



<b>Collective Agreement</b>  <b>School District No. 2</b> <b>(Cranbrook)</b>   <b>Cranbrook District</b> <b>Teachers' Association</b>	SOURCE	School		
	EFF.	90	07	01
	No. OF EMPLOYEES	233	06 30	
	NOMBRE EMPLOYÉS	233	88	

- Term of Agreement -  
July 1, 1990 - June 30, 1992

0516204

**COLLECTIVE AGREEMENT**

between

**SCHOOL DISTRICT NO. 2 (CRANBROOK)**

and

**CRANBROOK DISTRICT TEACHERS' ASSOCIATION**

**July 1, 1990 - June 30, 1992**

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**COLLECTIVE AGREEMENT**

**BETWEEN:**

The Board of School Trustees of School District No. 2 (Cranbrook), a corporate body established pursuant to the School Act, RSBC 1979, C375, (hereinafter referred to as "the Board").

**AND:**

The Cranbrook District Teachers' Association, a trade union pursuant to the Industrial Relations Act, RSBC 1979, C212, (hereinafter referred to as "the Association").



**DEFINITIONS:**

- A. The term "Agreement" shall mean this entire Collective Agreement.
- B. The term "Superintendent" shall mean the Superintendent of Schools for School District #2 (Cranbrook).
- C. The term "BCTF" shall mean the British Columbia Teachers Federation.
- D. The term "consultation" shall be defined as meaningful discussions in good faith, between the respective parties in an attempt to arrive at a mutual agreement.



## SECTION A - COLLECTIVE BARGAINING RELATIONSHIP

### Article I - TERM AND RENEGOTIATION

- A. The term of this Collective Agreement shall be ~~July 1, 1990 to June 30, 1992~~. The parties agree that not less than **four (4) months preceding** the expiry of this Agreement, they shall commence collective bargaining in good faith with the object of renewal or revision of this Agreement and the concluding of a Collective Agreement for the subsequent period. In the event that the parties are unable by the expiry date of this Agreement to conclude a Collective Agreement for the subsequent period, the parties agree that the terms and conditions of employment provided for in this Agreement will continue to apply until a subsequent Agreement is reached, without prejudice to the provisions of a new Agreement, or until the Board locks out or the Association strikes.
- B. 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.
- C. If the parties cannot agree on such modifications within one (1) month of either party's request for such a meeting, either party may refer the matter to arbitration pursuant to Section A, Article 18 (Grievance Procedure), and the arbitrator shall be empowered to determine the said modifications to the Agreement consistent with paragraph B above.

#### Article 2 - BARGAINING AGENT

- A. 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 certified teachers including certified substitute teachers employed by the Board.
- B. The terms and conditions of this Agreement apply to substitute teachers only when specific reference is made.

#### Article 3 - MEMBERSHIP REQUIREMENT

All teachers, including certified substitute teachers employed by the Board, shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the Association.

#### Article 4 - CONTRACTING OUT

- A. All work normally performed by teachers of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit.
- B. Except as mutually agreed upon between the Board and the Association, the Board shall not contract out duties of the type and kind that would normally and regularly be performed by a classroom teacher.

#### Article 5 - MANAGEMENT RIGHTS

The parties agree that except as specifically limited within this Agreement or within applicable legislation, it is the exclusive right and responsibility of the Board to manage all its operations in a fair and reasonable way.

#### Article 6 - LOCAL AND BCTF DUES DEDUCTION

- A. The Board agrees to deduct from the salary of all teachers covered by this Agreement an amount equal to the fees of the Association according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the British Columbia Teachers' Federation according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the Association and the Federation respectively, within fifteen (15) days of such deductions. The Board further agrees to deduct levies of the local Association or of the Federation established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.
- B. The Board shall require all new teachers covered by this Agreement, to execute, at the time of hiring the local Association and BCTF Application for Membership and Assignment of Fees Form. The Association agrees to supply the appropriate forms. Completed forms shall be forwarded to the Association not later than fifteen (15) calendar days following the date of hiring.

#### Article 7 - PRESIDENT'S RELEASE

- A. The Board hereby agrees to release the President of the Association from teaching duties as requested by the Association.
- B. The Board will continue to pay the President his/her salary and to provide benefits as specified in the Agreement. The Association will reimburse the Board for salary and benefits costs of the replacement teacher upon receipt of a monthly statement.
- C. For purposes of pension, experience, sick leave and seniority, the President shall be deemed to be in the full employ of the Board. The President shall inform the Board of the number of days or partial days, if any, that he/she was absent

from presidential duties due to illness. Such days or part days shall be deducted from the President's accumulated sick leave credits.

- D. The teacher returning to full teaching duties from a term or terms as President shall be assigned to the position held prior to the release or to a comparable position within the district.
- E. In the event the President is unable to fulfill the presidential duties, the Board shall provide a replacement teacher to permit another Association member to assume the duties of the President. Provisions of Article 7, A, B, C and D shall also apply.
- F. In the event that granting leave under this clause would cause serious disruption to the educational programs, the parties agree to meet to discuss alternate arrangements.

#### **Article 8 - RELEASE TIME FOR ASSOCIATION, TEACHER COLLEGE BUSINESS**

##### **A. Short Term Leaves**

Upon sufficient notice from the Association or the BCTF and the approval of the Superintendent, a teacher covered by this Agreement shall be entitled to release time without loss of pay in order to participate in Association, BCTF, Canadian Teachers' Federation or Teacher College business. Such release from instructional duties shall be granted subject only to the Board being reimbursed for the cost of the substitute teacher. The Superintendent shall not unreasonably refuse requests for such leave.

##### **B. Long Term Leaves**

In the event that a teacher covered by this Agreement is elected to a full time position as an officer of the BCTF, or is appointed on a term contract of employment to the adminis-

trative staff of the BCTF, or secondment to the BCTF, leave of absence without pay shall be granted for a maximum of two (2) years to carry out these duties. For purposes of pension, experience, sick leave and seniority, the teacher shall be deemed to be in the full employ of the Board. In such cases, the teacher shall be entitled, on written notice by May 31 or October 31, to return to employment with the Board effective the commencement of the next term, and shall be entitled to an assignment comparable to that previously held. It is understood that the granting and extending of such leave is at the prerogative of the Superintendent and will not be Unreasonably refused.

#### Article 9 - LOCAL ASSOCIATION SCHOOL STAFF REPRESENTATIVES

- A. Local Association school ~~staff~~ representatives, elected in accordance with local association procedures shall have the right to:
1. convene Association meetings in the school at a time and location mutually agreed between the Staff Representative and the Administrative Officer;
  2. attend meetings between the Administrative Officer and teacher(s) that are concerning labour relations matters. While it is the intention of the parties to conduct grievance meetings and labour relations meetings after school hours, should the Administrative Officer call a meeting during the work day, an Association representative, at the request of either the teacher or the Administrative Officer, shall be relieved of instructional duties with no loss of pay, to be present at such meetings;
  3. be released from teaching duties, with pay minus the cost of a substitute, to present an arbitration case or to serve as a witness in an arbitration case.

- B. In order to deal with emergent personnel matters within the school, the Administrative Officer and the Staff Representative shall mutually agree on an appropriate course of action.

#### Article 10 - RIGHT TO REPRESENTATION

A representative of the Association may attend a meeting between an Association member and a representative of the District as follows:

A. Staff Representative

1. The school based meeting is outside of school hours and is concerning labour relations or disciplinary matters.
2. The school based meeting is during school hours and is a grievance meeting or labour relations meeting and the Staff Representative is invited by the teacher or Administrative Officer.

B. Association Representative

1. At the invitation of the teacher accompany the teacher at Stage 1 of the grievance procedure.
2. Accompany the teacher at Stage 2 of the grievance procedure.
3. At the invitation of the teacher accompany the teacher to any meetings with a district representative associated with an investigation of the teacher for misconduct.
4. Accompany a teacher to a meeting with the Board concerning the possible suspension or dismissal of the teacher for misconduct.

5. At the invitation of the teacher accompany the teacher to a meeting with the Board concerning a suspension that has occurred because the Board considers that the presence of the teacher in a school would be dangerous or harmful to the pupils,
  6. On the request of the teacher for a meeting accompany the teacher to a meeting with the Superintendent prior to notice of dismissal for less than satisfactory performance.
  7. At the request of the teacher accompany the teacher to a meeting with the Board official intending to recommend transfer of the teacher.
  8. At the request of the teacher accompany the teacher to a meeting with the Superintendent to discuss reasons for the failure to grant a general request for transfer.
- C. Any other rights of representation conferred by the terms of this Collective Agreement will also apply.

**Article 11 - ACCESS TO WORKSITE**

- A. Representatives of the Association and/or the BCTF, authorized by the local Association, shall have the right to transact Association business on school property and utilize District facilities and equipment. The Administrative Officer and the Association representative will agree to time and place, in order to ensure that there is no disruption of classroom instruction.
- B. If the school is to be used after 6:00 p.m., the Association must book the school in accordance with the Municipal-School Board Joint Use Agreement.



#### Article 12 - BULLETINBOARDS

The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards. These bulletin boards shall be provided in each staff room in each school building. The notices should be signed by a Staff Representative. Any objectionable material will be discussed immediately by the Administrative Officer and the Staff Representative.

#### Article 13 - INTERNAL MAIL

Where no operational difficulties are created, the Association shall have access to the district mail service and teacher mail boxes, free of charge, for communication to bargaining unit members.

#### Article 14 - ACCESS TO INFORMATION

The Board, upon request by the Association, agrees to furnish to the Association or its designated representatives, the following information as soon as is reasonably possible. Such information shall include but not be limited to:

1. all financial information that is available to the public;
2. professional teacher information including a list of teachers showing their names, addresses, listed phone number, grid placement, seniority;
3. notifications of job postings, transfers, hirings, resignations, retirements, teacher deaths, discharges, suspensions and less than satisfactory evaluations;
4. agendas and minutes of all Public Board meetings and all public attachments thereto at the time of distribution to the Board;
5. any other information that is available to the general public.

Article 15 - PICKET LINE PROTECTION

- A. All teachers covered under this Agreement shall have the right to refuse to cross or work behind a picket line. Any teacher failing to report for duty for this reason shall be considered to be absent without pay.
- B. Failure to cross a picket line encountered in carrying out Board business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action by the Board.
- C. The Board shall not request, require, nor direct teachers covered under this Agreement to do work or carry out duties normally performed by teachers engaged in a strike, or locked out, nor shall teachers request, require, or direct pupils to carry out such duties.
- D. Teachers shall not be required to work with persons, other than Management Personnel, who attempt to perform any of the duties which would normally be performed by teachers on strike or locked out. Teachers who refuse to work due to the existence of this situation are not entitled to compensation for the period involved.
- E. Should teachers honour a picket line and a decision is made to release students and the picket line subsequently comes down, teachers will not be paid for the remainder of that work day.

Article 16 - COPY OF AGREEMENT

The Board and Association shall provide every member of the bargaining unit with a printed copy of this Agreement as soon as practicable after the conclusion of negotiations. The Association agrees to share the cost of printing the Agreement. The Agreement shall be printed in a Union Shop and bear a recognized Union label.

**Article 17 - STAFF ORIENTATION**

All teachers new to the staff of the Board In September of any year shall receive an orientation provided by the Board and the Association.

**Article 18 - GRIEVANCE PROCEDURE**

- A. The parties agree that this Article constitutes the method and procedure for a final and conclusive settlement of any dispute (hereinafter referred to as "the grievance") respecting the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable.
- B. The following procedure shall apply to the resolution of grievances:

**STAGE 1**

The Association or a teacher alleging a grievance ("the grievor") may request a meeting with the Administrative Officer or Board official directly responsible and at such meeting they shall attempt to resolve the grievance summarily. Where the grievor is not the Association, the grievor shall have the right to be accompanied at this meeting by a representative of the Association. Stage I shall be initiated within thirty (30) teaching days of the teacher becoming aware that there is a potential problem.

**STAGE 2**

If the grievance is not resolved within five (5) working days of the date of request made for a meeting referred to in Stage I, the grievance may be presented by letter, through the President of the Association to the Manager, Human Resources and Operations, setting out the nature of the grievance and the circumstances from which it arose. The Man-

ager, Human Resources and Operations or his/her designate shall forthwith meet with the President of the Association or his/her designate, the grievor, and the grievor's immediate supervisor provided that the grievance is school-based, and attempt to resolve the grievance.

### STAGE 3

If the grievance is not resolved within five (5) working days of the receipt by the Manager, Human Resources and Operations of the letter referred to in Stage 2, the Association may, within a further five (5) working days, by letter to the Manager, Human Resources and Operations, refer the grievance to the Joint Grievance Committee, which shall be composed of the Board Chairperson or his/her designate, the Superintendent or his/her designate and two (2) representatives of the Association. The Joint Grievance Committee shall meet within seven (7) days and attempt to resolve the grievance. The Association, on behalf of the grievor, and the Board representative shall have the opportunity to make submissions to the Joint Grievance Committee

### STAGE 4

if the grievance is not resolved by the Joint Grievance Committee within seven (7) days of the meeting referred to in Stage 3, the party that initiated the grievance may, within a further fourteen (14) days, refer the matter to arbitration pursuant to paragraph C (Arbitration) of this Article.

## C. Arbitration

### 1. initiation of Arbitration

- a. The grieving party shall notify the other party in writing that it is referring the grievance to arbitration and shall propose the name or names of persons acceptable to it as a single Arbitrator. The parties shall agree upon an Arbitrator within seven (7) working days of such notice.

- b. The parties shall agree upon a list of arbitrator which shall be appended to this Agreement (See Appendix A). An Arbitrator may be removed from this list by mutual agreement.
- c. Depending upon reasonable availability, single arbitrators shall be assigned on a rotating basis, but nothing in this Agreement shall restrict the parties from mutually agreeing to select a particular Arbitrator, from on or off the list, for a specific grievance.
- d. Nothing in this Agreement shall prevent the parties from mutually agreeing to submit a grievance to a three (3) person Arbitration Board instead of a single arbitrator. Such an Arbitration Board shall consist of three (3) members: one (1) to be selected by the Board, one (1) to be selected by the Association, and a third mutually acceptable person, who will act as Chairperson of the Arbitration Board, to be chosen by the two (2) persons already selected. In the event these representatives are unable upon the selection of the Chairperson of the Arbitration Board within fourteen (14) days, the Minister of Labour shall be requested to appoint such a member.

## 2. Arbitration Board

- a. The Arbitration Board shall determine its own procedure in accordance with relevant legislation and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the differences or allegations and shall render a decision within fourteen (14) days of the conclusion of the hearing.
- b. Should the parties disagree as to the meaning of the Arbitration Board's decision, either party may apply to the Arbitrator to reconvene the Arbitration Board to clarify the decision, which it shall make every effort to do within seven (7) days.

- c. Subject only to paragraph 2.b. of this Article the decision of the Arbitrator or Arbitration Board shall be final and conclusive.
- d. Each party shall pay one half (1/2) of the fees and expenses of the single Arbitrator. Each party shall pay the expenses of their member of the Arbitration Board and the parties shall share equally the expenses of the chairperson.

D. General Provisions'

- 1. Grievances of general application may be referred by either the Board or the Association directly to the Joint Grievance committee and the provisions of Stage 3, Stage 4 and paragraph C (Arbitration) of this Article shall apply.
- 2. The Association may in any case waive the requirements of Stage 1 and Stage 2 and proceed to the next step.
- 3. 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.
- 4. The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.
- 5. It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

6. The Board agrees that, after a grievance has been initiated by the Association, the Board's representatives will not enter into discussion or negotiations with respect to the grievance, either directly or indirectly with the aggrieved teacher without the consent of the Association. Neither shall any teacher use any other avenue for discussion of an alleged violation.
7. If the Association does not present a grievance to the next higher level, the Association shall not be deemed to have prejudiced its position on any future grievance.
8. All discussions and correspondence concerned with the grievance procedure shall be without prejudice and shall not be admissible at the arbitration hearing.
9. The parties agree to exclude the provision of Section 96 of the Industrial Relations Act.

Article 19 - EXCLUSIONS FROM THE BARGAINING UNIT

- A. Any position that is currently included in the bargaining unit shall not be excluded from the bargaining unit without the agreement of the parties.
- B. The Board shall notify the Association of all new positions, within the bargaining unit, offered in the District, and submit to the local Association offices a written job description of the new position(s).
- C. Should the Board create a new position which it believes falls outside the bargaining unit, it will advise the Association and provide a job description, and if mutual agreement respecting the inclusion or exclusion of the position from the bargaining unit is not achieved, the matter will become subject to Section A, Article 18 (Grievance Procedure). It is understood that if the new position is filled then it will be subject retroactively to the outcome of the grievance.

