

B.C. Teachers' Federation

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2235 Burrard Street, Vancouver, BC, V6J 3H9

AGREEMENTS BETWEEN

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 88 (TERRACE)

AND

THE TERRACE DISTRICT TEACHERS' ASSOCIATION

1986-1987 SALARY AGREEMENT

1986 PERSONNEL PRACTICES AGREEMENT

1985-1986 SENIORITY, LAYOFF AND RECALL AGREEMENT

1987-1988 SENIORITY LAYOFF AND RECALL AGREEMENT

1987-1988 BRIDGING AGREEMENT

1987-1988 ARBITRATION AWARD

1986 SALARY AGREEMENT

FOR THE PERIOD, SEPTEMBER 1, 1986 - JUNE 30, 1987

AN AGREEMENT,

made between,

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT
NO. 88 (TERRACE)

and

THE TERRACE DISTRICT TEACHERS' ASSOCIATION

(hereinafter referred to as the Agreement)

SD 88 (Terrace)

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SD 88 (Terrace)

21 1989

SOURCE	EFF.	TERM.	No. OF EMPLOYEES	NOMBRE D'EMPLOYES
B.C.T.F.	88 07 01	88 06 30	305	D.T.

05/8803

ARTICLE 1--BASIC SALARY SCALE

1.1 Effective September 1, 1986, and except as otherwise provided, the annual salary of each teacher to whom this Agreement applies shall be determined in accordance with the following schedule:

Category (Certification)	EB 2	EA 3	PC 4	PB 5	PA 6(Masters)
Years of Experience					
0	19,185	21,236	23,677	25,991	28,143
1	20,149	22,354	24,939	27,363	29,665
2	21,113	23,472	26,201	28,735	31,187
3	22,077	24,590	27,463	30,107	32,709
4	23,041	25,708	28,725	31,479	34,231
5	24,005	26,826	29,987	32,851	35,753
6	24,969	27,944	31,249	34,223	37,275
7	25,933	29,062	32,511	35,595	38,797
8	26,897	30,180	33,773	36,967	40,319
9	27,861	31,298	35,035	38,339	41,841
10			36,297	39,711	43,363
11				41,083	44,885
Increments	9x964	9x1,118	10x1,262	11x1,372	11x1,522

1.2 DETERMINATION OF CATEGORY

(a) Placement on Schedule

Except as otherwise provided, the placement of a teacher upon the schedule shall be in accordance with the teacher's qualifications as most recently determined by the British Columbia Teacher Qualification Service and experience as determined under Article 1.3. Verification of classification and experience is the responsibility of the teacher. Until such verification is made available to the Board, payment will be based upon one category below that claimed. Upon verification, the salary shall be adjusted retroactively.

(b) Special Classification

Notwithstanding Article 1.2(c) in its discretion, the Board may grant special classification appropriate to the duties of any person who is hired, on Letter of Permission, to teach any of the following subjects: Music, Art, Commerce, Industrial Education, Home Economics, Drama and Physical Education, who has had formal training relevant to the position held.

(c) i. Persons holding Letters of Permission (LOP) whose years of preparation cannot be equated to years of University training shall be placed one category below that which would be their total years of training had included one year of teacher preparation.

ii. Persons holding Letters of Permission (LOP) whose years of preparation cannot be equated to years of University training shall be placed in a salary category which will provide a salary appropriate to their teaching function, as determined by the Joint Teacher/Trustee Committee, save that in no case shall the salary be below Category 2 at Step 0.

(d) Reclassification of a teacher in consequence of additional training, and salary increase resulting from such reclassification, as established with the Provincial Teacher Qualification Service shall take effect from the effective date of reclassification, as established by the Teacher Qualification Service.

Where a teacher completes satisfactorily a program resulting in a change in certification and/or salary category, it shall be the responsibility of the teacher to obtain his/her revised certificate from the Ministry of Education and/or salary category from the Teacher Qualification Service.

1.3 EXPERIENCE

(a) i. Upon appointment, teachers from schools under governmental inspection from Canada, other countries of the Commonwealth, and the U.S.A., will be given credit for 100% of their previous teaching experience.

ii. Teachers from schools under governmental inspection from outside the Commonwealth or the U.S.A. will be given credit for 50% of their teaching experience.

(b) Teachers who consider that credit granted for years of teaching experience has not been in accordance with this Agreement, must apply to the School Board for adjustment within six weeks after commencement of employment. Any additional salary due because of recognized experience shall be retroactive to commencement of employment for that school year. Any appeals for adjustment after this period shall be directed to the Joint Teacher/Trustee Committee (see Article 8.2), and shall be effective at the start of the month following the application, if approved.

- (c) i. Teachers with experience outside teaching, in a field or fields directly related to the main subjects of their courses, may be credited, at the time of hiring, with fifty percent (50%) of their years of experience, up to a maximum of five (5) increments, in addition to those recognized for teaching experience, but in no case shall their salary exceed the maximum of the category on which they are paid.
- ii. It shall be the responsibility of the teacher to submit proof of this outside experience at the time of hiring.
- iii. Any experience to be recognized under Section 1.3(c) shall be established at the time of the interview or appointment.
- iv. Any appeals under this Article shall be directed to the Joint Teacher/Trustee Committee (see Article 6.2).
- v. This Clause [1.3(c)], in its entirety, shall not apply to anyone appointed after 31 December 1980.
- (d) A minimum of eight months full-time employment during one school-year or one calendar-year is required to constitute a year's experience.
- (e) Two periods of full-time employment each of less than the above minimum eight months but each four months or more may be combined to constitute a year's experience.
- (f) Periods of teaching service of less than four months during a school-year or calendar-year may not be combined to carry credit. Substitute teaching does not carry experience credit.
- (g) Teaching service or appropriate educational administrative service as a member of the staff of the Provincial Ministry of Education carries credit.
- (h) Service as a member of a Faculty of Education recognized by the Ministry of Education of British Columbia for certification purposes shall carry full experience.
- (i) Teachers appointed for a full school-year or calendar-year (or eight months thereof) in the British Columbia public schools as bona fide part-time teachers, qualify for experience credit proportionate to the percentage of time they are employed, with the requirement that for a year's credit, the cumulative percentage time over a number of years must equate to at least eight months' full time employment (e.g. a person who teaches for two full school-years on 40% time would qualify for a year's

experience). These periods of part-time employment may be added together but such part-time employment credit may not be utilized with periods of four months' service to constitute a year of credit. Eligible part-time teachers qualify for experience credit proportionate to the time they are employed.

- (j) Service as a member of Her Majesty's forces during the Second World War years (September 1939 - 31 March 1946) carries full experience credit, but war employment in other capacities or armed forces is not credited. Twelve months of such service shall constitute a year and, in determining final service credited, a period of eight months shall constitute the final year. Service in the Korean theatre of action, as a member of Her Majesty's forces during the Korean War, shall constitute experience credit covering such service time in the theatre of action, provided time requirements are fulfilled (12 months or a minimum of 8 months in calculating the final year). Service as a member of the armed forces other than the above does not carry experience credit.

1.4 INCREMENTS

- (a) Provided that a teacher has demonstrated satisfactory professional growth, as established by the Superintendent of Schools and, where applicable, the Principal concerned, and has not reached the maximum salary in accordance with Article 1.1, an increment shall be effective on 1 September or 1 January of each year, as appropriate.
- (b) The Board may withdraw one increment if the teacher is at maximum when the reports of the Superintendent of Schools and, where applicable, the Principal concerned, indicate unsatisfactory performance.
- (c) In any case where an increment is to be withheld pursuant to subsection (a), or withdrawn pursuant to sub-section (b), the Board shall give the teacher concerned written notification on or before 1 April. Any teacher whose increment has been withheld or withdrawn shall be returned to scheduled placement as of 1 September or 1 January of any subsequent year in which a satisfactory report is given by the Superintendent of Schools.
- (d) Increments shall be granted to teachers on leave of absence for professional growth, provided, in the opinion of the Superintendent of Schools, successful achievement of the study goal was reached.