**Article 20 - TEACHERS ASSISTANTS**

- A. All teachers' assistants hired to assist teachers in carrying out their responsibilities and duties shall be under the instructional supervision of the teacher to whom they're assigned by the administrative officer. Teachers shall not assume employment supervision responsibilities for teachers' assistants.
- B. Teachers' assistants shall not assume the responsibilities of teachers as set out in Section 17 and Regulation 4 of the School Act.
- C. Teachers' assistants shall not be used as alternatives for:
  - 1. lowering the pupil/teacher ratio or reducing class size;
  - 2. any qualified professional personnel, including, but not limited to, teacher-librarians, counsellors and substitute teachers.

**SECTION B - SALARY AND ECONOMIC BENEFITS**

**Article 21 - PLACEMENT ON SCALE**

- A. Classification
  - 1. Placement on the salary grid shall be determined in accordance with the category assigned by the Teacher Qualification Service, subject to this Article and in accordance with years of experience as determined by Section B, Article 22 (Experience Recognition for Salary Purposes) of this contract.



2. At the time of appointment, the Board shall advise the teacher, in writing, of the documentation required to establish initial scale placement. The teacher is required to advise the Board if any delay is expected in meeting the deadlines and the procedures for redesignation and/or appeal of any decision with respect to scale placement.
3. Each teacher shall submit all documentation by the Board to establish salary placement. Such documentation shall be submitted within three (3) months commencing from the date of employment or the date of certification. The teacher shall be responsible for advising the Board in writing, if delay which requires all the documentation necessitate an extension of the deadline.
4. The Board shall not require a copy of the documentation. The Board shall advise the teacher in writing when any documentation has not been received and shall pursue the matter with the teacher.
5. The Board shall notify the teacher, in writing, of any appeal and the procedure to be followed.
6. In the event that a teacher wishes to appeal his/her placement on the salary scale, for category and/or experience, the teacher must apply in writing to the Superintendent for adjustment. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, Section A, Article 18 (Grievance Procedure) of the Agreement shall apply.
7. If within three (3) months of appointment a teacher provides documentation that was effective at a date earlier than the date of appointment, the teacher shall be placed in the highest category different from the category in which the teacher was initially placed, a salary adjustment shall be effective retroactive to the date of initial placement.

**B. CATEGORIES**

1. Except as otherwise provided, the salary category of each teacher shall be established in accordance with years of preparation, including at least one (1) successful year of teacher training, and certification as follows:

<u>Certification</u>	<u>Category</u>
EA, or Standard Teaching Certificate (S), with three (3) years of preparation	3
PC, or Professional Teaching Certificate (P), with four (4) years preparation	4
PE, or Professional Teaching Certificate (P), with four (4) years of preparation and holding the degree of Bachelor of Education	4
PB, or Professional Teaching Certificate (P), with five (5) years of preparation	5
PA, PAM or Professional Teaching Certificate (P) with six (6) years of preparation and a Masters Degree	6

2. Should the Teacher Qualification Service, in its adjudication of a professional teaching certificate with six (6) years of preparation, not place the position in an existing category then the parties agree to negotiate the category and the appropriate rate.
3. 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/her total years of training had included one (1) year of teacher preparation, and as if he/she had one (1) more year than his/her actual accumulation of teaching experience.

4. A teacher holding a letter of permission (LP) whose years of preparation cannot be equated to years of university training shall be paid at a rate to be agreed to by the Board, the teacher and the Association.

**Article 22 - EXPERIENCE RECOGNITION FOR SALARY PURPOSES**

- A. Full credit shall be recognized for teaching experience in schools operated under provincial authorities, or comparable authorities in the Commonwealth of Nations or the United States and other countries with acceptable education standards as determined by the Superintendent, subject to the following conditions:
  1. All experience previously recognized for salary purposes shall be credited.
  2. A minimum of eight (8) months of full-time employment during a school year shall constitute a year's experience for increment purposes.
  3. Teachers appointed to part-time positions shall earn experience credit proportionate to the time worked.
  4. Periods of part-time teaching, substitute teaching, and temporary contracts shall be added together for accumulation of years of experience credit. One hundred and eighty (180) such days shall qualify as one year's experience.
  5. Full experience credit shall be earned for:
    - a. Secondment to the Association, the British Columbia Teachers' Federation, or the Canadian Teachers' Federation.
    - b. Secondment to the Ministry of Education.

- c. Secondment to a recognized university or college.
- d. Secondment to the College of Teachers.
- e. Service with Canadian Universities Service Overseas or the Canadian International Development Agency.
- f. Absence while on a paid leave of absence.
- g. Absence which leads to a higher certification
- h. Department of National Defence schools.
- i. While on an approved exchange.
- j. Absence while on paid sick leave, extended sick leave or Workers' Compensation Board leave.
- k. Absence while on maternity leave.

**B. Trade, Technical and Work Experience**

1. The Superintendent or designate shall evaluate experience for:
  - a. Industrial Education, Commerce, Computer Science or Vocational Industrial Specifics.
  - b. Work experience options.
  - c. Music, commercial art, drama, library, journalism, home economics, cartography, engineering, social work, applicable government service, or other school related subject areas.

2. One (1) year of experience may be allowed for each two (2) years of trade, technical or work experience (including apprenticeship) providing such experience is, in the opinion of the Superintendent, closely related to workload of the teacher concerned. A year of trade, technical or work experience is defined as twelve (12) months of full time employment. The maximum to be allowed for the experience shall be five (5) years.

C. Increment Dates

Experience increments shall be adjusted as required, on September 1, December 1 and March 1 of each year.

Article 23 - SALARY SCHEDULE

A. Teachers hired before July 1, 1989, will be placed on Salary Schedule A which contains ten increment steps.

1. Salary schedule A - July 1, 1990 - December 31, 1990

YEARS EXPERIENCE	3/EA	4/PC	4/E	5/PB	6/PAM
0	25,972	28,518	29,675	32,437	35,704
1	27,283	30,043	31,258	34,243	37,793
2	28,594	31,568	32,841	36,049	39,882
3	29,905	33,093	34,424	37,855	41,971
4	31,216	34,618	36,007	39,661	44,060
5	32,527	36,143	37,590	41,467	46,149
6	33,838	37,668	39,173	43,273	48,238
7	35,149	39,193	40,756	45,079	50,327
8	36,460	40,718	42,339	46,885	52,416
9	37,771	42,243	43,922	48,691	54,505
10	39,082	43,768	45,505	50,497	56,594
Increment	1,311	1,525	1,583	1,806	2,089

2. Salary Schedule A - January 1, 1991 - June 30, 1991

YEARS EXPERIENCE	3/EA	4/PC	4/E	5/PB	6/PAM
0	26,494	29,094	30,275	33,087	36,426
1	27,831	30,649	31,889	34,929	38,556
2	29,168	32,204	33,503	36,771	40,686
3	30,505	33,759	35,117	38,613	42,816
4	31,842	35,314	36,731	40,455	44,946
5	33,179	36,869	38,345	42,297	47,076
6	34,516	38,424	39,959	44,139	49,206
7	35,853	39,979	41,573	45,981	51,336
8	37,190	41,534	43,187	47,823	53,466
9	38,527	43,089	44,801	49,665	55,596
10	39,864	44,644	46,415	51,507	57,726
Increment	1,337	1,555	1,614	1,842	2,130

3. Salary Schedule A - July 1, 1991 - December 31, 1991

YEARS EXPERIENCE	3/EA	4/PC	4/E	5/PB	6/PAM
0	27,827	30,556	31,796	34,742	38,252
1	29,230	32,188	33,490	36,678	40,488
2	30,633	33,820	35,184	38,610	42,724
3	32,036	35,452	36,878	40,544	44,960
4	33,439	37,084	38,572	42,478	47,196
5	34,842	38,716	40,266	44,412	49,432
6	36,245	40,348	41,960	46,346	51,668
7	37,648	41,980	43,654	48,280	53,904
8	39,051	43,612	45,348	50,214	56,140
9	40,454	45,244	47,042	52,148	58,376
10	41,857	46,876	48,736	54,082	60,612
Increment	1,403	1,632	1,694	1,934	2,236

4. Salary Schedule A - January 1, 1992 - June 30, 1992

YEARS EXPERIENCE	3/EA	4/PC	4/E	5/PB	6/PAM
0	28,384	31,163	32,430	35,443	39,014
1	29,815	32,828	34,158	37,415	41,295
2	31,246	34,493	35,886	39,387	43,576
3	32,677	36,158	37,614	41,359	45,857
4	34,108	37,823	39,342	43,331	48,138
5	35,539	39,488	41,070	45,303	50,419
6	36,970	41,153	42,798	47,275	52,700
7	38,401	42,818	44,526	49,247	54,981
8	39,832	44,483	46,254	51,219	57,262
9	41,263	46,148	47,982	53,191	59,543
10	42,694	47,813	49,710	55,163	61,824
Increment	1,431	1,665	1,728	1,972	2,281

B. All teachers new to the district after July 1, 1989, will be placed on salary Schedule B which contains only nine increment steps. A teacher new to the district is defined as a teacher who has not been employed by School District No. 2 on a continuing or a temporary contract during the 1988/89 school year.

1. Salary Schedule B - July 1, 1990 - December 31, 1990

YEARS EXPERIENCE	3/EA	4/PC	4/E	5/PB	6/PAM
0	27,283	30,043	31,258	34,243	37,793
1	28,594	<b>31,568</b>	32,841	36,049	39,882
2	29,905	33,093	34,424	37,855	41,971
3	31,216	34,618	36,007	39,661	44,060
4	32,527	36,143	37,590	41,467	46,149
5	33,838	37,668	39,173	43,273	48,238
6	35,149	39,193	40,756	45,079	50,327
7	36,460	40,718	42,339	46,885	52,416
8	37,771	42,243	43,922	48,691	54,505
9	39,082	43,768	45,505	50,497	56,594
Increment	1,311	1,525	1,583	1,806	2,089

2. salary Schedule B - January 1, 1991 - June 30, 1991

YEARS EXPERIENCE	3/EA	4/PC	4/E	5/PB	6/PAM
0	27,831	30,649	31,869	34,929	38,556
1	29,168	32,204	33,503	36,771	40,686
2	30,505	33,759	35,117	38,613	42,816
3	31,842	35,314	36,731	40,455	44,946
4	33,179	36,869	38,345	<b>42,297</b>	<b>47,076</b>
5	34,516	38,424	39,959	<b>44,139</b>	<b>49,206</b>
6	35,853	39,979	41,573	<b>45,981</b>	<b>51,336</b>
7	37,190	41,534	43,187	47,823	53,466
8	38,527	43,089	44,801	49,665	55,596
9	39,864	44,644	46,415	<b>51,507</b>	57,726
Increment	1,337	1,555	1,614	1,842	2,130

3. Salary Schedule B - July 1, 1991 - December 31, 1991

YEARS EXPERIENCE	3/EA	4/PC	4/E	5/PB	6/PAM
0	29,230	32,188	33,490	36,676	40,488
1	30,633	33,820	35,184	<b>38,610</b>	42,724
2	32,036	35,452	36,878	40,544	44,960
3	33,439	37,084	38,572	42,478	47,196
4	<b>34,842</b>	38,716	40,266	44,412	49,432
5	36,245	40,348	41,960	46,346	<b>51,668</b>
6	37,648	41,980	43,654	48,280	53,904
7	39,051	43,612	45,348	50,214	56,140
8	40,454	45,244	47,042	52,148	58,376
9	41,857	46,876	48,736	<b>54,082</b>	60,612
Increment	1,403	1,632	1,694	1,934	2,236



4. Salary Schedule B - January 1, 1992 - June 30, 1992

YEARS EXPERIENCE	3/EA	4/PC	4/E	5/PB	6/PA
0	29,815	32,828	34,158	37,415	41,285
1	31,246	34,493	35,886	39,387	43,57
2	32,677	36,158	37,614	41,359	45,85
3	34,108	37,823	39,342	43,331	48,13
4	35,539	39,488	41,070	45,303	50,41
5	36,970	41,153	42,798	47,275	52,70
6	38,401	42,818	44,526	49,247	54,98
7	39,832	44,483	46,254	51,219	57,26
8	41,263	46,148	47,982	53,191	59,54
9	42,694	47,813	49,710	55,163	61,82
Increment	1,431	1,665	1,728	1,972	2,28

Article 24 - GENERAL SALARY

A. Part Month Payments and Deductions

1. The rate of deduction for a day without pay shall be one two hundredth (1/200) of the current annual salary of the teacher.
2. In the event that a teacher commences work on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment for that month shall be

$$\frac{\text{Number of Days Taught} \times \text{Monthly Salary}}{\text{Prescribed Teaching Days in the Month}}$$

B. No Cuts In Salary

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

C. Pay Periods

Teachers shall be paid in ten (10) monthly installments, with a mid-month advance of forty-five percent (45%) of their net monthly salary. Such mid-month advance will normally be paid on the teaching day closest to the fifteenth (15th) of each month. The month end payment will be made on the last teaching day of the month.

D. Payment for Work Beyond the Regular Work Year

- I. A teacher (except as noted below) who is requested by the Board to work beyond the annual school calendar and who agrees to such employment, shall be paid at the rate of one two hundredth (1/200) of his/her annual salary entitlement for each day worked.

## 2. Summer School Payment

- a. When the Board offers a summer school for students, and teachers covered by this Agreement are employed to give instruction, those teachers shall be paid a flat rate of twenty-seven dollars and fifty cents (\$27.50) for each hour of instruction during the first year of the Agreement and twenty-nine dollars and forty cents (\$29.40) per hour in the second year of the Agreement.
- b. When the Board hires a Director of Summer School who is covered by this Agreement, he/she shall be paid an allowance of seventeen hundred dollars (\$1,700) in the first year of the Agreement and eighteen hundred dollars (\$1,800) in the second year of the Agreement.

## 3. Secondary Counsellors

- a. Counsellors may be required to work outside of the parameters of the annual school calendar, but shall not be required to exceed the total number of days in session without compensation.
- b. The tasks and counselling personnel required for the school's program needs beyond the annual school calendar shall be decided by mutual agreement of the counsellor(s) and the Administrative Officer.
- c. Counsellors required to work beyond the annual school calendar shall be given compensatory time-off at a mutually agreeable time during the regular school year as defined in Article 42, Section D (Regular Work Year for Teachers).

## Article 25 - PART TIME TEACHERS' PAY & BENEFITS

### A. Definition

For this Agreement a part-time teacher shall include temporary or continuing contract teachers employed for less than full-time.

### B. Salary

Part-time teachers shall be paid that portion of their regular scale placement that relates to the portion of an instructional week worked.

1. The length of the instructional week for the part-time teachers in the elementary schools shall be composed of the number of hours of instructional time plus a proportionate amount of the designated preparation time.
2. In a secondary school a part-time teacher's instructional assignment shall be based on the understanding that a full-time assignment consists of eight (8) timetable teaching blocks, one (1) of which is preparation time. A secondary teacher who is assigned to teach less than seven (7) timetable teaching blocks will have their hours of weekly instructional time and their salary pro-rated from seven (7) in lieu of preparation time. Example ... a teacher assigned to teach two (2) blocks would be paid two-sevenths (2/7) of full salary.

### C. Benefits

Part-time teachers working .4 assignment or greater shall be eligible to participate in all benefit plans, provided they meet the conditions required for membership.

D. Sick Leave

The part-time teacher shall accrue sick leave at the same rate and be eligible to use sick leave in the same proportion as that determined for payment of salary.

E. Pension Coverage

Teachers who move from full-time employment to a part-time assignment shall be considered on leave for the portion of the day they are not working. They may purchase pensionable service to provide for a full year pension credit provided the pension plan allows such purchase and provided there is no cost to the Board.

Article 26 - SUBSTITUTE TEACHERS, PAY AND BENEFITS

A. Rates of Pay

1. Substitute teachers holding valid British Columbia Teaching certificates, shall be paid one two hundred and twenty-fifth (1225) of category 3/EA-O. See Section B, Article 23 (Salary Schedules), Salary Schedule A.
2. After five (5) consecutive days teaching the same class, salary shall be paid, in accordance with certification and experience retroactive to day one (1). See Section B, Article 23 (Salary Schedules), Salary Schedule A.

B. Non-Instructional Days

Non-instructional days occurring during an assignment may count as a day of work, at the discretion of the Administrative Officer, and will not count as an interruption in service.

C. Call-Out

1. A substitute teacher assigned to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a full day's wage, unless the assignment is cancelled by giving notice before 4:00 p.m. of the day previous.
2. A substitute teacher assigned to a school for a half (1/2) day and not utilized or utilized for only a portion of the half (1/2) day shall be paid for a half (1/2) day, unless the assignment is cancelled by giving notice before 4:00 p.m. of the day previous.

D. Assignment

1. The substitute teacher shall be required to assume only the duties of the teacher he/she is replacing.
2. Substitutes shall be entitled to normal preparation periods that fall within the assignment.
3. A substitute replacing an Administrative Officer will be assigned educational duties during any administrative relief time that falls within the assignment.
4. No assignment shall be for less than one half (1/2) of a day. If the position being substituted for is less than a half (1/2) day, then the Administrative Officer will assign educational duties for the additional time for which the substitute is being paid.

E. Pay Periods

Pay periods for substitutes will be ten (10) days into the month\* following the day(s) worked.

F. Continuous Assignment

In the event that a substitute's assignment is interrupted by the return of a teacher who subsequently is absent within two (2) working days, and the substitute is reassigned to the same assignment, on or before the third day, the assignment shall proceed as if it had not been broken for salary provisions.

Article 27 - TEACHING POSITIONS OF SPECIAL RESPONSIBILITY/SPECIAL INSTRUCTION

A. Job Descriptions

1. The Board, in consultation with the Association, will draw up job descriptions for all positions of Special Responsibility/Special Instruction which fall within the bargaining unit. These shall include, but not be limited to, Department Heads, Teachers-In-Charge, Elementary Counselors, Resource Centre Co-ordinator, Teacher of the Gifted and the District Assessment Counsellor.
2. These descriptions shall be the recognized job descriptions for such positions and shall be kept in a Job Description Handbook. A copy of this handbook will be kept in each school office, in the School Board office and the Association office.

B. New Positions

The Board, in consultation with the Association, shall prepare a job description whenever a new position described in A above is created or an existing position is significantly changed. When a new position is established or an existing position is significantly changed, the allowance shall be subject to negotiation between the Board and the Association.

C. Elimination of Positions

Existing positions described in A above shall not be eliminated or significantly changed without prior consultation with the Association.

D. Consultation

For the purposes of this article, "consultation" shall be defined as meaningful discussions in good faith, between the respective parties in an attempt to arrive at a mutual agreement.

E. Selection Process

1. Department Heads and Teachers-In-Charge shall be appointed annually. The positions will be posted by August 27 and the selection shall be complete by September 15 upon acceptance of the position by the selected candidate.
2. Other positions of Special Responsibility/Special Instruction described in A above will be posted according to Section E, Article 55 (Posting Vacant Positions) of this Agreement.



F. Allowances

1. In schools where the Department Heads and the Administrative Officer mutually agree, the total school allotment for Minor and Major Department Heads shall be divided equally among the respective Department Heads.
2. In all other schools:
  - a) Minor Department Heads shall be paid an allowance of six hundred dollars (\$600) per annum.
  - b) Major Department Heads shall be paid an allowance of twelve hundred dollars (\$1,200) per annum.
3. Teachers appointed to the position of Department Head may elect to forego the allowance and, in turn, receive five (5) days of release time for the purpose of fulfilling the responsibilities of their position and personal professional development.
4. A Teacher-In-Charge shall be paid an allowance in accordance with Section B, Article 28 (Teacher-In-Charge).

Article 28 - TEACHER-IN-CHARGE

- A. In each school the Board shall appoint from the applicants for the position from the school, a designated Teacher-In-Charge.
- B. In the event that all Administrative Officers assigned to the school are absent from the school, the Teacher-In-Charge will assume the duties specified in this clause for periods not exceeding five (5) consecutive days at any one time.

- C. The Teacher-In-Charge, when requested to act, shall attend to ensuring that routine supervision, adequate to ensure the ~~safety of students and the security of the school~~ is maintained and shall deal with emergent matters as they may arise with required assistance from the Board Office. Upon the return of an Administrative Officer, the ~~Teacher-In-Charge~~ shall not be responsible for ongoing ~~administrative~~ or managerial duties, and ~~specifically~~ shall not have such responsibilities in relation to ~~other~~ teachers or parents.
- D. While acting as Teacher-In-Charge, the teacher is covered by all terms and conditions of this ~~Agreement~~ and shall in addition be paid an allowance of ~~six hundred~~ dollars (\$600) per annum in the ~~first~~ year of the Agreement and ~~six hundred and forty~~ dollars (~~\$640~~) in the second year of the Agreement.
- E, While acting as Teacher-In-Charge, the teacher shall be relieved of regular ~~teaching~~ duties when the Administrative Officer(s) are expected to be absent for more than ~~two~~ (2) hours.

Article 29 - ACTING ADMINISTRATORS

- A. The ~~parties~~ agree that the ~~following~~ options are available to the ~~Board~~ when filling a ~~temporarily~~ vacant administrative position:
  1. re-assigning present administrative personnel;
  2. appointing a temporary Administrative Officer from within the bargaining unit;
  3. appointing an ~~Active Administrative Officer~~ from within the bargaining unit.

B. When an Acting Administrator is appointed, the following conditions will apply;

1. the Acting Administrator will remain within the bargaining unit and will be covered by all terms and conditions of this Collective Agreement;
2. the Acting Administrator shall assume all duties of the administrative position, except teacher evaluation and teacher discipline;
3. the term of the appointment will normally terminate at the end of the term or semester, but may be extended through mutual Agreement of the Superintendent, the Acting Administrator and the Association; and
4. Acting Administrators in Elementary Schools will be paid an allowance of three hundred dollars (\$300.00) per month. Acting Administrators in Secondary Schools will be paid an allowance of four hundred and fifty dollars (\$450.00) per month. Part month payments will be prorated in weekly increments.

#### Article 30 - ALLOWANCES

##### A. Mileage Allowance

Teachers who are required to use their personal vehicles in order to carry out their regular duties or other Board business shall be reimbursed at the rate of ~~(\$0.30)~~ **(\$0.30) per kilometre**. This includes travel between work sites as required on a regular basis, but does not include travel to the designated place of employment at the beginning of the day.

B. industrial First Aid Allowance

The Board shall pay an allowance of five hundred dollars (\$500) per annum to a teacher holding a valid "Industrial First Aid Certificate" and designated as First Aid Attendant in each school as required under the Workers' Compensation Board regulations. The Board shall reimburse the applicable course fees for the acquisition and renewal of the Certificate, subject to successful completion of the course. It will be the responsibility of the teacher to apply for this reimbursement and provide proof of payment and proof of successful completion of the course.

C. Survival First Aid Allowance

The Board shall pay an allowance of two hundred and fifty dollars (\$250) per annum to a teacher holding a valid "Survival First Aid Certificate" and designated as First Aid Attendant in each school as required under the Workers' Compensation Board Regulations. The Board shall reimburse the applicable course fees for the acquisition and renewal of the Certificate, subject to successful completion of the course. It will be the responsibility of the teacher to apply for this reimbursement and provide proof of payment and proof of successful completion of the course.

Article 31 - BENEFITS

A. General Benefits

1. The Board shall provide each continuing, temporary, and eligible part-time teacher with an application or enrollment form for participation in the medical, dental, extended health and group life insurance benefit plans. In the event a teacher 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 teacher and kept on file by the Board.

2. The Board shall advise each teacher by letter at the end of September, and all teachers hired subsequent to that date at the end of the first month of employment, of those benefit plans available to teachers, the cost of those plans, and of those plans in which the teacher is enrolled.
3. The Board shall assist teachers in obtaining required benefits from the various benefit plans.
4. The Board shall advise all teachers, including certificated substitute teachers and teachers who are engaged in a less than half time capacity, that it is a condition of employment to contribute to the Teachers' Pension Plan. The Board shall ensure that the appropriate deductions are made and remitted to the Superannuation Commission.
5. The Board shall advise each teacher in writing at the end of each month of his/her accumulated sick leave.

B. Benefits - Coverage

1. Medical Services Plan: The Board shall pay one hundred per cent (100%) of the premium cost of the Medical Services plan of B.C. for each full and eligible part-time teacher employed by the Board.
2. Extended Health Care Plan: The Board shall pay one hundred per cent (100%) of the premium cost of a mutually agreed upon Extended Health Care Plan for each full and eligible part-time teacher employed by the Board. The plan will include the following options:
  - a. vision care - one hundred dollars (\$100) per family member once every two (2) years;
  - b. audio care - five hundred dollars (\$500) per family member once every five (5) years.

3. Dental Plan: The Board shall pay ~~seventy-five~~ **(75%)** per cent of the costs of a mutually agreed upon Dental Care Plan for each full and ~~eligible part-time teacher~~ employed by the Board. The plan will include the following coverage:

Plan A - one hundred per cent (100%) of Claims - Basic Service;

Plan B - fifty per cent (50%) of Claims - prosthetics appliance, crown and bridge;

Plan C - fifty per cent (50%) of Claims - orthodontic one thousand five hundred dollars (\$1,500) lifetime maximum.

BCTF/BCSTA Group Insurance Plan: The Board shall pay sixty per cent (60%) of the premiums of the BCTF/BCSTA Group Insurance Plan "B" for each full and eligible part-time teacher employed by the Board.

BCTF Optional Term Life Insurance Plan: The Board shall deduct and remit the monthly premium from the pay of those Association members who elect to participate in the BCTF Optional Term Life Insurance Plan.

6. Benefit Plan Information and Changes:
- a. The Board and the Association shall exchange copies of all master teacher benefit plans.
  - b. The coverage under these plans shall not be altered or amended without prior agreement from the Association or the district.

**C. Death Benefits**

The Board and the Association shall fund the medical, extended health and dental benefits to the dependents of the deceased teachers for a period of three (3) months after the death of the teacher. The dependents shall be notified in writing of the terms of this provision.

**D. Unemployment Insurance/SIF Rebate**

The Board shall remit monthly to the BCTF (Salary Indemnity Fund) the teachers' share of the savings resulting from reduced Unemployment Insurance premiums.

**E. Employee and Family Assistance Program**

The Board and the Association agree to continue to participate in the Employee and Family Assistance Program.

**SECTION C - EMPLOYMENT RIGHTS**

**Article 32 :EMPLOYMENT ON CONTINUING CONTRACT**

A. Every appointment made by the Board, shall be deemed to be a continuing contract until:

1. the teacher has been dismissed, subject to the provisions of the Agreement;
2. the contract has been terminated, subject to the provisions of the Agreement;

3. the teacher ceases to be a member of the British Columbia College of Teachers;

except for the following:

1. teachers appointed to a temporary contract, subject to the provisions of the Agreement;
2. substitute teachers, subject to the provisions of the Agreement.

#### Article 33 - DISMISSAL AND DISCIPLINE FOR MISCONDUCT

- A. The Board shall not discipline or dismiss any person bound by this Agreement save and except for just and reasonable cause.
- B. Where a teacher is under investigation by an Administrative Officer for any cause, the teacher shall be notified at the earliest reasonable time, and before any action is taken by the Board. If the district staff becomes involved in the investigation then the teacher and the Association shall also be advised of the right to be accompanied by a representative of the Association at any meeting in connection with such investigation. If the initial investigation indicates the matter will be pursued further the teacher and the Association will be advised accordingly in writing.
- C. Unless the Association waives the right to such meeting, the Board shall not suspend or dismiss any person bound by this Agreement unless it has, prior to taking such action, held a meeting of the Board with the teacher entitled to be present, except as noted in paragraphs D and E below. In respect of the meeting noted above:
  1. the teacher and the Association shall be given seventy-two (72) hours' notice and copies of all documents, if any, that will be considered:



2. the teacher and the Association shall be given copies of all documents that will be considered at the meeting;
  3. at such meeting the teacher shall be accompanied by representatives and or advocates appointed by the Association, and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board, to present witnesses, to question any person presenting evidence to the Board and to present their case to the Board;
  4. the decision of the Board shall be communicated in writing to the teacher and the Association and shall contain the rationale for the grounds for the decision.
- D. A Board may suspend from the performance of his/her duties a teacher who is charged with an offence that the Board considers renders the teacher unsuitable to perform those duties. Following such suspension the provisions of paragraph C shall apply.
- E. if the Superintendent of Schools is of the opinion that the welfare of the students is threatened by the presence of a teacher, the Superintendent may suspend the teacher with pay from the performance of his/her duties.
1. When the Superintendent suspends a teacher the Superintendent shall notify the Board.
  2. When the Board is notified of the suspension it shall, as soon as practicable, confirm, vary or revoke the suspension and shall, where the Board confirms and continues the suspension, determine if the continuation of the suspension shall be with or without pay.
  3. Following such suspension the provisions of paragraph C shall apply.

- F. Notwithstanding Section A, Article 18 (Grievance Procedure) where a teacher has been suspended or dismissed, the Association shall have the option of referring a grievance regarding the suspension or dismissal directly to Step 3 of the grievance procedure or directly to arbitration provided for in that Article.
- G. Both parties agree that investigations and reasons for decisions concerning teacher suspension and dismissal are best dealt with in a confidential manner. Should either side, however, feel compelled to release information concerning teacher suspension or dismissal to the media, the releasing party must first discuss the nature of the release with the other party.
- H. At an arbitration in respect of the discipline or dismissal of a teacher, no material from the teacher's file may be presented unless the material was brought to the teacher's attention at the time it was placed on file, and no material which has been removed from the file pursuant to Section E, Article 65 (Personnel Files) may be presented.

#### Article 34 - DISMISSAL BASED ON PERFORMANCE

- A. The Board may dismiss a teacher under this Article if:
1. A teacher is in the first year of appointment and the Board has received two (2) reports pursuant to Section E, Article 60 (Evaluation of Teaching) indicating that the learning situation in the class or classes of the teacher is less than satisfactory.

2. A teacher has completed one (1) year on a temporary/continuing appointment and the Board subsequently receives three (3) reports pursuant to Section E, Article 60 (Evaluation of Teaching) indicating that the learning situation in the class or classes of the teachers is less than satisfactory. The reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months.
- B. The reports referred to in paragraph A of this Article, shall be prepared in accordance with the process established in Section E, Article 60 (Evaluation of Teaching) and in accordance with the following conditions:
1. the reports shall be written by evaluators from the following categories:
    - a) the principal of the school to which the teacher is assigned;
    - b) the Superintendent of Schools;
    - c) an Assistant Superintendent;
    - d) a Director of Instruction;
    - e) the vice-principal of the school to which the teacher is assigned.
  2. In the case of teachers described in paragraph A, 1, of this Article the reports shall be written by two (2) different evaluators.
  3. In the case of teachers described in paragraph A, 2, of this Article the reports shall be written by three (3) different evaluators.
  4. in both cases at least one (1) of the reports shall be a report of the Superintendent.
  5. the reports shall be written independently of each other, and the report writers shall not collaborate with regard to the results;

6. notwithstanding the foregoing, a report shall not be prepared by a person in respect of whom there exists a reasonable apprehension of bias. Any allegation of bias must be raised and proven by the teacher prior to the evaluation.
- C. Where a teacher described in paragraph A. 2. of this Article receives a less than satisfactory report, the teacher may request a leave of absence, without pay, of up to one year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation shall be undertaken not less than three (3) months nor more than six (6) months after the teacher has returned to teaching duties. It is understood that the taking of such a leave of absence extends the timelines in paragraph A. 2. of this Article for a corresponding length of time. The teacher may arrange to continue health and welfare coverage by prepaying the entire premiums in advance.
- D. Where the Board intends to dismiss a teacher in accordance with this Article, it shall notify the teacher and the President of the Association of such intention and provide an opportunity for the teacher and his/her representative to meet with the Superintendent prior to notice of dismissal being issued.
- E. Where the Board decides to dismiss a teacher pursuant to paragraph A of this Article, it shall issue a formal notice of dismissal.
- F. Where the Board takes any action against a teacher pursuant to paragraph A of this article, a grievance in respect of such action may be filed according to Section A, Article 18, (Grievance Procedure) Stage 3. In all other respects Section A, Article 18 (Grievance Procedure) shall apply.

Article 35 - PART-TIME TEACHERS EMPLOYMENT RIGHTS

- A. A teacher or teachers requesting a job sharing assignment) with a continuing full-time appointment to the teaching staff of the District may, without prejudice to that appointment, request a part-time assignment, specifying the fraction of time requested and the length of time for which the part-time assignment is requested. The Board shall not unreasonably refuse a request.
- B. When a request under paragraph A of this Article is granted by the Board, the teacher shall be on leave of absence status. In respect of the balance of the full-time appointment, and shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the Board has made the part-time assignment. The teacher may return to a full-time assignment at an earlier date or may extend the period of part-time teaching upon approval by the Superintendent.
- C. A teacher with a continuing part-time appointment may without prejudice to that appointment request an additional temporary part-time appointment for a specified fraction of time.
- D. Two continuing contract teachers employed by the Board may jointly request a specified job-sharing assignment. Where the request is granted,
1. salary shall be pro-rated according to the percentage of time worked by each teacher;
  2. the Board shall pay the benefit contributions provided in paragraph B as if both teachers were full-time teachers, provided the job sharing teacher is decimal four (.4) or greater.

3. each teacher is considered for all purposes to be on leave of absence with respect to the time not worked.
4. When one of the teachers offers to work due to the temporary absence or illness of the other teacher, that teacher shall receive payment at full pro-rata placement for all such work.