ARTICLE 2--BONUSES

2.1 PROFESSIONAL IMPROVEMENT BONUS

(a) Credit Courses

Teachers, other than those on leave of absence, will be granted a bonus of \$100.00 per unit upon successful completion of each course, to a maximum of 6 units annually, provided that:

- i. Prior approval in writing to attend such courses has been obtained from the Board through the Superintendent of Schools:
- ii. The teacher has taught in the District during the preceding year and returns to the District at the start of the next school term.

(b) Non-Credit Courses

The Board will consider requests for bonus grants for successful completion of non-credit courses and, in such cases, may grant a bonus if, in the Board's opinion, it would be to the benefit of the District for the teacher to attend the course. Prior approval to attend such courses must be obtained from the Board through the Superintendent of Schools to be eligible for such grants.

2.2 OTHER BONUSES

(a) Isolation Bonus

Teachers employed in the Stewart area, in addition to the annual salary appropriate to their placement on the above schedule, as part of their teachers' salary, shall receive the sum of \$2,482.00; teachers employed in the Kitwanga area the sum of \$755.00; teachers employed in the Hazelton area the sum of \$648.00 per annum.

ARTICLE 3--ADMINISTRATIVE ALLOWANCES

Allowances shall be provided in the schedule designated "Administrative Allowances," increased annually by 90% of the schedule % increase.

SCHEDULE OF ADMINISTRATIVE ALLOWANCES

Section A--PRINCIPALS

Eased on school enrolment as of 30 September, as certified by the Board to the Ministry of Education.

<u>School Enrolments</u>	<u>Elementary</u>	<u>School Enrolments</u>	<u>Secondary</u>
0 - 70	\$ 2,162	0 - 199	\$17,597
71 - 107	3,508	200 - 299	18,915
108 - 144	4,854	300 - 399	19,831
145 - 181	6,198	400 - 499	9,354
182 - 218	7,487	500 - 599	12,250
219 - 255	8,776	600 - 699	13,330
256 - 292	9,706	700 - 799	14,290
293 - 329	10,566	800 - 999	15,271
330 - 366	11,353	Over 999	16,278
367 - 403	11,924		
404 - 440	12,498		
441 - 477	13,071		
478 - 514	13,500		
515 - 551	13,930		
552 - 588	14,216		
589 - 625	14,431		
626 - 662	14,646		
663 - 699	14,788		
700 - 736	14,932		
737 - 773	15,075		

ELEMENTARY/SECONDARY

To be paid on total enrolment one category below the appropriate allowance for a secondary school.

During 1st year of appointment, principal shall receive 90% of above scale.
During 2nd year of appointment, principal shall receive 95% of above scale.
During 3rd year of appointment, principal shall receive 100% of above scale.

Section 8--JACK COOK SCHOOL ANNEX TO KITI K'SHAN SCHOOL

The Principal's allowance for Kiti K'shan School will be:

- (a) the allowance as per scale for the Kiti K'Shan complex
- plus (b) an added increment of \$1,500 for the Jack Cook Annex.

Section C--VICE-PRINCIPALS

To receive one half of the Administrative Allowance as established in Section A, in accordance with their own experience as Principals or Vice-Principals within the District.

ARTICLE 4--SCHOOL DISTRICT SUPERVISORY PERSONNEL

- (a) Supervisors of Instruction (Primary, Intermediate and Special Services) will receive, in addition to placement on the current salary schedule, an allowance of \$12,011. This allowance to be adjusted annually by 90% of the average % increase on the salary schedule.

During 1st year of appointment, supervisors shall receive 90% of above allowance.

During 2nd year of appointment, supervisors shall receive 95% of above allowance.
During 3rd year of appointment, supervisors shall receive 100% of above allowance.

- (b) Music and/or Band Co-ordinator shall be paid at his/her normal placement on scale plus \$2,131.
- (c) Elementary Counsellor shall be paid at his/her normal placement on scale plus \$2,131.

ARTICLE 5--DEPARTMENT HEADS

- (a) The Board shall appoint Department Heads in accordance with school entitlements and shall pay them allowances as follows:
 - i. Department Head Level I \$ 616 per annum
 - ii. Department Head Level II \$1,234 per annum
- (b) Payment to be made in 10 monthly instalments.
- (c) The appointment shall terminate automatically on 30 June. and appointments for the following school-year shall be made by 31 May.
- (d) Only teachers recommended by the Principal of the school involved shall be eligible for appointment as Department Head.
- (e) No teachers in administrative positions shall receive any additional remuneration for Department Head duties they may assume or are assigned.

ARTICLE 6--HEALTH BENEFITS

6.1 MEDICAL INSURANCE

Teachers not otherwise covered by a basic medical services plan shall become members of the Medical Services Plan of British Columbia, on appointment. The cost of such membership shall be borne twenty-five percent (25%) by the Teacher concerned and seventy-five percent (75%) by the Board.

6.2 EXTENDED HEALTH

All teachers shall belong to the MSA Extended Health Benefits Plan. The cost of such membership shall be borne one hundred percent (100%) by the Board.

6.3 EXTENDED HEALTH, MEDICAL REFERRAL TRAVEL

The cost of membership in Medical Referral Travel shall be borne fifty percent (50%) by the Board and fifty percent (50%) by the teacher employee.

6.4 EXTENDED HEALTH--VISION CARE

The cost of membership in Extended Health, vision Care shall be borne fifty percent (50%) by the Board and fifty percent (50%) by the teacher employee.

6.5 LIFE INSURANCE

All Teachers shall become members of the B.C.T.F./B.C.S.T.A. Group Life Insurance Scheme, and shall maintain such membership thereafter. The cost of such membership shall be borne one hundred percent (100%) by the Board.

6.6 DENTAL INSURANCE

All teachers, unless otherwise covered by another plan, shall, upon appointment to the District become members of the dental plan, the cost of such membership shall be borne one hundred percent (100%) by the Board.

6.7 DISABILITY INSURANCE

Teachers appointed after 1 January 1972, shall become members of the B.C.T.F. Salary Indemnity Plan and the BCTF Long Term Disability Salary Continuance Plan. The cost of such membership shall be borne one hundred percent (100%) by the teacher concerned.

ARTICLE 7--JURY DUTY

When teachers are required to serve on a jury, on a day or days when they would normally be engaged in classroom duties, no deduction will be made from their salaries. Any sums received by a teacher as compensation for jury duty performed on such a school day or school days will be paid over to the School District.

ARTICLE 8--GENERAL

8.1 SALARY AGREEMENT

Each teacher present / employed, and each new teacher upon appointment. shall receive a copy of this Agreement.

8.2 JOINT TEACHER/TRUSTEE COMMITTEE

- i. A Joint Teacher/Trustee Committee shall be established to resolve any alleged violation or question on interpretation or application of this Agreement.
- ii. The parties to this Agreement shall each name two appointees to this Committee prior to January 31 for the ensuing calendar year. All matters referred to this Committee shall be in writing and submitted through the Secretary-Treasurer of the Board.
- iii. The Committee shall meet within thirty (30) days of a matter being referred to it.
- iv. Minutes must be kept of all meetings of the Joint Teacher/Trustee Committee.