**Article 36 - TEMPORARY TEACHERS' EMPLOYMENT RIGHTS**

**A. Employment of Temporary Contract Teachers**

1. The Board may appoint a teacher
  - (a) for a period not exceeding one (1) year, to any position temporarily existing or temporarily vacant, or
  - (b) for a period not exceeding the remainder of the existing school year, to any position which has become vacant during a school year,

by notice in writing stating that it is a temporary appointment, specifying the period of its duration, and indicating the salary or the method by which the salary shall be determined.

At the expiration of the period specified in the notice, a temporary appointment shall be deemed to be terminated.

2. Where the Board reasonably expects a teacher will be absent for more than twenty (20) teaching days, the vacancy shall be filled by appointment to a temporary contract using normal appointment procedure.

3. The Board agrees to provide the Association no later than four (4) weeks from the commencement of any school term a list of teachers referred on temporary contracts for that term, and a list of continuing contract teachers on leave of absence

**B. Placement on Recall List**

1. Teachers on temporary contracts who have completed in excess of ten (10) months of accumulated temporary contract service within a two (2) year period will be placed on the recall list in Section C, Article 38 (Seniority) below previously laid off teachers.
2. In addition to the above, at the date of signing of this agreement, teachers who have previously accumulated time on temporary contract shall continue to have access to the provision whereby placement on the recall list was achieved through completion of thirteen (13) months of accumulated temporary contract service within a four (4) year period.

**C. Part-Time Service for Seniority**

Refer to Section C, Article 38, (Seniority/Layoff/Recall/Severance) paragraph B.1.

**D. Substitute to Temporary Conversion**

When a substitute teacher completes twenty (20) days continuous teaching on the same assignment, a temporary contract shall be granted retroactively to the commencement of the assignment. It is understood that temporary contracts that are granted in this fashion may, or may not, qualify for placement on the recall list under paragraph B. above. This qualification shall not unreasonably be denied.

**E. Re-Employment of Temporary Contract Teachers**

Refer to Section E, Article 56 (Filling Vacant Positions).

Article 37 - SUBSTITUTE TEACHER HIRING PRACTICES

A. Availability of Substitutes

1. When a teacher assigned to a school is absent, the Board shall employ a substitute to replace that teacher upon being informed of such absence.

The Administrative Officer shall obtain a substitute to replace all teachers except when in the opinion of the Administrative Officer the employment of a substitute would be educationally unsound for positions such as counselors, the teacher of the gifted, the Resource Center Coordinator, the English as a Second Language Teacher, the Teacher of the Hearing Impaired, the Teacher of the Visually Impaired, and the District Assessment Counsellor.

2. Except in emergent circumstances, or on a voluntary basis, teachers assigned to a school shall not be required to:
  - a. perform the tuition or instructional duties of a teacher who is absent;
  - b. supervise the students of a teacher who is absent.

B. Substitute List

The Board shall maintain a list of persons who are qualified and have been placed on the list of substitute teachers. The Board shall forward a copy of such a list to the Association in the month of September, and in the month of January in each school year.



C. Substitute Hiring

1. The School Board will give teaching priority to certified substitute teachers providing the Administrative Officer can effect a reasonable match between the substitute teacher and the teaching assignment.
2. The Board may appoint persons not on the substitute list to a substitute teaching assignment only in the event that no available person on the list possesses the necessary qualifications for the assignment.
3. Where the Board reasonably expects a teacher to be absent for more than twenty (20) teaching days, the vacancy shall be filled by appointment to a temporary contract using normal appointment procedures. When a substitute teacher completes twenty (20) days continuous teaching on the same assignment, a temporary contract shall be granted retroactively to the commencement of the assignment. It is understood that temporary contracts that are assigned in this fashion may, or may not, qualify under Section C, Article 36 (Temporary Teachers' Employment Rights) as one of the qualifying periods for being placed on the Recall List. The qualification shall not be unreasonably denied.

**Article 38 - SENIORITY/LAYOFF/RECALL/SEVERANCE**

A. Principle of Security

1. 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.

2. A teacher is considered to gain seniority from the date he/she attains a continuing contract. On that date, he/she will be considered to be on the seniority list and be credited with previously accumulated service according to paragraph B 1-7 of this Article.

B. Definition of Seniority

1. In this Agreement, "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.
2. When the seniority of two (2) or more teachers is equal pursuant to paragraph B.1. of this Article, the teacher with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
3. When the seniority of two (2) or more teachers is equal pursuant to paragraph B.2. of this Article, 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.
4. When the seniority of two (2) or more teachers is equal pursuant to paragraph B.3. of this Article, 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.
5. When the seniority of two (2) or more teachers is equal pursuant to paragraph B.4. of this Article, the teacher with the earliest date and time of the offer of continuing appointment with the Board shall be deemed to have the greatest seniority. The offer of continuing appointment

from the Board shall include the date and time of verbal offer of employment. For teachers appointed prior to 1984, the date of the letter of appointment is the determining factor.

6. For the purposes of this article, leave's of absence in excess of one (1) month length of service with the Board, except for the following:
- a. maternity leave;
  - b. adoption leave;
  - c. parenthood leave;
  - d. educational leave as approved by the Board;
  - e. leave for duties with the Association or the BCTF;
  - f. secondment to the Ministry of Education, or a Faculty of Education or the College of Teachers;
  - g. teachers on a recognized and Board approved teacher exchange program;
  - h. long-term sick leave;
  - i. leave for teaching with the Department of National Defence or Canadian Universities Services Overseas;
  - j. leave for elected office at the provincial, federal, or municipal level;
  - k. teachers on leave of absence under the provision of the Self-Funded Leave Plan and Extended Leave of Absence Plan;
  - l. any leave approved by the Board,

7. For the purposes of this Agreement, continuity of service shall be deemed not to have been broken by resignation for purposes of maternity followed by re-appointment within a period of three (3) years, or by layoff and recall within a period of three (3) years, or by layoff and recall pursuant to this Agreement.

C. Definition of Qualifications

1. In this Agreement, "necessary qualifications" in respect of a teaching position means a reasonable expectation based on certification, training, education or experience of a teacher, that the teacher will be able to perform the duties of the position in a satisfactory manner, following a reasonable period of familiarization.
2. 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 the Joint Grievance Committee at Stage 3 of Section A, Article 18, (Grievance Procedure) and shall be subject to the remaining provisions of that Article.

D. Security of Employment Based on Seniority and Qualifications

1. When for bonafide educational or budgetary reasons the Board determines that it is necessary to layoff 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.
2. The Superintendent of Schools may assign and reassign teachers to positions on the teaching staff of the school district by giving at least seven (7) days' notice in writing of the reassignment to the teachers. The Board and Association agree that the Board may use this power to

implement the provisions of paragraph D.1. of this Article 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. The provisions of paragraphs A.3. and A.4. of Article 58 Section E (Transfers) shall apply.

3. Nothing in paragraph D.1. or D.2. of this Article 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.
4. The Board shall give each teacher it intends to layoff pursuant to this Article, notice in writing, as soon as is possible prior to November 30 in the fall term and May 31 in the spring term, such notice to contain the reason for layoff 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. The requirement that the effective date of the notice be at the end of a school term does not apply where the Board makes an appointment to a position which is temporarily vacant and which the Board reasonably believes will cease to be vacant at a time other than the end of a school term.
5. Should a decision under Section A, Article 18 (Grievance Procedure) result in fewer teacher appointments being laid off than specified above by the Board in accordance with paragraphs D.1. and D.4. of this Article, then the Board may within ten (10) days of the decision, layoff additional teacher appointments. The number of additional appointments terminated shall not exceed the original number of teacher layoffs that occurred in paragraph D1 and D4 of this Article.

#### E. Teachers' Rights to Recall

1. When a position on the **teaching** staff of the district becomes available, the Board **shall**, notwithstanding any other provision **of this Agreement**, first offer recall to the teacher on the recall list who has the most seniority among those laid off pursuant to this Article, **provided that** teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the **next greatest seniority** and the necessary qualifications, and **the process shall be repeated until the position is filled**. All positions shall be filled in this manner while there are teachers remaining on the recall list.
2. A teacher who is offered recall pursuant to paragraph E 1 shall inform the Board whether or not this offer is **accepted** within forty-eight (48) hours of the receipt of such offer.
3. The Board shall allow a **maximum** of thirty (30) days from the acceptance of an offer under paragraph **E 2** of this Article, 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**.
4. A teacher who **is not able to accept a teaching position** offered to him/her under this Article, **because he/she** is attending university, or **she** is eligible for maternity leave, shall not **lose his/her** rights to recall.
5. A teacher's right to recall under this Article is lost:
  - a. if a teacher elects to accept severance pay under paragraph J of this Article;
  - b. if the teacher refuses to accept two (2) continuing positions of **equal or greater percentage** of time maintained at the time of layoff for which he/she possesses the necessary qualifications: or

7.

c. after three (3) years elapse from the date of layoff under this Article and the teacher has not been recalled. The teacher is responsible to ensure that the Manager, Human Resources and Operations is informed in writing of his/her current address.

6. In the event of an appeal by the teacher regarding offers of continuing positions referred to in paragraph E.5.b., of this Article, the question shall be referred to the Joint Grievance Committee at Stage 3 of Section A, Article 18 (Grievance Procedure) and shall be subject to the remaining provisions of that Article.

7. Upon recall under this Article, a teacher shall be entitled to a continuing appointment to the teaching staff of the district. The maintenance of continuing contract status shall not prevent the offer and acceptance of an assignment to a position which is temporarily vacant.

#### F. Seniority List

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 and 2 of this Article, 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.

#### G. Recall List

The Board shall maintain a Recall List. A copy of the Recall List shall be maintained on the list and the Association at least once in the fall term and once in the spring term of each year.

#### H. Sick Leave

A teacher recalled pursuant to this Article shall be entitled to all sick leave credit accumulated at the date of layoff.

#### I. Benefits

A teacher who retains rights of recall pursuant to paragraph E of this Article 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.

#### J. Severance Pay

1. A teacher on continuing appointment, who has one (1) or more years of continuous employment within the district, and who is laid off in accordance with paragraph D. 1. of this Article, may elect to receive severance pay at any time before the teacher's right to recall pursuant to paragraph E. 5. of this Article is lost.
2. Severance pay shall be calculated at the rate of eight decimal thirty-three percent (8.33%) of one (1) year's salary for each year of service to a maximum of two (2) year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of his/her layoff. No interest shall be paid on the amount owing from the date of layoff.
3. A teacher who receives severance pay pursuant to this Article and who is subsequently rehired by the Board, shall be entitled to retain all, or any portion of the severance pay; however, those years of service used to generate the severance pay that are retained by the teacher may not be used for determining severance pay at the time of any subsequent layoff.



K. Application to Part-Time Teachers

In the selection of teachers for layoff, and for purposes of recall, the seniority of a part-time teacher who is senior to another teacher will be deemed to remain intact.

L. Retraining

For the purposes of retraining for available positions with the Board, a teacher who receives notice of layoff under this Article shall be entitled to make application for a leave of absence of up to one (1) year. If at the discretion of the Superintendent the leave is granted, the Board shall amend the effective date of the layoff notice to coincide with the beginning of the school term which next follows the expiry of the period of the leave, or of any extension thereof.

**SECTION D - COLLECTIVE BARGAINING RELATIONSHIP**

Article 39 - CLASS SIZE AND CLASS COMPOSITION

A. Effective September 1, 1991, the Board and the Association agree to the following class size maximums:

1. Definitions:

- a. "Kindergarten" is defined as the First Year of the Primary Program.
- b. "Primary" is defined as Kindergarten, and Grades 1, 2 and 3 (or the first, second, third and fourth years of the Primary Program).

- c. "Intermediate" is defined as Grades **4, 5, 6** and **7** (or the Intermediate Program years 1, 2, 3 and 4).
- d. "Secondary" is defined as Grades **8, 9, 10, 11** and **12** (or the Intermediate Program years 5, 6 and 7 and the Graduate Program years 1 and 2).

**2. ELEMENTARY**

Kindergarten	20
<b>Primary multi-age/multi-program</b> (including Kindergarten)(Grades K-1)	20
<b>Primary multi-age/multi-program</b> (not including Kindergarten)(Grades 1-3)	22
Other Primary (Grades 1-3)	24
A grouping combining both Primary and Intermediate students	24
Intermediate split or multi-age/multi-program (Grades 4-7)	26
Other Intermediate (Grades 4-7)	29

in ~~the~~ event the District shall have year one (1) primary and year two (2) primary split classes ~~the District shall endeavour to establish class sizes below the level established~~ for year one (1) primary classes.

Letter of Understanding No. 2: Primary 1/Primary 2 Split Class Sizes.

**3. SECONDARY:**

Grades 8 - 12	30
Special Education Classes	14
Junior Secondary Alternate	25
Senior Secondary Alternate (With appropriate support services determined by the Administrative Officer in consultation with the teacher(s)).	15
Senior I.E.	20
Electronics	22
Junior I.E.	24
Power Mechanics (Parkland)	16
Graphic Arts	24
Senior Art	25
Junior Art	28
Computer Sciences	24
Senior Typing	24
Stage Craft	24
Home Ec. Workshop	24
Junior Drama	28
English	27
Secondary Languages	27
Science	26

**4. Special Education Teacher Case Load:**

An Elementary Pull-out Program Special Education Teacher shall have a maximum case load of fifteen (15) Special Education students. The programs included are as follows;

- a. District Learning Assistance Program
- b. Attention Deficit Disorder Program
- c. Highlands Resource Room Program

5. The class size maximum may be exceeded by two (2) students whenever the Principal, in consideration of the educational needs of the student, cannot:

- a. at the elementary level reassign the student to a different class within the school where the class size is lower; or
- b. at the elementary level reassign the student to a class, at the student's grade level, in an adjacent school.

List of adjacent schools:

Pinewood:	T.M. Roberts, Tenth Avenue
Steeples:	Muriel Baxter, Tenth Avenue
Highlands:	Muriel Baxter
Tenth Avenue:	Amy Woodland, T.M. Roberts, Muriel Baxter, Steeples, Pinewood
Amy Woodland:	Tenth Avenue, Gordon Terrace, T.M. Roberts, Muriel Baxter
Muriel Baxter:	Steeples, Highlands, Tenth Avenue, Amy Woodland
T.M. Roberts:	Tenth Avenue, Amy Woodland, Gordon Terrace, Pinewood
Gordon Terrace:	Amy Woodland, T.M. Roberts

This article does not limit the Administrative Officer from seeking other solutions regarding the assignment or reassignment of students.

- c. at the secondary level place the student in another section of the same course or an alternative course acceptable to the student.

B. The Board and the Association agree that where external constraints beyond the Board's control render the Board unable to comply with paragraph A of this Article, the Board may

exceed their obligation only after consultation with the Association. For the purposes of this Article, "consultation" shall be defined as meaningful discussions in good faith, between the respective parties in an attempt to arrive at a mutual agreement.

- C. Individual Music class sizes will be set in each school by the Administrative Officer after consultation with the affected teacher(s).
- D. Triple Block Physical Education Classes - Maximums
  1. Maximum student load in triple blocked P.E. classes at Laurie and Parkland schools shall not exceed seventy-two (72) students in total.
  2. The maximum total student load may be exceeded by three (3) students whenever the Principal, in consideration of the educational needs of the student cannot place the student in another section of the course.
- E. The number of students in a shop or other specialized classroom shall be determined as the number for which the facilities are designed or equipped.
- F. A larger grouping of students may be requested by the teacher to fulfill a particular educational purpose.
- G. This clause shall be in force and any necessary adjustments shall be made by September 30 each year for non-semestered classes. In semestered courses, this clause shall be in force three (3) weeks after the commencement of the semester, or, where applicable, one (1) week after provincial exam results are received.
- H. The administration in consultation with the school staff will develop the class organization which best utilizes professional staff and serves the needs of students.

I. Student Contacts

No secondary teacher shall have an average class size of more than twenty-seven decimal five (27.5) students nor more than one hundred and ninety-two (192) student contacts per timetable cycle unless agreed to by the teacher and the Administrative Officer.

J. Number of Preparations

1. Except for teacher assignment preference no teacher shall be **required** to prepare more than five (5) different courses **at the junior secondary level** or more than three (3) different courses in each semester at the senior secondary level.
2. A course shall be defined as any course defined or listed by the Ministry of Education or any courses **specified** within the school as "honours/enriched", or "modified", and any defined locally developed course.

Article 40 - MAINSTREAMING/INTEGRATION

- A. **Special** needs students will receive the same consideration as other students for placement in their neighbourhood school.
- B. Prior to integration of the student in a regular classroom the **School Based Team** composed of the classroom teacher, administrative officer, special education/**learning assistance** teacher and, where appropriate, other **professional** personnel, auxiliary staff, parents and the student will meet to **consider** appropriate educational and medical information and to determine an educational program.

C. In making a decision on the placement of a student to be integrated, the School Based Team shall take into account the present situation regarding:

- a) the student's educational, medical and physical needs;
- b) class size and class composition;
- c) support services;
- d) facilities, equipment and resources.

The School Based Team may also make recommendations to the Director of Instruction: Special Services, respecting in-service for the receiving teacher(s).

D. There shall be a maximum of two (2) dependent handicapped and/or low incidence-high cost students integrated into any regular classroom. This number may be exceeded only by agreement between the School Based Team and the classroom teacher.

E. Individual Education Plans (IEP's) shall be the responsibility of the Special Education/Learning Assistance Teacher in conjunction with the classroom teacher after discussions with the School Based Team.

F. Teachers shall not be required to provide health services and related assistance to dependent handicapped students that may be required during lunch hour, recess and during all class/instructional time.

#### Article 41 - HOURS OF ASSIGNMENT/PREPARATION TIME

A. Hours of Assignment

1. A full-time elementary teacher's weekly instructional assignment shall not exceed twenty-five (25) hours per week. A full-time secondary teacher's weekly assignment shall not exceed twenty-seven and one half (27.5) hours per week.

2. A teacher's weekly assignment shall be defined as the time during the week devoted to teaching courses and lessons. In addition, it shall also include recess break, designated preparation time, supervision of study periods and home room, and class break time.

3. A part-time teacher's weekly assignment shall be pro-rated in proportion to a full-time teacher's weekly assignment. (See Section B, Article 25 Part-Time Teachers' Pay and Benefits).

B. Preparation Time

1. Each full-time Elementary teacher shall be entitled to a minimum of eighty (80) minutes of preparation time per week to be scheduled as part of his/her weekly assignment.

As of September 1, 1991, each full-time elementary teacher shall be entitled to a minimum of ninety (90) minutes of preparation time per week to be scheduled as part of his/her weekly assignment.

2. Each full-time Secondary teacher shall be entitled to a yearly average of one (1) block of preparation time out of eight blocks of a regularly scheduled instructional cycle. Should the Board move away from an eight (8) block timetable, the parties agree to review the impact of such change and to ensure that there is no loss of teacher preparation time.

Article 42 - REGULAR WORK YEAR FOR TEACHERS

A. The annual salary established for teachers covered by this Agreement in Section B, Article 23 (Salary Schedule) shall be payable in respect of the teacher's regular work year. The regular work year for full-time teachers shall not exceed one hundred and ninety-five (195) days in session comprising:



1. one hundred and ninety (190) instructional days inclusive of one year end administrative day on which pupils may be required to attend for report card and/or administrative purposes.
2. no fewer than five (5) non-instructional days as per Section F, Article 71 (Non-Instructional Days).
3. during the 1992 school year no fewer than two (2) non-instructional days specified by the Board for educational/curriculum change activities provided the schools remain in compliance with Regulation 8 of the School Act.

B. The regular work year for 1990-91, 1991-92 is attached to this agreement as Appendix B.

C. The Board in consultation with the Association shall establish the annual school calendar in accordance with the attached Letter of Understanding No. 3.

Article 43 - DURATION OF THE SCHOOL DAY

Attached as a Letter of Understanding No. 4.

Article 44 - NOON HOUR SUPERVISION

- A. Subject only to paragraph B of this Article, no teacher shall be required to perform school supervision duties during the school's regularly scheduled noon intermission.
- B. in order to deal with emergent circumstances the Administrative Officer shall assign teachers in a fair and equitable manner, to assist the individual(s) performing noon hour supervision should such assistance be required.

Article 45 - EXTRA CURRICULAR ACTIVITIES

- A. In this Agreement, extra curricular, programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school. Extra curricular activities and programs include those that are ordinarily carried on beyond the usual school instructional hours and with voluntary student participation.
- B. The Board agrees that all extra curricular activities are voluntary.
- C. Extra curricular activities shall not form any part of a job description or posting of a teacher.
- D. While voluntarily involved in extra curricular activities, teachers shall be considered to be acting in the employ of the Board, for purposes of liability of the Board and coverage by the Board's insurance.

Article 46 - STAFF MEETINGS

- A. Notice:  
At least seven (7) day's notice of regular staff meetings shall be given, including the preliminary agenda of items to be considered.
- B. Agenda:  
All staff members shall have the right to place items for consideration on the staff meeting agenda.

C. Attendance:

Teachers shall not be required to attend staff meetings:

- 1. which commence prior to (1) hour before classes begin or which include less than two hours after dismissal of pupils;
- 2. during recess or during the intermission unless mutually agreed upon by the teacher and administrative officer;
- 3. on weekends, holidays or days when school is not in session.

D. Written minutes of staff meetings shall be kept and circulated to all staff members. The procedure for recording minutes of staff meetings will be determined at the first staff meeting of the school year.

E. Part-time and itinerant teachers shall attend staff meetings whenever possible.

F. There may be up to two (2) regularly scheduled staff meetings per month. This does not include meetings of segments of the staff or school committees.

Article 47 - TECHNOLOGICAL CHANGE

A. Definition

For the purposes of this Agreement the term "technological change" shall be understood to mean the introduction, because of technological change or development, of equipment or material, different in nature, type or quantity from that previously utilized, and which adversely affects teachers in the daily operation of their classrooms, or their security as members of the bargaining unit or alters significantly the basis on which the contract was negotiated.

B. Consultation

When the Board Intends to change the manner in which it carries out educational operations and services the Board shall request a meeting with the Association to determine whether or not the Intended change constitutes a technological change as defined herein.

C. Notice

When it is determined that a technological change is to be Introduced, the Board shall so notify the Association in writing. Such notice shall be given as far as possible in advance of, and at least ninety (90) days before, the term in which the Introduction of the technological change is intended.

D. Data to be Provided

1. The notice of intent to Introduce a technological change shall contain:
  - a. the nature of the change;
  - b. the date on which the Board proposes to effect the change;
  - c. the approximate number, type and location of Association members likely to be affected by the change;
  - d. the effects the change may be expected to have on Association members' working conditions and terms of employment;
  - e. all other pertinent data relating to the anticipated effects on Association members.
2. The Board shall update this information as new developments arise and modifications are made.

#### E. Negotiations

When the Board has notified the Association of its intention to introduce a technological change, the parties shall meet within the next thirty (30) days to reach agreement on solutions to the problems arising from this intended change and on measures to be taken by the Board to protect the Association members from any adverse effects. Such agreement may include:

1. the provision of training or retraining to one (1) or more Association members;
2. the transfer or reassignment of Association members to other assignments;
3. the entering into of Letters of Agreement protecting Association members from other anticipated health and safety effects.

#### F. Resulting Agreements

When the parties agree to appropriate solutions to the problems arising out of intended technological changes, the solutions shall be prepared as a Letter of Agreement between the parties and such letters of agreement shall have the same effect as the provisions of the existing Agreement and shall be subject to Section A, Article 18 (Grievance Procedure).

- G. Where the parties are unable to agree on appropriate solutions to the problems arising out of intended technological change the matter shall be referred to arbitration under Section A, Article 18 (Grievance Procedure).

Article 48 - SPACE AND FACILITIES

In the event that major renovations to an existing school are considered, or a new school is to be constructed, teachers will be provided with an opportunity for input and recommendations.

Article 49 - HEALTH AND SAFETY

- A. The Board and the Association shall co-operate in ensuring that facilities and practices meet the standard for health and safety in schools as required by the Workers' Compensation Board. The Association shall appoint two (2) members to represent it on the District's Health and Safety Committee. This Committee shall have the responsibilities outlined by the Workers' Compensation Board.
- B. Student medication procedures:
  - 1. In general, teachers shall not be required to administer medication on a regular basis.
  - ... In an emergency situation, it is recognized that school staff have a "duty of care" under common law.
- C. The Board shall ensure that each work site has a copy of the Industrial Health and Safety Regulations of the Workers' Compensation Act and a copy of the Occupational Environment Regulations of the Work Place Act.

Article 50 - ASSOCIATION INVOLVEMENT IN BOARD BUDGET PROCESS

The Association will be provided with an opportunity to make a representation to the Board during the Board's annual budget formulation process.

**Article 51 - SCHOOL-BASED BUDGETING/MANAGEMENT**

- A. To facilitate staff participation in the school based budgeting/**management planning process**, Administrative Officers, in consultation with the staff, shall develop a **process** whereby:
1. teachers will have an opportunity to participate in the establishment of school goals and objectives;
  2. teachers will have ready access to school information relative to the decision-making process;
  3. teachers will have an opportunity to participate in the budget planning process;
  4. time and support are made available to carry out the process.
- B. Decisions at the school level shall be in accordance with the contracts between **the** Board and the Association and the Board and C.U.P.E. Local 729.

**Article 52 - HAZARDOUS MATERIALS**

The Board shall provide an education program annually to present information **respecting** the WHMIS labels, Material Safety Data Sheets (MSDS), and precautionary measures concerning specific materials.

**Article 53 - HOME EDUCATION**

Teachers shall not be required to instruct, prepare materials or exams, assess or prepare reports on home-schooled students who are not in attendance in their class.

#### Article 54 - ACCESS TO SCHOOL

The Administrative Officer, in consultation with school staff, shall ~~at~~ the beginning of the school year establish a procedure to allow all teachers access to their school building during after school hours, weekends and holidays for the purpose of the preparation of curricular materials and for other related teaching duties,

#### SECTION E - PERSONNEL PRACTICES

#### Article 55 - POSTING VACANT POSITIONS

A. In this article "vacancy" means an existing or newly created teaching assignment/position to which a teacher is not assigned. All teachers in the District are eligible to apply for all vacancies.

#### B. Posting Teaching Positions

1. The Board, in addition to any external advertising, shall, ~~between~~ September 1 and June 30, post notices in all schools of all positions of twenty (20) teaching days duration or longer for which appointments to the teaching staff of the district will be required. Such notices shall be posted for a period of four (4) school days. Teaching position vacancies that become available between July 1 and August 31 of the school year shall be advertised in the local newspapers.
2. Advertisements for appointment to the teaching staff of the district shall not include reference to extra-curricular activities and programs.
3. Prospective appointees shall be informed of the nature of the assignment(s), the expectations of the Board and of



school of the learning, working and living conditions in the district prior to the appointment.

- C. If the Board determines to interview a number of candidates, in order for the Principalship of a school, the Board will require that a representative of the school staff participate in the interview sessions and provide the Board with an interview summary.

Article. FILLING VACANT POSITIONS

- A. The Board shall fill teaching vacancies in the following priority, provided that the teacher has the necessary qualifications to perform the duties of the vacant position:

1. Teachers of full-time continuing staff and teachers with full-time continuing contracts who are returning from leaves of absence, including exchange teachers, teachers with Department of National Defense, and teachers on annual leave;
2. Teachers on continuing part-time assignments who request a return to their former continuing full-time assignment;
3. Teachers on continuing part-time assignments requesting a change in assignment;
4. Teachers from the Recall List as per Section C, Article 38 (Priority);

Appointees to the District.

- B. If the Board requires filling during the school year and the successful applicant is currently employed in another full-time assignment or in a part-time assignment which may conflict with the scheduled assignment of the position to be filled, the position will be filled at the earliest reasonable date.

Article 57 - OFFER OF APPOINTMENT TO THE DISTRICT

- A. An applicant for appointment shall be entitled to rely on a representation of the Superintendent, Director of Instruction, ~~Manager~~, Human Resources and Operations or Administrative Officer that an offer of an appointment has been made, or that an appointment has been made, or with respect to the terms of such offer or appointment.
- B. The Board shall confirm a verbal offer of appointment to the District, in writing or by electronic mail, within forty-eight (48) hours.
- C. An offer of appointment to the District shall be deemed to have been accepted when the acceptance has been mailed or sent by electronic mail to the Board within forty-eight (48) hours of the initial offer of appointment by the Board.

Article 58 - TRANSFERS

- A. Transfers Initiated by the District
  - 1. Transfers shall not be initiated by the District as a disciplinary measure.
  - 2. When the district intends to transfer a teacher the Director of instruction: Educational Administration or designate, shall meet with the teacher to explain the nature of the transfer and the rationale for the transfer. The teacher may be accompanied by a member of the Association and shall be given twenty-four (24) hours to consider the matter and respond to the Director of Instruction: Educational Administration. The teacher will be given as much notice as is reasonable in the circumstances. Where possible seven (7) days notice will be given.

3. At or subsequent to such transfer the teacher shall have the opportunity to advise the Director of Instruction, Educational Administration, and such retraining requirements, in-service release time, and assisting teacher support which he/she believes necessary to adequately prepare for the proposed transfer.
4. Should the District transfer a teacher to an assignment involving a significantly different grade level or a significantly different subject area, the District will ensure that:
  - a. there remain no vacancies in the teacher's existing grade level or subject area in which he/she has the necessary qualifications;
  - b. the teacher is provided with adequate professional retraining which will include assisting teacher support and Inservice release time commensurate with the degree of change of assignment;
  - c. the teacher will be offered priority of transfer to future vacancies in his/her existing grade level or subject area together with placement of teachers who are on leave of absence unless the teacher otherwise agrees.
5. Any teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for three (3) school years except under exceptional circumstances,
6. The District will endeavour to complete the District Initiated transfer by May 31 save when they are necessitated by circumstances not reasonably known to the District at that time.

7. A teacher who is transferred for reasons of projected enrollment decline shall have the opportunity of returning forthwith to the position previously held in the event that the projected decline does not actually materialize and the position previously held is reestablished
8. A District initiated transfer may be **grieved by a teacher** pursuant to Section A, Article 18 **Grievance Procedure** on the basis that the transfer is unjust or unreasonable in the circumstances. However, such a **grievance** may proceed no further than the conclusion of **Stage 3**, except for a **grievance** initiated under paragraph **A1** of this Article.

**B. Transfer Initiated by the Teacher**

1. Teachers may **apply for transfer to any vacant position posted** pursuant to **Section E, Article 55 (Posting Vacant Positions)** at the time it is posted, and may **apply for transfer generally** by request in writing to the **Superintendent by March 31**.
2. If the request for transfer is effected, the teacher shall be notified, in writing, **prior to May 31**, save for those vacancies posted after **May 31**.
3. If the request for transfer is not effected, the teacher shall be notified, in writing, **prior to May 31**, and **he/she** shall be given reasons why the transfer was not effected.
4. A teacher who is not granted a general request for transfer may, within **seven (7) days** of notification, request a **meeting with the Superintendent** to discuss the reasons given. The teacher may be accompanied at such meeting by a member of the Association.

5. In the event that a teacher receives a less than satisfactory report, transfer requests received will be given consideration and may be granted at the discretion of the Superintendent.
6. In addition to the above any pair of teachers, or group of teachers mutually agreeing to transfer, shall complete an application to the Manager, Human Resources and Operations by April 30, a Mutual Transfer Agreement Requested by each consenting teacher and the Administrative Officer from each school involved. Such transfer must be approved by the Superintendent. The Superintendent shall confirm, in writing, to each transferring teacher and to Administrative Officers, by May 15, whether the Mutual Transfer Agreement Request has been approved or not approved.
7. Denied transfer requests may be grieved by a teacher pursuant to Section A, Article 18 (Grievance Procedure). However, such a grievance may proceed no further than the conclusion of Stage 3 of the Grievance Procedure.

#### Article 59 -ASSIGNMENT IN SCHOOL

1. Assignments within a school shall be based upon the qualifications, training, experience, performance in relation to available positions, equitable distribution of Workload and personal preference of the teacher and shall not be used for disciplinary purposes.
2. A staff meeting shall be held prior to June 15 for the purpose of discussing the proposed timetable and staff assignments for the next school year.

3. An assignment may be grieved by a teacher pursuant to Section A, Article 18 (Grievance Procedure) on the basis that the assignment is unjust or unreasonable in the circumstances. However, such a grievance may proceed no further than the conclusion of Stage 3, except for a grievance initiated because the assignment is discriminatory.

Article 60 - EVALUATION OF TEACHING

- A. The Superintendent of Schools may at some time in the school year, formally evaluate or cause to be evaluated by a person authorized in that behalf by regulation, the work of
  1. any teacher in the school district about whom the Board or the Minister requests a report;
  2. any teacher in the school district who has not had an evaluation during the previous four (4) years of their employment with the district;
  3. and may also formally evaluate
    - a. at any time during the school year, the work of any other teacher in the school district.
    - b. any teacher in the school district who, on or before March 31 in that school year, requests that a report be made about himself/herself.
- B. Process of Evaluation
  1. Pre-conference:

At least ten (10) school days prior to commencing observations, the evaluator will review with the teacher the process, criteria for evaluation, timelines for evaluation, number of classroom visits, plans for communicating to the teacher the observations of the evaluator, and any

special circumstances within the teacher's assignment. Additional criteria should be developed by the evaluator in consultation with the teacher to be evaluated.

2. Observations and Data Collection:

The evaluator will visit the classroom and collect data on the established criteria.

3. Post-conference:

This meeting will normally be held on the same day as the observation. Observations and notes from the classroom visit will be shared by the evaluator at this time.

4. Teacher-Input:

The teacher is encouraged to provide relevant information and will be given the opportunity to list his/her contributions to the general work of the school for which he/she wishes to receive credit.