8.3 NO-CUT CLAUSE

Notwithstanding any other provision of this Agreement, no teacher in the service of the Board at the time of the signing of this Agreement shall receive a lesser salary including allowances, if any, than he/she would have received if the previous Agreement had remained in effect.

8.4 PER DIEM DEDUCTION FOR ABSENCE

A deduction of 1/200 of the annual salary including allowances, if any, shall be made for each prescribed school day that the teacher is absent from his/her duties for reasons other than health or authorized leave of absence with pay.

8.5 NEW POSITIONS

- (a) When new educational positions, which would normally be represented by the T.D.T.A., involving supervision or co-ordination of other teachers and/or budgetary control responsibilities are created in the District, the Board shall prepare and provide an adequate job description for the position and shall advertise the same, including a summary of the functions and remuneration payable. The salary to be paid shall be set by the Joint Teacher/Trustee Committee before applicants are sought or the position is filled. Any allowance to be paid shall also be set by the Joint Teacher/Trustee Committee.
- (b) Except as already provided in this contract, new positions, along with their salary schedules and bonuses, must appear in an addendum to the Contract which shall be ratified by both the Terrace District Teachers' Association and the Board.

ARTICLE 9--SUBSTITUTE TEACHERS

9.1 Effective September 1, 1986, the categories and rates of pay for substitute teachers will be as follows:

(a) Certified

Category 2--with teaching certificate in elementary or secondary schools 85% of 1/200 of Category 2 Minimum (\$81.54 per day).

(b) Not Certified

Category 1--No teaching certificate in elementary or secondary schools 65% of 1/200 of Category 2 Minimum (\$62.35 per day).

9.2 CONSECUTIVE SUBSTITUTE

After five consecutive days of teaching in any one situation, payment shall be paid according to Article 1.2 (a) for all certified substitute teachers.

9.3 PRINCIPAL'S RELIEF

A Principal's Relief Teacher who takes the Principal's class on days other than the regular relief days, shall be paid according to Article 1.2(a).

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed this 9th day of January 1987, by affixing the signatures of their officers thereunto lawfully authorized in that behalf.

SIGNED FOR THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 88 (TERRACE)

SIGNED FOR THE TERRACE DISTRICT
TEACHERS' ASSOCIATION

PERSONNEL PRACTICES CONTRACT

AN AGREEMENT

made between

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 88 (TERRACE)**

and

THE TERRACE DISTRICT TEACHERS' ASSOCIATION

ARTICLE I

This PERSONNEL PRACTICES CONTRACT shall be effective September 1, 1986.

Either party to the Personnel Practices Contract, as amended by this Agreement, may open the Personnel Practices Contract for the purpose of negotiating mutually acceptable additions, modifications, or deletions by informing the other party in writing by September 20 of any subsequent year.

ARTICLE II - LEAVE OF ABSENCE

PERSONNEL PRACTICES RELATIVE TO LEAVES OF ABSENCE.

WHEREAS it is recognized that leaves of absence are at times necessary and contribute to good personnel relationships:

2.1 Application for Leave

Application for any leave under this article shall be submitted in writing to the Board of School Trustees.

2.2 Health Benefits

Teachers on approved leave of absence may continue to participate in the following health benefit plans: Medical Services Plan of B.C., Extended Health Benefits Plan, Group Life Insurance and/or the Dental Plan provided they meet the full cost of such plan(s) by making full payment to the secretary-treasurer in advance.

Further, teachers who have served the Board for at least five years and who have been granted approved leave of absence without pay, for health reasons, may apply to the School Board for full payment of their medical services coverage, for the period of time (up to 175 days) when they are receiving Salary Indemnity Plan (short term) benefits.

2.3 Resignation During Leave

The Board recognizes that teachers on leave may do so subject to the provisions of the School Act and Regulations. The Board requests that notification be given in advance of the May 31 or November 30 deadline.

For the purposes of this Agreement leaves may be designated as being of three types:

- A. Short Term
- B. Long Term
- C. Maternity

2A SHORT TERM LEAVES:

2A.1 LEAVE FOR PUBLIC SERVICE

Employees of the School District who volunteer, or are elected to serve the community as a whole, to public service, may, provided that a replacement is available if required, be granted a maximum of three days absence from duty per year to carry out their essential service obligations within the confines of British Columbia.

The cost of any substitute who is necessarily employed, during the above-mentioned authorized period of absence, shall be deducted from the employee's salary.

Definition: Public service is defined as work for the benefit of the community as a whole, for example: School Board, Hospital Board, Recreation Committee, Regional District, Municipal Council, etc.

2A.2 LEAVE FOR PERSONAL ILLNESS

The Board will grant leave of absence for personal illness pursuant to Section 125(2)(3) of the School Act.

The Board may grant six (6) days sick leave credit during the period September 1 - December 31, and a further nine days credit during the period January 1 - June 30.

A teacher's unadjusted accumulated sick leave will be provided on the statement of earnings and deductions attached to the paycheck. An updated statement showing the accumulation of sick leave will be provided to any teacher, upon application to the secretary-treasurer.

2A.3 COMPASSIONATE LEAVE

In the case of a death or serious illness in the immediate family: which includes spouse, and the parents, children, or siblings of a teacher or his/her spouse, a teacher may be granted compassionate leave of absence up to a maximum of five days, without loss of pay.

Where necessary, an additional five days compassionate leave may be granted, in which case a deduction in salary equivalent to the actual cost of the substitute teacher will be made. Thereafter, full salary deduction will be made for each day's absence at the rate of 1/200 of the teacher's annual salary per day of such absence.

2A.4 LEAVE TO ATTEND INTERVIEW

Where a Principal of a school is granted leave of absence, without pay, to attend an interview outside the district, (s)he shall be deducted 1/200 of his/her basic salary only, and such deduction shall not include the administrative allowance.

2A.5 LEAVE TO RECEIVE A DEGREE

Teachers invited to attend an educational institution to receive a recognized degree may be granted up to a maximum of three days leave of absence. with pay. in any school year.

2A.6 LEAVE FOR TEACHERS' ASSOCIATION BUSINESS

The Board shall grant leave of absence to a teacher, for BCTF or local association business, in accordance with School Act Regulation No. 58.

2A.7 PATERNITY LEAVE

On the birth of a child or in the case of adoption the father may apply for and be granted paternity leave, without pay, to a maximum of ten days.

2A.8 ADOPTION LEAVE

- (a) Up to a maximum of five days leave, without pay, will be approved for the purpose of child adoption interviews, travelling and settling in, etc. Leave in the excess of five days, without pay, may be granted, subject to Board approval.
- (b) Leave shall be granted, without pay, to either parent (or both, if both are employees of the Board) for mandatory interviews or travelling time to receive the child.

- (c) Upon registration for adoption, the teacher shall notify the Board.
- (d) The provisions of Section 2C Maternity Leave shall apply in cases of adoption or legal guardianship.

2A.9 VACATION AND HOLIDAY LEAVE

(a) Teachers :

Annual holidays shall be in accordance with the School Act as expressly stated in the British Columbia School Calendar, provided annually by the Ministry of Education.

(b) Principals and Vice-Principals:

Principals and Vice-Principals shall be expected to spend whatever time is necessary, of the annual holidays in organizing and planning the efficient operation of their schools and in carrying out any other duties that the responsibilities of their positions demand of them. Their holidays shall be the part of the annual holidays stated in the B.C. School Calendar which remain when these duties are completed.

(c) Supervisors:

Holidays shall be the same as for teachers, except that supervisors will be expected to spend whatever time is necessary of the annual holidays completing reports, preparing for school opening, or performing other duties that the responsibilities of their positions demand of them.