5. Number of Observations:

A minimum of three (3) and a maximum of six (6) observations of the learning situation will be made by the evaluator during the observation period.

6. Periods chosen for observation shall not be at abnormal or inappropriate times and the teacher shall have the opportunity to select half (1/2) the observation times.

7. Reports shall be prepared only by the Superintendent of Schools, a Director of Instruction, an Assistant Superintendent or an Administrative Officer of the school to which the teacher is assigned and shall be prepared independently and without collaboration on content or results. No report shall be written by a person in respect of whom

there exists a reasonable apprehension of bias. Any allegation of bias must be raised and proven by the teacher prior to the evaluation.

8. Content of the Report:

- a. The content of a teaching report shall be an objective description of teaching performance based primarily on the personal observations of the evaluator. Judgments shall be adequately substantiated.
- b. The major focus of the report shall be in the teacher's prime area(s) of expertise or assignment.
- c. Reports shall reflect any discrepancy between the teacher's assignment, professional training and preferences of teaching subjects and grades.

9. Draft Report:

In normal circumstances, within two (2) weeks of the conclusion of the schedule of observations the teacher shall receive a draft copy of the report. In the case of pending less than satisfactory reports a longer time frame should be anticipated. Within one week after receiving the draft copy of the report the teacher shall have the opportunity of meeting with the evaluator to propose changes to the draft. In the case of a pending less than satisfactory report the teacher may elect to be accompanied by a third person. The evaluator shall make every effort to ensure accuracy and shall attempt to reach agreement on the report with the teacher prior to filing the final report.

10. Final Report:

The final report shall be filed within two (2) weeks in the teacher's personnel file at the school district office. A copy shall be given to the teacher at the time of filing. One



(1) additional copy may be retained for a reasonable period of time by the author (in strict confidence) for his/her record. No other copies of the report shall be filed except where a report has been requested by the College of Teachers. In such event a copy shall be forwarded to the College.

11. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report.

12. Improvement Plan:

In the case of a less than satisfactory report, any major deficiencies identified by the evaluator will be discussed with the teacher. A plan for improving performance will be developed jointly with the local Association, the teacher and the Board and shall be made available to the teacher. This plan will contain a time frame for improvement and the commencement of subsequent formal evaluation.

C. Suggested Report Format

1. Heading:

This section of the report form shall identify the teacher, date of the report, school the teacher is assigned to, school district, grades and/or subjects taught, teacher's certification, division enrolled and/or position held, number of years service in the school, number of years service in British Columbia and number of years elsewhere.

2. Introduction:

This section will contain a description of the teacher's current teaching assignment. The introduction will also provide a summary of the observations and the evaluation by the evaluator.

3. Process:

This section will contain a statement of the evaluation process including the classes observed by the evaluator and the post-conferences held between the evaluator and the teacher.

4. Description of the Teaching Situation:

This section shall include a review of the teacher's assignment and professional training.

5. Description of Teaching Observed:

This section shall include, but not be restricted to, the following:

- a. assignment;
- b. physical setting of the classroom;
- c. educational needs of the pupils;
- d. the teacher's curricular plans for the students - goals and objectives;
- e. the teacher's management of the pupils, their behaviour, and the rapport between the teacher and the pupils;
- f. the teacher's presentation of the curriculum to the pupils;
- g. the teacher's evaluation of the pupils;
- h. the educational progress of the pupils;
- i. the teacher's communication with the parents of the pupils;

- j. the teacher's attention to rules and policies of the district and school as they pertain to the learning situation in the teacher's classroom;
- k. the teacher's continued professional development, and
- l. the teacher's general contribution to the school.

6. Recommendations and Suggestions:

Recommendations will be based upon the criteria outlined in paragraph C5 of this article, and will include specific suggestions regarding improvement, detailed timelines and support that will be provided to the teacher.

7. Summary:

This section will contain a summary of the previous sections of the report.

8. Statement of Evaluation:

This statement will report the work of a teacher to be either "satisfactory" or "less than satisfactory". It is understood that the content of the report, paragraph C, 1 - 6, of this Article, will provide the rationale for the Statement of Evaluation.

**Article 61 • NO DISCRIMINATION**

The Board and the Association agree that there will be no discrimination against any member of the bargaining unit on the basis of race, colour, creed, age, physical handicap, sex or sexual orientation, religious or political affiliation, national origin, marital status, whether he/she has children, or because he/she is participating in the activities of the Association, carrying out

duties as a representative of the Association, or involved in any procedure to interpret or enforce the provisions of the Agreement.

#### Article 62 - SEXUAL HARASSMENT

- A. The Board and the Association recognize the right of all employees to work in an environment free from sexual harassment.
- B. For purposes of this Article sexual harassment means any repeated and unwelcome sexual comment, suggestion or physical contact that creates an uncomfortable working environment for the recipient, made by a person who knows or ought to know it is unwelcome; 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.
- C. Employees of the Board found to have been sexually harassing a teacher of the Board shall be subject to a disciplinary action.
- D. Complaints regarding alleged sexual harassment shall be dealt with seriously and in strict confidence.
- E. The complainant shall request a meeting with the alleged offender unless the complainant believes that no useful purpose would be served by such a meeting. If such a meeting is to be held, both parties shall attempt to reach an agreement for the resolution of the complaint. If the complainant and/or the alleged offender are members of the Association they may be accompanied by another member of the Association.
- F. if no agreement for the resolution of the complaint has been reached or an agreement for resolution has been breached by the alleged offender, a complaint may be filed with a senior Board official. The senior Board official shall convene a

meeting with the complainant and the alleged offender and each may be accompanied by a representative of the Association or another Board representative. Both parties shall attempt to reach agreement on a course of action.

- G. If no agreement is reached in the meeting with the Board official, or the agreement is breached, the complainant may refer the matter directly to Arbitration as per Section A, Article 18, paragraph C.
- H. In cases where sexual harassment may result in the transfer of a teacher it shall be the offender who is transferred, except the complainant may be transferred with the employee's consent.
- I. No teacher shall be subject to reprisal, threat of reprisal or discipline as a result of filing a bona fide complaint of sexual harassment. In the event the complaint is found to be a false or malicious complaint, appropriate action may be taken.

#### Article 63 - NON-SEXIST ENVIRONMENT

A non-sexist environment shall be defined as that in which there is no discrimination against females and males by portraying them in stereotyped roles or by omitting their contributions to particular curriculum areas.

1. The Board and the Association do not condone and will not tolerate any written or verbal expression of sexism within the school system.
2. All staff members will be encouraged to be cognizant of sexist materials and, where necessary, to recommend to the Administrative Officer their removal from the curriculum.

Article 64 - RACE RELATIONS

- A. The Board and the Association do not condone and will not tolerate any expression of racism.
- B. Any written allegation of racism within the school system will be investigated jointly by the Superintendent and the President of the Association and the results and recommendations reported to the Board and the Association.

Article 65 - PERSONNEL FILES

- A. There shall be only one (1) personnel file for each teacher maintained at the School Board Office. Any personnel file kept at a school shall be consolidated with the Board Office personnel files when the teacher leaves that school.
- B. After receiving a request from a teacher, the Manager, Human Resources and Operations, in respect of the district file, or the Administrative Officer of the school, in respect of any school file, shall forthwith grant access to that teacher's file.
- C. An appropriate Board official shall be present when a teacher reviews his/her file, and the teacher may be accompanied by an individual of his/her choosing.
- D. The Board agrees that only factual material and material relevant to the employment of the teacher, shall be maintained in a personnel file. Where material critical of the teacher, or in the nature of a reprimand, is placed in the file, a copy of each item filed shall be forwarded to the teacher at the time of filing. Where a teacher is of the view that material on file does not meet this criteria and the material is not removed from the file, the teacher may submit a written comment on the material or any other supporting documentation, which shall be attached to and filed with all copies of the offensive material.

- E. Except for formal evaluation reports, material which is critical of the teacher, or in the nature of a reprimand, shall be removed two (2) years after the filing, at the request of the teacher, provided that no further material of that nature has been subsequently filed.
- F. Documents related to suspensions which occur because a teacher has been charged with a criminal offense or because the Board considers that the presence of a teacher in a school would be dangerous or harmful to the pupils, may be removed five (5) years after the filing, at the request of the teacher, provided that no further material of that nature has been subsequently filed. Such decision will be made by the Superintendent.
- G. Personnel files shall be in the custody of the Superintendent and shall not be accessible to other than appropriate administrative officials of the school district.

Article 66 - SCHOOL ACT APPEALS

- A. Where a pupil and/or parent/guardian files an appeal under the School Act (Section 11) of a decision of a teacher covered by this agreement, or in connection with or affecting the teacher:
  1. the teacher and the Association shall immediately be notified of the appeal, and shall be entitled to receive all documents relating to the appeal;
  2. the teacher shall have the opportunity to provide a written reply to any allegations contained in the appeal.
- B. The District shall, prior to hearing any appeal, request the pupil and/or parent/guardian of the pupil discuss the decision with the teacher(s) who made the decision.

- C. The teacher shall be entitled to attend the formal hearing in connection with the appeal where the appellant is present and shall have the right to representation by the Association.
- D. No decision of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Agreement, or deprive the teacher of any right, benefit or process otherwise provided by law.

Article 67 - FALSELY ACCUSED EMPLOYEE ASSISTANCE

- A. When a teacher has been falsely accused of child abuse or sexual misconduct in the course of exercising his/her duties as employees of the Board, the teacher shall be entitled to assistance from the Board as provided in this Article.
- B. The teacher and the teacher's family shall be entitled through the district Employee and Family Assistance Program to counselling to deal with negative effects of the allegations.
- C. The teacher shall be assisted by the Board in assuring successful return to teaching duties. This may include a period of leave of absence with pay, transfer to any vacant position and provision of factual information to parents by the Board.

Article 68 - RESIGNATION & RELEASE FROM CONTRACT

- A. Letters of resignation from teaching personnel may be effective only at the end of a school term, i.e. June 30 or December 31, or the end of the first semester. Teaching personnel must submit letters of resignation to the Superintendent not later than thirty (30) days prior to the effective date of resignation.



B. Release from Contract Requests

Teachers and other personnel desiring release from their teaching assignments prior to June 30th, or December 31, or the end of the first semester, must submit a letter to the Superintendent indicating the following information:

1. requested date of release from contract;
2. reasons for the request.

C. Applicants requesting a release from contract are advised that a release must be approved prior to their accepting a teaching position with another district.

**SECTION F - PROFESSIONAL DEVELOPMENT**

Article 69 - EDUCATIONAL CHANGE

- A. An Educational Implementation Committee shall be established to investigate, analyze and make recommendations to the Board respecting the implementation of the significant educational and/or curriculum change. It shall have five (5) District representatives and five (5) teacher representatives. The committee shall determine its own guidelines. Where appropriate, the committee may invite input from members of the community.
- B. Sub-committees responsible to the Educational Implementation Committee shall be established as required to pursue various components of the educational and/or curriculum change and shall report their findings and recommendations back to the Educational Implementation Committee.
- C. When implementation of change in educational and/or curriculum change occurs, the Educational Implementation Committee will consider and make recommendations to the

Board, relevant to education change including but not limited to resources, time, inservice, retraining, piloting and criteria for measuring success of the implementation.

- D. All funds provided to the District for the implementation of educational and/or curriculum change shall be used for that purpose.

#### Article 70 - PROFESSIONAL DEVELOPMENT

- A. The Board shall establish a fund for the purpose of promoting professional development of the teaching staff of the school district.
- B. The Board will provide an amount of sixty thousand dollars (\$60,000) for this fund in each year of the Agreement.
- C. In addition, the Board agrees to match the contribution of the Association to this fund to a maximum of six thousand dollars (\$6,000) in each year of the Agreement.
- D. The professional development fund as established by the Board shall be controlled and administered by the Professional Development Committee and the Professional Development Funding Committee.
- E. Substitute teachers shall have access to the Professional Development Fund as other teachers in the district.
- F. 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 ten thousand dollars (\$10,000), 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 district.

Article 71 - NON-INSTRUCTIONAL DAYS

- A. The five (5) non-instructional days specified by the Board will be utilized for teacher professional development, staff development, program development and school planning.
- B. During the 1991-92 school year no fewer than two (2) non-instructional days specified by the Board will be utilized for educational/curriculum change activities provided the schools remain in compliance with Regulation 8 of the School Act.
- C. The Administrative Officer, in consultation with his/her staff shall plan the utilization of non-instructional days. For the purposes of this Article, 'consultation' shall be defined as meaningful discussions in good faith, between the respective parties in an attempt to arrive at a mutual agreement on the use of non-instructional days.
- D. Non-instructional days shall be considered as instructional days for salary purposes.
- E. Teachers are to be in attendance to participate in non-instructional day activities.

Article 72 - PARENT/TEACHER CONFERENCES FOR  
ELEMENTARY SCHOOLS

- A. In addition to the non-instructional days specified by the Board in its annual school calendar, the Board shall provide elementary schools with eight (8) hours for parent/teacher conferences. A further eight (8) hours shall be allotted to schools for year one (1) primary teachers who teach two (2) classes.
- B. Such hours are to be provided during the instructional week at times mutually agreed upon by the staff and the Administrative Officer. The parent/teacher conference needs of part-time staff will be recognized on a not-less-than pro-rata basis and appropriate time will be provided.

Article 73 - CURRICULUM IMPLEMENTATION

- A. When new curriculum is being introduced to the school district, it shall be the responsibility of the Board to provide in-service for teachers and to facilitate the implementation of the new curriculum.
- B. Where the Board and the Association deem it necessary, a Joint Curriculum Implementation Committee shall be struck in order to make recommendations to the Board and the Association on curriculum implementation that includes the following:
  1. time considerations;
  2. professional development;
  3. materials;
  4. funding;
  5. the effect on current educational practices and staff.

- C. The Joint Curriculum Implementation Committee will normally be comprised of the following:
1. an Administrative Officer;
  2. the Superintendent or designate;
  3. an Association Professional Development Chairperson or designate;
  4. three (3) representatives of the Association working in the subject area for implementation.

Article 74 - SCHOOL ASSESSMENT/ACCREDITATION

- A. The staff of the school involved shall use the Ministry of Education instruments in a professional manner to provide the best assessment possible.
- B. The Board shall provide to each school involved:
1. release time to assist teachers to carry out the assessment without jeopardizing the current educational programs;
  2. extra secretarial time required;
  3. approval of a non-instructional day if requested;
  4. appropriate technology.
- C. Where an external review team is to be used, the staff and administration shall be consulted on the make-up of the external review team members.
- D. Ministry funds targeted for follow-up activities in a school shall be made available to the school.

Article 75 - PROFESSIONAL AUTONOMY

Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practice, have individual professional autonomy in the planning, presentation of course materials in the classes of pupils to which they are assigned.

SECTION G - LEAVES OF ABSENCE

Article 76 - SICK LEAVE

- A. Sick leave with pay is earned at the rate of one and one-half (1.5) days for each month in the service of the Board.
- B. Any days during which the teacher has been absent with full pay for reasons of illness or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher.
- C. Part-time teachers shall accumulate and be charged for sick leave on a pro-rata basis.
- D. At the beginning of each school year, fifteen (15) days of sick leave shall be credited to each teacher. Teachers commencing employment with the Board during the year shall have credited to them the pro-rata portion of sick leave benefits which would accrue to them for the balance of the school year.
- E. There is no maximum to the number of days of sick leave that may be accumulated, however no more than one hundred and twenty (120) sick leave days may be utilized in one (1) school year.

- F. Each teacher shall receive, during the school term, a monthly accounting of his or her accumulated sick leave.
- G. Sick accumulated by each teacher prior to June 30, 1990, shall continue to be credited to each teacher.

**Article 77 - MATERNITY LEAVE**

**A. Short Term Maternity Leave**

A pregnant teacher will be granted maternity leave as per Part 7 of the Employment Standards Act (1980).

**B. Extended Maternity Leave**

1. Teachers granted leave under paragraph A of this article who choose not to return to work at the expiration of that leave may apply for extended maternity leave, four (4) weeks prior to the start of a semester or term or by May 31 in respect to leave expiring on June 30.
2. Leave shall be granted upon request for a period of up to a maximum of twenty (20) school months, with return to coincide with the commencement of a term or semester.
3. Teachers returning from extended maternity leave shall do so at the commencement of a term or semester and shall notify the Board four (4) weeks in advance except in respect to leave expiring June 30 where notice shall be given by May 31.
4. When a teacher has been granted extended maternity leave, the teacher may pay all benefit premiums during the period of the leave, if the teacher so requests and makes suitable arrangements for the continuation of the premiums.

C. Use of Sick Leave

If at the end of the agreed-upon period of leave, the teacher is unable to return to duty because of ill health, she shall present the Board with an acceptable medical certificate and shall qualify for her sick leave provisions.