- (d) Stewart teachers who arrive late from a school holiday (Christmas and Spring break) due to the cancellation of a scheduled flight from Prince Rupert to Stewart, will not have this time deducted from their salaries.

2A.10 LEAVE FOR PERSONAL REASONS

For personal reasons, a teacher may, subject to a suitable replacement being available, and upon the recommendation of the Principal of the school, request up to three days leave of absence in each school year, to use at his/her discretion. This leave will be granted without pay, and is not cumulative. 1/200 of the teacher's annual salary will be deducted for each day of such leave of absence. With the approval of the Board, leave for other urgent personal or family reasons may be allowed, without pay.

2B LONG TERM LEAVES:

The following provisions i) to iii) apply to all long term leaves and to extended maternity leave:

- i) A teacher wishing to be guaranteed a particular position upon his/her return shall include such special request in the original leave of absence request to the Board. If the special request is granted, the Board shall so state upon granting the leave. If the special request is denied, the teacher shall be so advised, and may re-apply for leave if (s)he chooses.
- ii) If the teacher's previous position is eliminated during the leave of absence, then that teacher shall retain full district seniority rights within the school as per the Board-TDTA memorandum of agreement regarding the School Board initiated transfers.
- iii) Notwithstanding i)(above), teachers on leave of absence may apply for a teacher-initiated transfer and such requests will be governed by Article 8.2.

2B.1 LEAVE FOR EDUCATIONAL REASONS

- (a) The leave will normally be for one full teaching year.
- (b) The leave would normally be for completion of fifteen units of University credits (UBC equivalent) taken during a winter session.
- (c) Application for such leave must be submitted to the Board not later than March 31 of the year prior to commencement of leave.

2B.2 PARENTHOOD LEAVE

WHEREAS circumstances do arise which necessitate an employee being absent from work to attend to his/her children, and

WHEREAS students do have a right to minimal disruption of their education:

- (a) A teacher with a child shall be granted, upon request, a parenthood leave of absence, without pay, for urgent family matters up to a maximum of twenty school months and such leave shall be for:
 - (i) A stated period of time as requested by the teacher, or
 - (ii) A period of time so that the return to duty will coincide with the commencement of a term or semester, or

- (iii) An extended period, in addition to leave granted in (i) or (ii) above, with the total not to exceed twenty school months.

- (b) Parenthood leave shall be granted to either parent if both are employees of the Board.
- (c) The provisions of Section 2C.3(b), 2C.5, and 2C.6(c) of the Maternity Leave Section 2C shall apply.

2B.3 LEAVE OF ABSENCE FOR LONG-TERM SERVICE

The Board will consider granting leave of absence, without pay, for personal reasons to long term employees of the District who are intending to return to employment in the District. Specific guidelines are as follows:

- (a) Employees will normally have to complete five years of continuous full time service to be eligible for this form of leave.
- (b) The leave given will normally be for one full teaching year.
- (c) Applications for leave must be submitted to the Board not later than March 31 of the year prior to the commencement of leave.
- (d) Teachers on leave of absence who accept a continuing contract under 119(2) of the School Act or a permanent teaching position with a private school board during the leave, must notify School District No. 88 (Terrace) of their resignation within 48 hours.

2C.1 MATERNITY LEAVE

2C.1 The purpose of this leave is:

- (a) to afford a pregnant teacher certain security of a position while allowing suitable time free of duty;
- (b) to ensure for the school and the children in the charge of the teacher continuity of good service with the least disruption of learning growth during the school year.

2C.2 Application for Leave:

- (a) Provided a teacher has forwarded medical proof of pregnancy, maternity leave without pay shall be granted upon request of the teacher according to the following provisions which allow the individual to elect one or more of the options for:
 - i) short term leave;
 - ii) extended maternity leave;
 - iii) parenthood leave.
- (b) a teacher granted leave shall be issued with a record of employment by the Board (to qualify for UIC Maternity Benefits).

2C.3 SHORT TERM MATERNITY LEAVE

- (a) A pregnant teacher shall be granted upon request, a leave of absence, without pay for:
 - i) a stated period of time as requested by the teacher subject to the Employment Standards Act, or
 - ii) a period of time as provided for in Section 51 of the Employment Standards Act, eleven weeks immediately before the estimated date of delivery and six weeks following the actual date of birth;
 - iii) a period of time so that the return to duty would coincide with the commencement of the following term or semester, or
 - iv) the teacher has the right upon two weeks' notice to one extension of the requested short-term leave to the maximum of six months.
- (b) The teacher shall give reasonable notice prior to the commencement of leave.
- (c) Short-term maternity leave shall be counted for salary purposes as teaching service with the Board.
- (d) A teacher returning from short-term leave will be re-assigned to the same position not later than the beginning of the next school year or semester.

2C.4 EXTENDED MATERNITY LEAVE

Extended maternity leave would be defined as a period greater than six calendar months.

- (a) Teachers granted leave under 2C.3 (a) who choose not to return to work at the expiration of that leave, may apply for extended maternity leave six weeks prior to the start of a

semester or term or by May 31 in respect to leave expiring on June 30.

- (b) Leave shall be granted upon request for:
 - i) up to six calendar months as a continuation of maternity leave from the previous school year with return to coincide with the beginning of a term or semester, or
 - ii) a six, or up to a maximum of twenty school months period of leave. with return to coincide with the commencement of a term or semester.
- (c) Teachers returning from extended maternity leave shall do so at the commencement of a term or semester and shall notify the Board one month in advance, except in respect to leave expiring June 30 where notice shall be given by May 31.
- (d) Sections 2B(i), (iii) of 2B Long Term Leave will apply to teachers on extended maternity leave.

2C.5 USE OF SICK LEAVE, MATERNITY

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

2C.6 EARLY RETURN AND EMERGENCY SITUATIONS

- (a) In the case of an incomplete pregnancy, loss of the child, or other special situations, a teacher may apply to return to duty earlier than provided in the agreed upon leave, and shall have the right to the first suitable position.
- (b) The teacher intending to make an early return to duty will submit a written application and a medical certificate as required under the Employment Standards Act.
- (c) In emergency situations, the teacher's application for leave will be considered on shorter notice.
- (d) A terminated pregnancy shall be treated in the same manner as a birth under the Employment Standards Act. The maternity and extended maternity leave provisions of this contract shall apply.

ARTICLE III - PERSONNEL PRACTICES RELATIVE TO COMMUNICATIONS

WHEREAS it is recognized that more communication can enhance the educational climate of the district by providing direct access between teachers and board members, and

WHEREAS it is the procedure of committees of the board to invite teachers to discuss topics in their area of expertise with the committees:

3.1 Meetings With Board

Meetings between all interested teachers and all available Board members should be held four times per school year at mutually acceptable times, places and dates (one in Stewart, one in Hazelton, and two in Terrace).

3.2 Meetings With Superintendent

The superintendent will meet on a monthly basis with the president of the Terrace District Teachers' Association to discuss issues of mutual concern.

ARTICLE IV- RECRUITMENT OF TEACHING STAFF

WHEREAS the students of this school district are entitled to the best available teachers, and

WHEREAS the retention of good teachers is an important concern, and

WHEREAS it is recognized that both satisfaction of the teacher with his/her assignment and a progressive promotional policy enhance the educational climate in the district:

4.1 All known vacancies occurring between September 1 and June 20 shall be advertised in all schools within the district, and if necessary, outside of the school district.

4.2 If the description of a job referred to in 4.1 is significantly altered before it is filled, then the position shall be reposted and applicants for the original position shall be notified.

4.3 All applicants for positions referred to in Articles 4.1 and 4.2 shall be notified of the appointment made as soon as the decision has been made and the position accepted.