D. Early Return and Emergency Situations

1. In the case of an incomplete pregnancy, death of the child, or other special situations, a teacher may return to duty earlier than provided in the agreed-upon leave.
2. The teacher intending to make an early return to duty will submit a written application and a medical certificate.
3. A terminated pregnancy shall be treated in the same manner as a birth under the Employment Standards Act (1980) and the maternity and extended maternity leave provisions of the Agreement.
4. In emergency situations, the teacher's application for leave will be considered on shorter notice.

E. Adoption Leave

1. Paid leave shall be granted to either parent or both, if both are employees of the Board, for mandatory interviews or travelling time to receive the child, up to three (3) days.
2. In the case of adoption or legal guardianship of a child, maternity leave shall be granted upon request and may commence one (1) week prior to the date of the arrival of the child in the home. All relevant provisions of this Article shall apply.



F. Assignment

1. A teacher **returning from** short-term leave within a school year shall be **reassigned** to the same position held prior to the leave.
2. A teacher returning from extended leave shall be **assigned** to a comparable position within the District.
3. These items notwithstanding, a teacher may choose to apply for a transfer to another position.

Article 78 - **PATERNITY LEAVE**

On the birth of a child, or in the case of adoption or legal guardianship, the father may apply for and shall be granted Paternity Leave, one (1) day with pay and two (2) days at cost of substitute.

Article 79 - **PARENTHOOD LEAVE**

- A. **A teacher with a dependent child may be granted, upon written request by the teacher and consideration of the individual circumstances by the Board a leave (equal in length of up to one (1) Semester or one (1) school term) to meet the psychological or physical needs of the dependent child, as determined by a physician.**
- B. Parenthood Leave will be without pay and upon prepayment of the **entire premiums**, the teacher may **elect** to continue to receive **medical**, extended health, group life insurance, dental and other benefits in accordance with this Agreement.
- C. **If the return date is prior to the end of the semester or school term in which the parenthood leave takes place, the teacher who returns to duty on completion of Parenthood Leave will be assigned to the teaching position previously occupied.**

- D. An extension of the leave may be granted, upon written request by the teacher, including an updated report from a physician, and consideration of the individual circumstances by the Board.

#### Article 80 - JURY DUTY/LEGAL PROCEEDINGS LEAVES

- A. The Board recognizes the right of a teacher to attend court or other legal proceedings, for reasons which may be mandatory or personal. Leave of absence for such court attendance is subject to prior notice being given to the Administrative Officer, in writing, when time permits or by telephone to be confirmed later in writing if time does not permit.
- B. The Board shall grant leave of absence with pay to any teacher summoned for jury duty or required to attend any legal proceedings by reason of subpoena except where that teacher is suspended without pay as a result of being charged with a criminal offence. A teacher on such leave shall pay over to the Board any sums received for jury duty or witness fees, exclusive of travelling costs or meal allowances. The teacher shall produce a statement from an official of the court, of the time taken and the fees (if any) paid to the teacher.
- C. Where the private affairs of a teacher have otherwise occasioned an appearance in legal proceedings, a leave of absence with full pay less the full cost of a substitute shall be granted by the Board.

#### Article 81 - BEREAVEMENT LEAVE

- A. The Board shall grant leave with pay to a maximum of five (5) days in the case of the death of a spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-

in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or any other person living in the same household.

- B. Leave of absence in excess of five (5) days shall be granted upon request. It shall be with or without pay at the discretion of the Superintendent.
- C. In the event of the death of any relative not mentioned above or a friend of the teacher, the teacher is entitled to leave for one (1) day, with pay, for the purpose of attending the funeral and additional days, without pay, for travel, subject to the authorization of the teacher's Administrative Officer,

#### Article 82 • EMERGENCY LEAVE FOR FAMILY ILLNESS

In the case of illness to an immediate member of the family of a teacher where no one at home, other than the teacher, can provide for the needs of the ill person, the teacher shall be entitled, after notifying his/her Administrative Officer, to use up to a maximum of five (5) accumulated sick leave days per illness for this purpose. It may be requested such illness be certified by a medical practitioner.

#### Article 83 • DISCRETIONARY LEAVE

Leave of absence, not exceeding four (4) days in any school year, shall be granted following notification of the Administrative Officer. The basis of the deduction will be equivalent to the rate of a substitute teacher. Leave shall not be taken immediately prior to Christmas, spring break or summer holidays.

Article 84 - LEAVE FOR ELECTED OFFICE

- A. When a teacher is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, he/she shall be given leave of absence, without pay, during the election campaign. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, he/she shall be granted a long-term leave of absence.
- B. Teachers selected or appointed to municipal or regional district offices or public boards shall be granted leave of absence with pay minus cost of the substitute up to a maximum of five (5) days in any one (1) school year.
- C. Those teachers who are elected to a regional or municipal office will be granted up to three (3) days leave of absence with pay to attend their respective provincial annual general meetings.

Article 85 - WORKERS' COMPENSATION BOARD LEAVE  
WITH PAY

- A. Where a teacher suffers from a disease or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and he/she is entitled to compensation therefore under the Workers' Compensation Act, he/she shall not be required to use his/her sick leave credit for time lost, during the first twelve (12) calendar months, for reason of any such disability.
- B. All monies received by a teacher by way of compensation for loss of wages under the said Act shall be paid to the Board in return for which the Board shall pay the teacher the full amount of his/her wages to which he/she would have been otherwise entitled but for disability suffered or incurred by him/her aforesaid, subject to a time limitation of twelve (12)

calendar months after which period the amount paid to the teacher by the Board shall be charged against the accumulated sick leave credits of the teacher on a proportionate basis as long as the accumulation of sick leave benefits permits.

- C. Compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during the period of temporary disablement.
- D. Where a teacher is paid his/her wages by the Board while he/she is absent from his/her employment by reason of any disability other than one for which he/she would be entitled to receive Workers' Compensation benefits, and the teacher subsequently recovers such wages or any part thereof from any source, then the teacher shall pay the amount so recovered to the Board. Upon the Board receiving such amount, it shall credit the teacher paying the same with the number of days of sick leave proportionate to the amount so recovered.

#### Article 86 - LEAVE FOR STUDY

To enable teachers to attend summer sessions before July 1, leave of absence without pay may be granted by the Superintendent for a period no longer than the last ten (10) days in June. Approval under this clause shall not be granted to more than two (2) teachers from any one (1) school in any year.

#### Article 87 - LEAVE FOR EXAMINATIONS

A teacher shall be granted leave of absence by the Administrative Officer in order to write examinations which are related to his/her teaching. No deduction from salary shall be made for the actual day(s) during which the examinations are written. Other necessary travel days will be deducted at substitute cost.

Article 88 - LEAVE FOR UNIVERSITY CONVOCATIONS

A teacher shall be granted leave of absence by the Administrative Officer in order to attend a convocation to receive a degree. No deduction from salary shall be made for the day required for the convocation. Other necessary travel days shall be deducted at substitute cost.

Article 89 - LEAVE FOR VISITING EXCHANGE TEACHERS

Leave of absence for the purpose of travel shall be granted by the Board to teachers on exchange from other Boards, and whose salaries are paid by other Boards, up to a total of ten (10) days per teacher during the year of exchange. Such leaves are subject to the exchange teacher reimbursing the Board for substitute costs.

Article 90 - LEAVE FOR RELIGIOUS PURPOSES

The Administrative Officer shall grant up to two (2) days, without pay, for religious purposes per school year.

Article 91 - LEAVE FOR EXTENUATING CIRCUMSTANCES

- A. Where absence is necessitated by circumstances beyond the control of the teacher, the Administrative Officer may authorize up to three (3) days absence on the basis of a deduction equivalent to the rate of a substitute teacher.
- B. Where, in the opinion of the Administrative Officer, special consideration should be given, a recommendation concerning the granting of the request and the rate of salary deduction shall be submitted to the Superintendent,

#### Article 92 - SELF-FUNDED LEAVE PLAN

The Board shall administer a Self-Funded Leave Plan as determined by a separate agreement, (See Appendix C)

#### Article 93 - EXTENDED LEAVES

- A. Teachers may apply to the Board for consideration for extended leaves of absence to engage in study, travel, service with the Department of National Defence, or other personal reasons, which in the opinion of the Board, will likely contribute to the growth of the individual and the enrichment of the school district.
- B. Applications for extended leave of absence shall be submitted to the Superintendent three (3) school months prior to the expected date of the commencement of the leave.
- C. Applications for the Department of National Defence shall be submitted to the Superintendent before October 31 of the school year preceding the leave. The length of such leaves shall be in accordance with the Department of National Defence leave agreement and subject to the mutual agreement between the Board and the teacher.
- D. All other extended leaves of absence will normally be granted for a period of one (1) year or less.
- E. Although each request will be granted on its individual merits, leaves will not normally be granted to individuals who have fewer than three (3) years continuous service in this school district.
- F. Teachers returning from an extended leave must notify the Superintendent three (3) school months prior to the end of their leave of their intention to return to the employ of the Board.

G. On return from an extended leave the teacher shall be assigned in accordance with Section E, Article 56, (Filling Vacant Positions) of this Agreement.

H. Upon prepayment of the ~~entire premiums~~, the teacher may elect to continue to receive ~~medical~~, extended health, ~~group life~~ insurance, dental, and other ~~benefits~~ in accordance with this Agreement.

#### Article 94 - LEAVE TO ATTEND RETIREMENT SEMINARS

A teacher who is fifty (50) years of age or older shall be granted, upon request, up to a maximum of one (1) day's leave of absence, with pay, to attend a BCTF sponsored retirement planning seminar.

#### Article 95 - MEDICAL LEAVE OF ABSENCE

Where a teacher is on medical leave of absence, following the termination of sick leave, the Board will continue to pay its share of the cost of the ~~premiums~~ during the period the teacher is in receipt of BCTF Salary Indemnity Plan (Short Term) benefits and, where the teacher is in receipt of benefits from the BCTF Salary indemnify Plan (Long Term) for each of the plans the teacher was a participant in at the time the absence began. The teacher must make arrangements for advancing his/her share of the premiums.



AGREEMENT SIGNATURES

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

SIGNED AT CRANBROOK, BRITISH COLUMBIA, THIS 21 MY OF MARCH 1991.

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

CRANBROOK DISTRICT TEACHERS'  
ASSOCIATION

E. Harak  
CHAIRPERSON OF THE BOARD

[Signature]  
PRESIDENT

[Signature]  
SECRETARY-TREASURER

[Signature]  
CHAIRPERSON, C.D.T.A.  
BARGAINING COMMITTEE

## **APPENDIX “A”**

### **LIST OF ARBITRATORS:**

- 1. Steven Kelleher**
- 2. Don Munroe**
- 3. Vince Ready**
- 4. Allen Hope**

## APPENDIX "B" School Calendar

Notes	1990/91	1991/92
Days in session During Year	195	195
School Opens	Tuesday Sept. 4	Tuesday Sept. 3
Non-instructional Days available	5	5
Thanksgiving Day	Oct. 8	Oct. 14
School Holiday - Remembrance Day	Monday Nov. 12	Monday Nov. 11
Schools Close For Xmas Vacation	Friday Dec. 21	Friday Dec. 20
Xmas Vacation (Incl. Xmas, Boxing Day, and New Years Day)	Mon. Fri. Dec. 24 - Jan. 4	Mon - Fri. Dec. 23 - Jan. 3
Schools Reopen	Mon., Jan 7	Mon., Jan. 6
Provincial and Scholarship Exams	T.B.A.	T.B.A.
Schools Close for Spring Break	Thurs., Mar. 28	Friday, Mar. 13
Spring Vacation	Mar. 28 - Apr. 5	Mar. 16 - 20
Good Friday	Mar. 29	April 17
Easter Monday	April 1	April 20
Victoria Day	May 20	May 18
Provincial and Scholarship Exams	T.B.A.	T.B.A.
School Year Ends	Fri., June 28	Mon., June 29
August Prov. Exams	T.B.A.	T.B.A.

# APPENDIX "C"

## SELF-FUNDED LEAVE PLAN

THIS AGREEMENT made the 23 day of JUNE 1984

BETWEEN:

BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT  
No. 2 (Cranbrook), being a Board of School  
Trustees duly constituted under the Public  
School Act.

(hereinafter called the "Board")

PARTY OF THE FIRST PART

AND:

CRANBROOK DISTRICT TEACHERS' ASSOCIATION  
being a local association of the British  
Columbia Teachers' Federation.

(hereinafter called the "Association")

PARTY OF THE SECOND PART

WHEREAS the Board and the Association wish to establish a Plan whereby teachers employed by the Board have the opportunity of taking a one-year leave of absence on a deferred compensation basis.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the parties agree to institute the Plan described in Schedule "A" hereto:

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first above written.

THE CORPORATE SEAL OF BOARD OF SCHOOL  
TRUSTEES OF SCHOOL DISTRICT NO. 2  
(CRANBROOK) was hereunto affixed in  
the presence of:

[Signature]

SIGNED, SEALED ON BEHALF OF THE  
CRANBROOK DISTRICT TEACHERS' ASSOCIATION

in the presence of  
Name: Barb Carey  
Address: 1520 Williams Ave  
Occupation: Printer  
(as to both signatures)

SCHOOL DISTRICT NO. 2 (CRANBROOK)

[Signature]  
Chairman  
[Signature]  
Secretary/Treasurer

TEACHERS' ASSOCIATION

per: [Signature]  
President  
per: [Signature]  
Secretary

LEAVE OF ABSENCE AND SELF-FUNDED LEAVE PLAN

1. DEFINITIONS:

"ACCRUED INTEREST" means the amount of interest earned in accordance with clause 3.3 on the monies retained by the Board on behalf of the participant.. calculated from:

- (a) the first day any of such monies has been received by the eligible financial institution. **or**
- (b) the last date to which interest has been paid in accordance with clause 3.5;

whichever is later.

"AGREEMENT(S)" means the agreement(s) in force from time to time between the board and the association.

"ASSOCIATION" means the party of the second part referred to in the Agreement to which the Plan is a schedule.

"BOARD" means the party of the first part referred to in the Agreement to which this Plan is a schedule.

"COMMITTEE" means a Committee composed of two members appointed by the Association and two members appointed by the Board plus the Superintendent. The Committee shall select a chairperson from amongst its members.

"CONTRACT YEAR" means the 12 month period from July 1 to June 30.

"CURRENT COMPENSATION ACCOUNT" means the total compensation payable by the Board to the Participant for the contract year, including his/her proper salary and all allowances, per the current Salary Agreement in force between the Association and the Board.

"DEFERRED COMPENSATION AMOUNT" means the portion of the current compensation amount which is retained by the Board for a participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3 but less all interest paid to the participant in accordance with clause 3.4.

"PERIOD" shall be the number of years not to exceed six (6) years for which compensation is deferred in accordance with clause 3.1, including the years referred to in clauses 4.4 and 4.7, if applicable. To allow for the possible application of these clauses, the original deferral period should not exceed five (5) years.

RJR  
A

"ELIGIBLE FINANCIAL INSTITUTION" means any Canadian chartered bank, any trust company authorized to carry on business in the province of British Columbia, and any credit union authorized to carry on business in the province of British Columbia.

"ELIGIBLE TEACHER" means a teacher in a continuing appointment who has taught one school year in School District No. 2 (Cranbrook) as of the date of participation (July 1).

"LEAVE OF ABSENCE" means the period described in clause 4.1.  
"MEMORANDUM OF AGREEMENT" means the agreement described in Schedule "A".

"PARTICIPANT" means an Eligible Teacher whose application for participation in the Plan has been approved by the Board in accordance with clause 2.2 and who has completed a Memorandum of Agreement.

"PLAN" means the self-funded leave plan set out in this schedule, and includes all amendments thereto.

"SUPERINTENDENT" means Superintendent of schools or District Superintendent of Schools.

## 2. APPLICATION

- 2.1 In order to participate in the Plan, an Eligible Teacher must make written application to the Superintendent on or before March 31, stating the date when the Eligible Teacher wishes to participate in the Plan.
- 2.2 The approval of each application made under clause 2.1 shall rest solely with the Superintendent. The Superintendent shall by May 15 of that year advise each applicant of the Board's approval or disapproval of his/her application, and if the latter, an explanation therefore.
- 2.3 If the Superintendent gives his/her approval in accordance with clause 2.2, the participation of the Eligible Teacher in the Plan will become effective on the date requested by the Eligible Teacher, or if such date is not agreed to by the Superintendent, then on a date which is agreed to by the Superintendent and Eligible Teacher.
- 2.4 Before becoming a Participant, an Eligible Teacher must complete and sign a Memorandum of Agreement which is accepted by or on behalf of the Board, by the Superintendent.

*3NR*  
*R 25*

3. FUNDING FOR LEAVE OF ABSENCE

Funding for the Leave of Absence shall be as follows:

COMPENSATION DEFERRED

3.1 During each year of the deferral period, the participant will receive his/her current compensation amount, less the percentage amount which the participant has specified in the Memorandum of Agreement which is to be retained by the Board and less statutory deduction and other withholdings. Such percentage amount may be varied, subject to clause 3.2, by giving written notice to the board at least one (1) month prior to July 1 in any year for the next or subsequent years.