4.4 The priority for filling any vacancy, assuming qualifications are equal, shall be:

- (a) school board initiated transfers,
- (b) teachers on continuing contract requesting a transfer or additional assignments,
- (c) teachers returning from leave of absence,
- (d) teachers on temporary assignment,
- (e) substitute teachers seeking employment,
- (f) other teachers.

ARTICLE V - PERSONNEL PRACTICES RELATIVE TO CLASS SIZES AND COMPOSITION

5.1 SPECIAL CLASSES

Special Classes (subject to definition of what constitutes a "special class.") 10 pupils.

5.2 SPLIT CLASS

Twenty students in a split primary class or a designated transition class, all other split classes should not exceed 25 pupils.

5.3 SIZE OF CLASSES

The number of students in a class is restricted to a maximum of:

Elementary:

- (a) Kindergarten: ratio of 20:1
- (b) Primary: ratio of 25:1
- (c) Intermediate: ratio of 30:1

Junior Secondary:

- (a) Industrial Education and Home Economics classes subject to further study of personnel requirements, timetable changes, facilities additions and financing.
- (b) Science and foreign language classes not to exceed 30 pupils.

Senior Secondary:

- (a) Selected business education classes, home economics, laboratory classes, drama classes, industrial classes and science classes. (Subject to further study of personnel requirements, timetable changes, facilities additions and financing.)
- (b) 30 in a secondary class.
- (c) The Board agrees in principle to class size limits in the above areas and agrees that in fall negotiations attempts will be made to reach mutually acceptable limits.

5.4 EXCEPTIONS APPLY

- (a) The foregoing maxima of 5.1 through 5.3 may be exceeded if the school staff agree that the exceptions would be in the best interest of the students and the school.

- (b) The maxima stated in 5.2 and 5.3 do not apply during the month of September which will be a grace period for re-distributing students to achieve class size maxima.
- (c) During the October 1 - June 30 period, if the maxima stated in 5.2 or 5.3 are exceeded, the matter must be referred through the Class Size Grievance Procedure within ten days if the staff so requests.

5.6 CLASS SIZE GRIEVANCE PROCEDURE

- (a) Notwithstanding grievance procedures specified elsewhere in the Personnel Practices Contract, all class size grievances shall be resolved under clauses 5.4(c) and 5.6(b).
- (b) Class Size Committee

The Board agrees to attempt to reach, with the TDTA, a mutually acceptable structuring and definition of role for class size committees. (To this end the Board formally requests the TDTA to authorize the Terrace School Administrators' Association to provide the Board with advice in this matter.)

- (c) The foregoing clauses shall not preclude the possibility of the school and district administration or the Board taking action to solve the situation.

5.7 STAFF INVOLVEMENT

The principal shall involve the teaching staff who have taught and/or will teach the students in decisions on placement of those students in classes appropriate to their needs and abilities.

5.8 IMPLEMENTATION

The implementation of this article 5 will take effect on September 1, 1982 but subject to the availability of funds to the Board as determined by the Premier's Restraint Program and/or a revised Provincial Educational Finance formula.

ARTICLE VI - PERSONNEL PRACTICES RELATIVE TO PUPIL SUPERVISION

WHEREAS teachers are required, pursuant to Section 85 of the School Act Regulations, to provide such assistance as is necessary for the supervision of pupils on school premises and at school functions whenever and wherever held, and

WHEREAS it is desirable that teachers have a duty-free lunch break:

SUPERVISION:

Teachers should normally not be required to supervise pupils during the noon intermission (implementation January 1, 1982).

ARTICLE VII - APPOINTMENTS

7.1 APPOINTMENTS

- (a) School staff shall be involved in the determination of staffing needs in a school.
- (b) Prospective appointees shall be informed of the nature of the assignment, the expectations of the Board, and of the learning, working, and living conditions in the District prior to appointment.
- (c) Teachers newly appointed to the District shall be informed, by District supervisory staff, of the practices and procedures of the school district.
- (d) Teachers newly assigned to a school staff shall receive clear explanations from the principal or designate of the practices and procedures of the school.

7.2 TEMPORARY APPOINTMENTS

- (a) A teacher may be placed on a temporary appointment only to positions that are temporarily vacant, temporarily existing, or that become vacant during the year.
- (b) A teacher on temporary appointment shall be given the right to first refusal to any continuing position that becomes available for which (s)he is qualified and providing that no major weaknesses have been identified in a report.
- (c) Notwithstanding the above, the priorities as stated in "Recruitment for Teaching Staff" Section shall apply.

7.3 PART-TIME TEACHING ASSIGNMENTS--CONTINUING

- (a) Any teacher assigned to a part-time continuing position shall be given a continuing appointment.
- (b) A teacher on a continuing appointment who, at his/her own request, is assigned to a part-time from full-time assignment shall remain on continuing appointment.

7.4 PART-TIME TEACHING ASSIGNMENTS--TEMPORARY

- (a) A teacher on full-time continuing contract may request:
- i) a transfer to a part-time position with no guarantee of a return to full-time employment, or
 - ii) a temporary assignment to a part-time position. Such temporary assignments will normally be for one year after which the teacher will resume the status of a full-time teacher.
- (b) If the appointment is for increased time, the teacher shall revert to the former appointment status at the expiration of the period of time set by the board unless an extension is mutually agreed to.

ARTICLE VIII--TEACHER TRANSFERS

8.1 TRANSFERS INITIATED BY THE SCHOOL BOARD

1. Transfers shall be made for sound educational reasons including the Board's staffing formula.
2. Transfers shall not be used as a disciplinary measure.
3. The transfer of a teacher from his/her community of residence shall require a minimum period of four months written notice unless the teacher agrees in writing with the proposed transfer.
4. Transfers should be made only after full consideration of the teacher's personal professional goals and a full discussion with the teacher of the reasons for transfer and/or other alternative arrangements.
 - (a) Discussion with the teacher regarding the reasons for the transfer shall occur at least 14 days prior to the decision being made to transfer.
 - (b) The discussion shall include the teacher, the principal of the school in which the teacher is currently assigned, the principal of the school to which the teacher may be assigned, and the superintendent of schools or his/her designate.
 - (c) The teacher shall be entitled to have a colleague accompany him/her during the discussion.
5. The teacher shall be notified in writing of the transfer and the reasons thereto.
6. In so far as is possible, all such transfers should be complete by May 1.

8.2 TRANSFERS INITIATED BY THE TEACHER

1. Proposal for transfers initiated by the teacher to an advertised teaching position from within the District shall receive preferential consideration over applicants from outside the District.
2. If a teacher wishes to receive maximum consideration for a request for a transfer to another assignment within the District, the teacher shall submit the request in writing, with reasons indicated, to the Superintendent by March 1.
3. If the request for transfer can be effected, the teacher shall be notified in writing prior to June 15.
 - (a) If the teacher so requests, (s)he shall be given reasons why the transfer was not effected.
 - (b) The teacher may request a meeting with the superintendent or his/her delegate within seven days of the above notification to discuss the reasons given. The teacher may be accompanied by a colleague.
4. If the request for transfer cannot be effected, the teacher shall be notified in writing prior to June 15.

ARTICLE IX - DEPARTMENT HEADS

~~WHEREAS~~ it is recognized that involvement of school staffs in decision making processes is progressive, and

~~WHEREAS~~ it is the understanding that department heads can provide an integral leadership role in the improvement of instruction:

1. That all department-head positions be based upon points:
2. That department-head level 1 be allotted one point, and department head level 2 be allotted two points:
3. That it be recognized that the two types of appointments which appear above are necessary and valid in their differences:
4. That job descriptions for both positions be written:
5. That there be a distribution of points for all schools, based on the premise that as the school size increases, so do the workloads of the department-heads:

<u>Enrolment</u>	<u>Point Allocation</u>
201 - 400	7
401 - 600	9
601 - 800	11

Plus one point for each school with senior secondary courses.