MAXIMUM PERCENTAGE DEFERRED

3.2 The percentage of the annual current compensation amount deferred by the participant cannot exceed thirty-three and one third per cent (33 1/3%).

INVESTMENT OF DEFERRED COMPENSATION

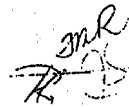
3.3 The monies retained by the board for each participant, in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.5) shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by an eligible financial institution. The monies retained shall be forwarded monthly to the eligible financial institution by the 15th of the month following. The committee shall choose such eligible financial institution and in making such determination the Board, the Association and the committee shall not be liable to any participant for any investments made which are authorized by this clause.

INSOLVENCY

3.4 In the event that any of the monies retained and invested pursuant to the terms of this plan be lost by reason of insolvency of the eligible financial institution, the Board shall not be obliged to pay the participant any further amounts in respect to services for the deferral period.

PAYMENT OF ACCRUED INTEREST

3.5 The eligible financial institution shall pay the accrued interest on each December 31 to each participant.



REPORTING TO PARTICIPANTS

3.6 The Board shall make no later than July 31 of each year, an annual report to each participant as to the deferred compensation amount held as at June 30.

4. TAKING OF LEAVE OF ABSENCE

The taking of Leave of Absence shall be governed by the following provisions:

LENGTH OF LEAVE

4.1 The leave of absence shall be for not less than six (6) consecutive months nor more than twelve (12) consecutive months.

MANNER OF PAYMENT DURING LEAVE

4.2 The manner of payment to the Participant during the Leave of Absence shall be:

The monies held by the Board for the Participant in accordance with clauses 3.1 and 3.3 shall be divided into equal monthly instalments and paid at the end of each month of the leave. In no event shall payments be more frequent than monthly nor paid in July and August.

AMOUNT OF PAYMENT DURING LEAVE

4.3 The total of the payments to be made to a participant in accordance with clause 4.2 during a leave of absence shall be the deferred compensation amount retained by the Board, but less any monies required by law to be paid by the Board for or on behalf of a participant. The participant shall not receive any salary from the Board during the leave other than the deferred compensation amount.

BOARD'S RIGHT TO REFUSE LEAVE

4.4 If the Board is unable to obtain a suitable replacement for a participant for the period of a leave of absence specified in the Memorandum of Agreement, the Board, upon not less than four (4) months' notice prior to the scheduled date for the commencement of the leave, may in its discretion defer the leave of absence on one occasion only for one year.

In such case, the participant may choose to remain in the plan or may withdraw from the plan.

*JMR*  
*R*



RETURN TO EMPLOYMENT

- 4.5 On returning from leave, a teacher will be assigned to his/her same position including position of responsibility. The teacher may also request a transfer under the District Transfer Policy. In unusual circumstances, or where the original position no longer exists, then the teacher will be assigned a position after consultation with the Superintendent.
- 4.6 After participation in the Plan, the teacher's salary and benefits will be as set out in the agreement then in force between the Board and the Association governing such matter.

INCREMENTS

For the purposes of clause 4.6, it is understood that no increments will be earned by a participant during the period of the Leave of Absence, except if the participant uses this leave time to teach in another acceptable jurisdiction, as defined by the Teacher Qualification Service.

PARTICIPANT'S RIGHT TO DEFER LEAVE

- 4.7 Notwithstanding the period of leave specified in the Memorandum of Agreement, a participant may, on one occasion only, with the consent of the Committee given not less than six (6) months notice prior to the scheduled date for the commencement of the leave, postpone such leave for one year.

5. WITHDRAWAL

TERMINATION OF EMPLOYMENT

- 5.1 A participant who ceases to be employed by the Board also terminates participation in the plan.

WITHDRAWAL FROM PLAN

- 5.2 A participant may withdraw from the plan upon giving written notice of withdrawal not less than six (6) months prior to the date on which the leave of absence is to commence.

PAYMENT

- 5.3 Upon termination of employment and/or withdrawal from the plan, the Board shall pay to the participant the deferred compensation amount, including any unpaid interest, within sixty (60) days or, at the option of the participant, at a later date but not later than the end of the first taxation year that commences after the end of the deferral period. Upon such payment being made the board shall have no further liability to the participant.

*Handwritten initials and a signature.*

UPON DEATH

5.4 Should a participant die, the board shall within sixty (60) days of notification of such death pay any deferred compensation amount and interest retained at the time of death to the participant's estate, subject to the Board receiving any necessary clearances and proofs normally required for payment to estates.

6. TERMINATION OR AMENDMENT OF PLAN

AGREEMENT

6.1 The plan may be amended or terminated by agreement between the Board and the Association.

7. GENERAL

ADMINISTRATION

7.1 The Board will bear the normal administrative expenses of the Plan.

FRINGE BENEFITS

7.2 The providing of fringe benefits will be as follows:

7.2.1 (See Schedule "B");

7.2.2 During a Leave of Absence, the responsibility for payment of premiums for fringe benefit for a Participant shall be as set forth in the agreement then in force between the Board and the Association governing such matter. Where a Participant is obliged to pay the cost of any fringe benefit during the Leave of Absence, the Board shall pay such cost on behalf of the Participant on his/her request and deduct the moneys so paid from the moneys otherwise payable to the Participant during the Leave of Absence.

7.2.3 Sick leave credit will not accumulate during the Leave of Absence.

7.3 Composition of the Committee shall be as outlined in definitions.

PENSIONABLE SERVICE CREDIT

7.4 A teacher may elect, subject to the applicable pension plan regulations, to establish pensionable service credit for the period of leave. The teacher shall make the necessary arrangements with the Commissioner of Teacher Superannuation.

*MR*  
*R. J.*

a. SUSPENSION FROM PARTICIPATION IN THE PLAN

- 8.1 A teacher may give notice to the Board stating that he/she wishes to suspend his/her participation in the Plan as at September 1 which immediately follows such notice, in which case the Board until further notice as provided in clause 8.2 shall pay the Current Compensation Amount to the teacher as if he/she were not participating in the Plan, but the amount previously retained by the Board and interest thereon in accordance with clauses 3.1, 3.2 and 3.3 shall continue to be held by the Board until the teacher withdraws from the Plan or takes a leave of absence. The amount so retained shall continue to bear interest until the Leave of Absence is granted or the teacher withdraws from the Plan.
- 8.2 A teacher who has given notice in accordance with clause 8.1 may give notice to the Board advising that he/she wishes to become reinstated in the Plan in which case, on September 1 immediately following such notice, the teacher shall participate in the Plan for subsequent years.
- 8.3 Under no circumstances will a suspension of this plan extend the total duration of the plan beyond the maximum time limits set out in the Definition of "Deferral Period."

*3/1/8*  
*D. D.*

SCHEDULE "A"  
GUARANTEED LEAVE OF ABSENCE  
WITH OR WITHOUT SELF-FUNDED LEAVE  
MEMORANDUM OF AGREEMENT

I have read the terms and conditions of the Agreement between the Board of School Trustees of School District No. 2 (Cranbrook) and the Cranbrook District Teachers' Association setting up the Guaranteed Leave of Absence, With or Without Self-Funded Leave Plan and understand same and agree to participate in the Plan under the following terms and conditions.

I hereby agree that the obligation of the Board to pay salary to me during any leave of absence is limited to and shall be made only from my deferred compensation amount in the fund.

Without restricting the generality of the foregoing, I also agree that the Board shall not be liable to me in any way whatsoever for loss or damage suffered by me arising from any act or omission of or from the insolvency or bankruptcy of the eligible investor or Trustee of the Fund.

1. Guaranteed Leave of Absence

Option A: I wish my Leave of Absence without using the Deferred Compensation Plan.

Option B: I wish my Leave of Absence and wish to participate in Deferred Compensation Plan.

2. Enrollment Date

My enrollment in the plan shall become effective for the school year commencing July 1, 19\_\_\_\_.

My deferrals shall commence \_\_\_\_\_, 19\_\_\_\_.

3. Number of Years of Participation

I shall participate in the plan for \_\_\_\_\_ years (not to exceed five (5) years), and my leave of absence shall immediately follow thereafter but subject to the provisions of paragraph 4 below.

*JNK*  
D. J.

4. Period of Leave

In accordance with clause 4.6 of the plan, I shall take my leave of absence from \_\_\_\_\_, 19\_\_ to \_\_\_\_\_, 19\_\_ (not to be less than six consecutive months) but I shall have the right in accordance with clause 4.7 of the plan to postpone such leave for up to twelve (12) months and the Board shall have the right, in with clause 4.4 of the plan, to defer such leave for up to twelve (12) months.

5. Funding of Leave of Absence

In accordance with clause 3.1 of the plan, I direct that the board withhold \_\_\_\_\_ per cent (not to exceed thirty-three and one O M per cent (33 1/3%)) of my current compensation amount during my participation in the plan.

I understand that I may, by written notice given to the board one (1) month prior to July 1 in any year alter the percentage amount for the next or subsequent years.

6. Return to Employment

I understand I must return to employment with the Board for a period of time not less than the period of leave.

7. Benefits

It is my wish that the following fringe benefits continua to be paid on my behalf during my Leave of Absence in accordance with the said agreement.

	YES	NO		YES	NO
1. Medical	_____	_____	2. Extended Health	_____	_____
3. Group Insurance	_____	_____	4. Dental	_____	_____
5. Term Insurance	_____	_____			

(Note: To be completed for the school year up to the school year in which the Leave of Absence specified in paragraph 2 above is to commence.)

DATE: \_\_\_\_\_

Teacher's Signature \_\_\_\_\_

AGREED TO BY THE BOARD

DATE: \_\_\_\_\_

Superintendent or Secretary-Treasurer \_\_\_\_\_

*gnd*  
*m. b.*

**SCHEDULE "B"**

**LEAVE OF ABSENCE AND SELF-FUNDED LEAVE PLAN**

**DEDUCTIONS DURING SALARY DEFERMENT**

- a. **In-com Tax** - taxation only on moneys actually received (net).
- b. **Canada Pension** - deductions only on moneys actually received (net).
- c. **Unemployment Insurance** - deductions only on moneys actually received (net).
- d. **Teachers' Pension** - deductions on gross salary (including allowance).
- e. **Salary Indemnity Fund (SITF)** - deductions on gross salary.
- f. **Medical, Extended Health, Dental, Group Insurance, and Term Insurance** - in accordance with the Collective Agreement.

**DEDUCTIONS WHILE ON LEAVE**

- a. **Income Tax** - taxation on deferred salary repayment.
- b. **Canada Pension** - deductions on deferred salary repayment.
- c. **Unemployment Insurance** - deductions on deferred salary repayment.
- d. **Teachers' Pension** - will not be deducted. Provisions for wing the leave year as "pensionable service" will be according to the Teachers' Pension Act and its regulations. Teachers will make their own arrangements.
- e. **Salary Indemnity Fund** - will not be deducted.
- f. **The Board costs of Medical, Extended Health, Dental, Group Insurance, and Term Insurance** will be maintained in accordance with the Collective Agreement. The Teacher's cost of the above benefits will be deducted on a monthly basis.

*JML*  
*7/15*

**1. LETTER OF UNDERSTANDING ON MEMBERSHIP**

**BETWEEN:**

The Board of School Trustees of School District No. 2 (Cranbrook), a corporate body established pursuant to the School Act, RSB 1979, C 375.

**AND:**

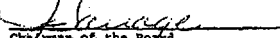
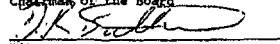
The Cranbrook District Teachers' Association, a trade union pursuant to the Industrial Relations Act, RSB 1979, C 212.

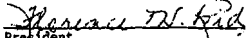

1. The Cranbrook District Teachers' Association agrees that the provisions of section A, Article 3 (Compulsory Membership) shall not apply to the following individuals except as described in paragraph two (2) or paragraph three (3) below or upon failure to comply with the attached Undertaking for Non-members:
  1. Heather Farmer
  2. Jenny Humphrey
  3. Judy Johnson
  4. Judy Miner
  5. Marianne Nahm
  6. Linda Oliver
  7. Sean Samis
2. Any of the above-named individuals who becomes a member of the Cranbrook District Teachers' Association and the British Columbia Teachers' Federation will be required to maintain membership for the duration of their employment in the district.
3. Any of the above-named individuals whose employment terminates with the district and who is then rehired shall then be required to become a member of the Cranbrook District Teachers' Association and the British Columbia Teachers' Federation.
4. The Board agrees that in the event of a strike initiated by the Cranbrook District Teachers' Association, non-members will not be paid for the duration of the strike.

5. The Board agrees to require each non-member who wishes to be placed on the exemption list to execute an undertaking indicating that she will honour all picket lines of the Cranbrook District Teachers' Association. The parties agree that failure by the non-member to provide, maintain and honour such an undertaking shall result in removal from the exemption list.

Ward of School Trustees  
School District No. 2  
(Cranbrook)

Cranbrook District Teachers' Association

  
Chairman of the Board  
  
Witness

  
President  
  
Witness

Dated this 15th of April, 1989 at Cranbrook, B.C.

Amended by mutual agreement of the Board and the Cranbrook District Teachers' Association dated the 21st of March, 1991 at Cranbrook, B.C.

*JMR*  
*21*



**UNDERTAKING FOR NON-MEMBERS**

1. I, \_\_\_\_\_, agree that as a condition for being placed on the membership exemption list (as provided in the Letter of Understanding dated 15 April 1989), that I will honour all duly constituted picket lines of the Cranbrook District Teachers' Association.
2. I further agree to abide by the code of Ethics of the British Columbia Teachers' Federation.
3. I understand that in the event that I fail to maintain this undertaking, or fail to honour this undertaking, that my name will be removed from the membership exemption list.

Signed: \_\_\_\_\_

witnessed: \_\_\_\_\_

Date: \_\_\_\_\_

2. LETTER OF UNDERSTANDING RE: PRIMARY 1/PRIMARY 2 SPLIT CLASS SIZES

**BETWEEN:**

The Board of School Trustees of School District No. 2 (Cranbrook), a corporate body established pursuant to the School Act, R.S.B.C. 1979, c 375.

**AND:**

The Cranbrook District Teachers' Association, a trade union pursuant to the Industrial Relations Act., R.S.B.C. 1979, c 212.

The Board and the Association agree that the class size for Primary 1/Primary 2 split classes will be consistent with that of other districts in the province. The Board and the Association further agree that they will establish a committee of two (2) members of the Association and two (2) representatives of the Board. This committee will survey the districts of British Columbia regarding staffing and class sizes pertaining to Primary 1/Primary 2 split classes, will examine the Cranbrook School District's staffing, funding and facilities and will make a joint recommendation to the Board of School Trustees and the C.D.T.A. by Friday, April 26, 1991.

Board of School Trustees  
School District No. 2 (Cranbrook)

Cranbrook District Teachers'  
Association

*S. Shalish*  
Chairperson of the Board

*R.P. Hogg*  
President

*[Signature]*  
Witness

*[Signature]*  
Witness

Dated this 21st day of March, 1991, at Cranbrook, B.C.

3. LETTER OF UNDERSTANDING RE: SCHOOL CALENDAR

BETWEEN:

The Board of School Trustees of School District No. 2 (Cranbrook), a corporate body established pursuant to the School Act, RSB/C 1979, C 375.

AND:

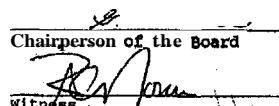
The Cranbrook District Teachers' Association, a Trade union pursuant to the Industrial Relations Act, RSB/C 1979, C 212.

A Joint Committee shall be established consisting of two (2) representatives of the District and two (2) representatives of the Association to study and make recommendations, upon reaching mutual agreement, respecting the annual school calendar for years following the 1991-92 school year.

The recommendation will be placed before the Board.

Board of School Trustees  
School District No. 2 (Cranbrook)

Cranbrook District Teachers'  
Association

  
Chairperson of the Board

  
President

Witness

Witness

Dated this 21st day of March, 1991, at Cranbrook, B.C.

**4. LETTER OF UNDERSTANDING RE: DURATION OF THE SCHOOL DAY**

**BETWEEN:**

The Board of School Trustees of School District No. 2 (Cranbrook), a corporate body established pursuant to the School Act, RSBC 1979, C 375.

**AND:**

The Cranbrook District Teachers' Association, a trade union pursuant to the Industrial Relations Act, RSBC 1979, C 212.

It is not the intent of the District to change the duration of the school day during the term of this Agreement, except where the Administrative Officer, in consultation with the school staff, decides that such change is appropriate.

Board of School Trustees  
School District No. 2 (Cranbrook)

Cranbrook District Teachers'  
Association

*A. Thomas*  
Chairperson of the Board

*Robert Hogg*  
President

*Bob [unclear]*  
Witness

*[unclear]*  
Witness

Dated this 21st day of March, 1991, at Cranbrook, B.C.

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