6. That the principal of each secondary school will have the authority to distribute points in order to meet the needs of the school.

9.1 SELECTION - DEPARTMENT HEADS

1. The school principal shall, in consultation with the teaching staff of the school, **determine** the organizational structure of the school and the selection procedure to be used.
 - (a) Such structure shall include the number of subject departments or curriculum divisions and the level (minor or major) of the department.
2. Each department shall select from among its members its own department head, subject to the approval of the school principal.
 - (a) If the principal does not approve the selection by any department or division, (s)he shall meet to resolve the difference with the department or division involved.
 - (b) The principal shall notify the Board with a list of people named as department-heads, indicating level, by May 31 of each year.
3. The appointment shall terminate automatically on June 30, and appointments for the following school year shall be made by May 31.
4. No teacher in an administrative position shall receive any additional remuneration for department-head duties (s)he may assume or be assigned.
5. The Board shall pay department-heads in secondary schools in accordance with the Salary Agreement.

9.2 QUALIFICATIONS

Department-heads should possess the academic qualifications, energies, organizational abilities and successful teaching experience to enable him/her to give leadership and assistance to his/her colleagues.

9.3 FUNCTION

The function of the department-head is to assist the principal by providing leadership within a specific subject area.

Teachers will be appointed to department-head level one or department-head level two and the differentiation in duties is outlined in the section of the proposal titled "Duties and Responsibilities."

The school athletic director's function is unique and therefore requires a separate description of duties and responsibilities. (S)he is concerned with the management of the athletic programme and the scope of his/her duties varies with the size of the athletic programme.

9.4 DUTIES AND RESPONSIBILITIES

1. Department-Head Level 1:

Shall, under the direction of the school principal, by holding regular departmental meetings, and by conferring with individual teachers:

- (a) Act as a communication agent with the administration on matters relating to the department.
- (b) Co-ordinate the needs of the department.
- (c) Be aware of, and acquaint members of the department with, course changes, Ministerial circulars, supplementary texts and teaching aids.
- (d) Co-ordinate the distribution of funds in the departmental budget.
- (e) Co-ordinate the ordering, invoicing, and distribution of departmental supplies.
- (f) Be responsible for maintaining an annual inventory of all equipment and non-expendable supplies.
- (g) Offer recommendations in the ordering of textbooks and resource materials for the department.
- (h) Co-ordinate departmental testing schedules.
- (i) Acquaint new teachers with staff, school facilities, and all matters related to the course assignment.
- (j) Give input concerning course offerings, scheduling of and all matters relating to timetabling.

- (k) Co-ordinate the placement of student teachers within the department.
- (l) Act as interdepartmental liaison.
- (m) Assume, after consultation, other duties as determined by the principal.

2. Department-Head Level 2:

Shall, under the direction of the school principal, by holding regular departmental meetings, and by conferring with individual teachers:

- (a) Carry out all the duties and assume all the responsibilities of department head level 1: in addition (s)he will have the following responsibilities.
- (b) To define the departmental philosophy and to revise it as the educational needs change.
- (c) To be responsible for curriculum development, implementation and revision.
- (d) To identify the contents of the curriculum and state it in terms of the objectives and learning outcomes.
- (e) To ensure that the curriculum is sequential to the various grade levels.
- (f) To ensure that the learning outcomes within a given course are consistent with the course objectives.
- (g) To co-ordinate all District and Provincial testing programmes for the department.
- (h) To assume responsibility for all related committee work and reports that occur from the preceding.
- (i) To co-ordinate pupil evaluation procedures and to implement them in a uniform manner within the department.
- (j) To act as an inter-school liaison on departmental matters.
- (k) To assist in the initiation, definition and organization of any locally developed courses within the department.
- (l) To report to the school board on any matters concerning the department in lieu of the principal.

9.5 ATHLETIC DIRECTOR

Shall, under the direction of the school principal:

- (a) Arrange all the gym and/or field schedules for practices in all sports.
- (b) Be responsible for the appointment of all game officials.
- (c) Be responsible for the preparation and distribution of the athletic budget.
- (d) Arrange bus schedules and transportation to all athletic events.
- (e) See to administrative details for all home athletic contests, including lining of fields, etc.
- (f) Be responsible for the Provincial Sports Draw Programme.
- (g) Arrange the use of the gym and/or field for outside agencies.
- (h) Attend and take part in all zone meetings.
- (i) See that all coaches receive from each participant travel permits from parents prior to road trips.
- (j) Keep a record of athletic competitions, team participants and point records leading to the presentation of athletic awards.
- (k) See that all equipment and uniforms for each sport be issued, collected, cleaned and stored.
- (l) To inform the public prior to extra-mural events in the school and to provide the press, T.V. and radio with results of all athletic contests both home and away.
- (m) Arrange a schedule for all school athletic events.
- (n) Provide, with the co-operation of the administration and members of the coaching staff, a unified programme of athletics.
- (o) Arrange for groups to use the gym for fund raising purposes and to co-ordinate equipment and personnel for these ventures.
- (p) See that the athletic code of the local association is understood by all members of the athletic staff regarding eligibility, ethics, etc.

ARTICLE X--PERSONNEL PRACTICES RELATING TO REPORTS ON TEACHERS BY PRINCIPALS

WHEREAS the first concern of the Board of School Trustees is the excellence of instruction for pupils, and

WHEREAS principals do have a responsibility to supervise, evaluate and provide assistance for the instructional staff, and

WHEREAS supervision should be designated to promote more effective teaching methods and development of the educational environment, and

WHEREAS the evaluation of teachers should be based on the assumption of professional competence, and

WHEREAS all personnel should be appropriately supervised and evaluated through a fair and comprehensive evaluation system:

10.1 SUPERVISION OF TEACHERS

1. In supervising and evaluating teachers the following criteria should be considered:
 - a) the teacher's knowledge of his/her pupils;
 - b) the teacher's planning in relation to definite purposes and clear objectives;
 - c) the teacher's attempts to involve students in experiences and activities designed to develop skills and stimulate thought, with due consideration for individual differences;
 - d) the teacher's provision of opportunities for questioning, speculation, and originality;
 - e) the teacher's endeavors to keep his/her knowledge current and his/her teaching techniques effective in the subject areas (s)he undertakes and agrees to teach;
 - f) the teacher's classroom management practices with regard to educational objectives and the learning environment of the school;
 - g) the teacher's relationships with the pupils;
 - h) the teacher's positive contributions to the school and to his/her profession;
 - i) a good role model, e.g. the teacher speaks and acts towards pupils with respect and dignity, and deals judiciously with them, always mindful of their rights and sensibilities.
2. Written reports of principals on the work of a teacher should be drafted on the basis of a reasonable number of observations:
 - (a) The principal shall first discuss with the teacher the purpose of the evaluation and the criteria to be used.

(b) Following each observation or supervisory visit, the principal shall discuss with the teacher his/her observations and impressions, such observations and impressions shall further be provided to the teacher in the form of a written anecdotal statement.

3. The principal shall give the teacher advice and assistance in overcoming any weakness observed.
4. Principals, superintendent of schools, and director of instruction may discuss the work of a teacher and may consider jointly what steps should be taken to correct any weakness observed, and recognize any strengths, but formal reports of each shall be written independently.
5. The principal should be specific in his/her comments and shall base comments on personal observation.
6. Reports shall normally include the teacher's prime area of assignment:
 - (a) If a report does not cover all aspects of the assignment because all aspects have not been observed, this shall be noted in the report:
 - (b) Reports shall reflect any discrepancy between the teacher's assignment and his/her professional training;
 - (c) Normally all criteria in #1 above will receive comment in a report.
7. The teacher shall be shown a draft of any written reports on his/her performance so that the teacher may have the opportunity to point out any errors of fact. This discussion shall be solely between the teacher and the principal.
8. Any written report of a teacher shall include constructive suggestions and advice for improvement.
9. Within seven (7) days of receipt of a written report, the teacher may request a meeting with the principal to discuss the reports. Such meeting shall be held within fourteen (14) days of the request.
 - (a) The teacher shall have the right to submit to the principal all copies of the disputed report.
10. When the reports from two, of the principal, the superintendent, or the director of instruction, provide contrary assessments, the teacher shall have the right to a report by the third party.

11. If before January 31 of the school year a teacher submits in writing a request for a written report by a principal, the report must be completed and filed within three months of the request.

10.2 SUPERVISION OF TEACHERS NEW TO THE SCHOOL

- (a) Initial observations by principals shall occur within two months after appointment. If weakness is noted, it shall be discussed with the teacher orally and in written anecdotal form, together with specific suggestions for improvement.
- (b) If the weakness is serious enough to warrant placing the teacher on probation, the teacher shall be so notified in writing, with reasons indicated and with specific suggestions for improvement. All of the preceding procedures on teacher evaluation shall apply.

ARTICLE XI--WRITTEN REPORTS ON TEACHERS BY THE DIRECTOR OF INSTRUCTION AND THE SUPERINTENDENT OF SCHOOLS

11.1 SUPERVISION OF TEACHERS

In supervising and evaluating teachers the following criteria should be considered:

- a) The teacher's knowledge of his/her pupils;
- b) The teacher's planning in relation to definite purposes and clear objectives;
- c) The teacher's attempts to involve students in experiences and activities designed to develop skills and stimulate thought, with due consideration for individual differences;
- d) The teacher's provision of opportunities for questioning speculation, and originality;
- e) The teacher's endeavors to keep his/her knowledge current and his/her teaching techniques effective in the subject (s)he undertakes and agrees to teach;
- f) The teacher's classroom management practices with regard to educational objectives and the learning environment of the school;
- g) The teacher's relationships with the pupils;
- h) The teacher's positive contributions to the school and to his/her profession;
- i) a good role model, e.g., the teacher speaks and acts towards pupils with respect and dignity, and deals judiciously with them, always mindful of their rights and sensibilities.

11.2 REPORTS ON TEACHERS BY DIRECTOR OF INSTRUCTION OR SUPERINTENDENT OF SCHOOLS

1. Written reports of the director of instruction and the superintendent on the work of a teacher should be drafted on the basis of a reasonable number of observations:

- (a) The principal shall discuss with their teaching staff the purpose of the evaluation and the criteria to be used.
 - (b) Following each formal observation or supervisory visit, the superintendent or director shall discuss with the teacher his/her observations and impressions. Observations and impressions from a formal observation shall further be provided to the teacher in the form of a written statement.
2. The superintendent or director shall give the teacher advice and assistance in overcoming any weakness observed or designate others to provide the aforementioned advice or assistance.
 3. Principals, superintendent of schools, and director of instruction may discuss the work of a teacher and may consider jointly what steps should be taken to correct any weakness observed, and recognize any strengths, but formal reports of each shall be written independently.
 4. The superintendent or director should be specific in his/her comments and shall base comments on personal observation.
 5. Reports shall normally include the teacher's prime area of assignment:
 - (a) If a report does not cover all aspects of the assignment because all aspects have not been observed, this shall be noted in the report:
 - (b) Reports shall reflect any discrepancy between the teacher's assignment and his/her professional training:
 - (c) Normally all criteria in supervision of teachers in 11.1 above will receive comment in a report.
 6. Any written report of a teacher shall include constructive suggestions and advice for improvement.
 7. Within seven (7) days of receipt of a written report, the teacher may request a meeting with the superintendent or director to discuss the report. Such meetings shall be held within fourteen (14) days of the request.
 - (a) The teacher shall have the right to submit to the superintendent or principal a written commentary on the report which shall be filed with all copies of the disputed report.
 8. When the reports from two, of the principal, the superintendent, or the director of instruction, provide contrary assessments, the teacher shall have the right to a report by the third party, subject to the School Act and Regulations.

11.3 SUPERVISION OF TEACHERS NEW TO THE DISTRICT

If the weakness is serious enough to warrant placing the teacher on probation, the teacher shall be so notified in writing, with reasons indicated and with specific suggestions for improvement. All of the preceding procedures on teacher evaluation shall apply.

ARTICLE XII--REPORTS ON TEACHERS IN POSTS OF SPECIAL RESPONSIBILITY

1. The Board shall, in consultation with its employees, develop and maintain a description of the duties for each type of special assignment by October 30, 1981.
2. Specific evaluative criteria shall be developed that relates to the job description by October 30, 1981.
3. Written reports on the work of a teacher in a position of special responsibility should be drafted on the basis of a reasonable number of observations:
 - (a) The principal, director of instruction or superintendent of schools shall first discuss with the teacher the purpose of the evaluation and the criteria to be used.
 - (b) Following each observation or supervisory visit, the principal, director of instruction or superintendent shall discuss with the teacher his/her observations and impressions. Such observations and impressions shall further be provided to the teacher in the form of a written statement.
4. The principal, director of instruction or superintendent of schools shall give the teacher advice and assistance in overcoming any weakness observed or designate others to provide the aforementioned advice or assistance.
5. Principals, superintendent of schools, and director of instruction may consider jointly what steps should be taken to correct any weakness observed, and recognize any strengths, but formal reports of each shall be written independently.
6. The principal, director of instruction or superintendent of schools should be specific in his/her comments and shall base comments on personal observation.
7. Reports shall normally include the teacher's prime area of assignment:
 - (a) If a report does not cover all aspects of the assignment because all aspects have not been observed, this shall be noted in the report.

8. Any written report of a teacher shall include constructive suggestions and advice for improvement.
9. Within seven (7) days of receipt of a written report, the teacher may request a meeting with the principal, superintendent or director to discuss the report. Such meeting shall be held within fourteen (14) days of the request.
 - (a) The teacher shall have the right to submit a written commentary on the report, which shall be filed with all copies of the disputed report.
10. The result of any evaluation of a teacher with a post of special responsibility shall be either SATISFACTORY or LESS THAN SATISFACTORY. and if written by the superintendent or director of instruction, commented on as poor, fair, satisfactory, good, or excellent, as defined on the bottom of the reporting form.
11. Teachers in posts of special responsibility will receive a minimum of two reports written by separate individuals before a demotion or involuntary transfer or termination of employment. Such reports must be based on personal observations conducted at least three months but not more than twelve months apart.
12. If before January 31 of the school year, a teacher in a post of special responsibility submits in writing, a request for a written report, a report must be completed and filed within three months of the request.

ARTICLE XIII--PREPARATION TIME

1. TO all elementary (including kindergarten) school teachers who register a class, the Board agrees to provide one hour per week instruction free time and a pro-rated proportion thereof for part-time teachers who register a class. Such time to be used for instructional-related duties, such as lesson preparation, marking, parent contact and meetings. (Based on a twenty-five hour week, this limits the instructional week for indicated teachers to a maximum of twenty-four hours inclusive of the morning recess period if applicable.)
2. To all secondary teachers and elementary teachers not included above, the Board agrees that the amount of instruction free time provided shall not be less, during the period of the Premier's Restraint Program, than that which was provided during the 1981-1982 school year.

ARTICLE XIV--PROFESSIONAL DEVELOPMENT FUND

1. The Board agrees to contribute to the T.D.T.A. Professional Development Committee a sum of \$18,000 annually, to be paid in two instalments: \$10,800 in January of each year and \$7,200 in September of each year.

ARTICLE XV--LIBRARY STAFFING

1. The Board will adhere to the minimal library staffing guidelines as stated in the Ministry of Education's booklet, "Sources and Resources," 1980 edition.
2. The implementation of this Article will take effect on September 1, 1982 but subject to the availability of funds to the Board as determined by the Premier's Restraint Program and/or a revised Provincial Education Finance Formula.

ARTICLE XVI--HOUSING

1. The Board and the Teachers' Association will assist in locating housing for teachers new to the district whose assignment is in Hazelton, Stewart, Kitsault or Kitwanga.
2. Where possible, the Board, at time of recruitment, will make the teacher fully aware of the quality and style of housing available, through the use of photographs, slides and/or video tapes.

ARTICLE XVII--SEXUAL HARASSMENT

1. The association and the board recognize the right of all members to work in an environment free from sexual harassment. The board undertakes to discipline any person employed by the board, pursuant to the provisions of this Article, who engages in the sexual harassment of a person covered by this agreement.
2. For purposes of this article, "Sexual Harassment" means any repeated, unwelcome sexual comment, look, suggestion or physical contact that creates an uncomfortable working or learning 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.
3. Complaints regarding alleged sexual harassment shall be dealt with in the following manner: (the member alleging sexual harassment is referred to as "A", and the employee against whom the allegation is made is referred to as "B").

Step one: A shall request a meeting with B, at which A may be accompanied by any member of the association. A shall apprise B of the allegation, and the participants shall attempt to reach agreement on a course of future conduct acceptable to A and B, without involvement of further persons. The discussion at such meeting, and the fact that the meeting took place, shall be completely confidential, and participants shall make no disclosure in respect of it, save in any proceedings under steps two or three of this article.

Step two: A may:

- a) If no agreement is reached at step one: or,
- b) If an agreement reached at step one is broken by B;

file a complaint in writing in respect of alleged sexual harassment. The complaint shall be filed with the senior board official responsible for personnel matters, with a copy sent to the President of the Terrace District Teachers' Association. That official, in conjunction with a Terrace District Teachers' Association representative, shall, within 24 hours, convene a meeting with A and B, each of whom may be accompanied by another member of the association. If B is not a member of the association (s)he may be accompanied by any other employee of the board. The complaint shall be discussed, and the participants shall attempt to reach an agreement on a course of conduct satisfactory to A, B and the board official. The discussion at such meeting, and the fact that the meeting took place, shall be completely confidential, and the participants shall make no disclosure in respect of it, save in any proceedings under step three of this article.

Step three: A may refer the complaint through the grievance procedure in the event that the complaint is not resolved satisfactorily at step two, or in the event that an undertaking of B or the board is not carried out pursuant to an agreement reached at step two. Where the grievance committee determines that sexual harassment did take place, they shall allow the complaint, and shall recommend that the board:

- a) reprimand B in writing;
- b) suspend B with or without pay for a fixed period of time;
- c) transfer B to a different location from A;
- d) where B holds a position of special responsibility, transfer B to a position of less or no special responsibility; or
- e) dismiss B

or a combination of two or more of the above, according to the gravity of the circumstances found by the grievance committee.

Where the grievance committee determines that no sexual harassment took place, and suspects that the complaint was frivolous or malicious, they shall refer the matter to the TDTA executive.

Nothing in the above clause shall prevent the Board from exercising its authority under Section 122 of the School Act.

ARTICLE XVIII--FEES AND DUES--ECTF AND LOCAL

1. The Board agrees to deduct all dues, fees and levies established pursuant to the constitution and by-laws of the Federation and the Association.
2. The secretary-treasurer shall deduct the current Federation and Association fees in equal instalments from the monthly cheque of the teacher, subject to pro rating to full time equivalent, and forward same to the treasurer of the Association and the treasurer of the Federation respectively.

ARTICLE XIX--COPIES OF AGREEMENT

1. Copies of all agreements between the Board of School Trustees of School District No. 88 (Terrace) and the Terrace District Teachers' Association shall be provided to:
 - (a) All teachers employed by School District No. 88 (Terrace) in September of each year,
 - (b) All teachers new to the district, at time of appointment.
2. Prior to being printed, proofs of the Agreement shall be given to members of the Board's Salary Committee and to the Terrace District Teachers' Association for proof-reading.

ARTICLE XX--DISCIPLINARY ACTION

Teachers will be provided with reasonable due process in the event that they are disciplined under Section 122 of the School Act.

ARTICLE XXI--GRIEVANCE PROCEDURE

1. GRIEVANCES AND REPLIES IN WRITING

Grievances and replies to grievances shall be in writing at all stages. All employees directly affected by a grievance shall receive copies of the grievance and replies.

2. DEFINITION OF GRIEVANCE

A grievance is defined as any difference that arises between the parties out of the interpretation, application or any alleged violation of this Agreement, or if such difference is grievable. Such question or difference shall be finally and conclusively settled in the following manner:

Step 1--Such difference or grievance shall first be reduced to writing. The employee and a representative of the Association, if desired by the employee, shall first seek to settle the grievance with the employee's supervisor. At each step of the grievance procedure the grievor shall have the right to be present.

Step 2--Failing satisfactory settlement within five (5) working days of receipt of such grievance, the Association shall submit the grievance to the superintendent of schools.

Step 3--Failing satisfactory settlement within five (5) working days, such grievance shall be referred to a grievance committee comprised of two (2) members each from the Board and the Association. The Committee shall, if it so desires, have its advisors in attendance. Failing satisfactory settlement within thirty (30) days, the matter may be referred for resolution to Arbitration.

3. GROUP GRIEVANCE

Two (2) or more employees having the same grievance may process one group grievance through the grievance procedure.

4. TIME LIMITS

If a dispute is not submitted within thirty (30) calendar days after the occurrence of the act or decision giving rise to the dispute, then the dispute shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. If a grievance has not advanced to the next stage under Step 2 or 3 within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end.

ARTICLE XXII--ARBITRATION PROCEDURE

1. COMPOSITION OF BOARD OF ARBITRATION

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other party of the Agreement. Within five (5) days thereafter, each party shall name an arbitrator to an arbitration board and notify the other party of the name and address of its appointee. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairman within five (5) days, the appointment shall be made by the Minister of Labour upon request of either party. By mutual agreement of the Association and the Board, a single arbitrator may be appointed by the parties.

2. BOARD PROCEDURE

The arbitration board may determine its own procedure. but shall give full opportunity to all parties to present evidence and make representations to it. The arbitration board shall endeavor to commence its proceedings within forty-eight (48) hours after the chairman is appointed. It shall hear and determine the difference or allegation and render a decision within fourteen (14) days from the time the chairman is appointed. The decision of the majority shall be the decision of the board of arbitration.

3. DECISION OF THE BOARD

The decision of the board of arbitration shall be final and binding on all parties, but in no event shall the board of arbitration have the power to alter, modify or amend this Agreement in any respect.

Should the parties disagree as to the meaning of the decision, either party may apply to the chairman of the board to reconvene the board of arbitration to clarify the decision which it shall do within three (3) days.

4. EXPENSE OF THE BOARD

Each party shall pay:

- a) the fees and expenses of the arbitrator it appoints:
- b) one-half the fees and expenses of the chairman.

5. AMENDING OF TIME LIMITS

The time limit fixed in both the grievance and arbitration procedures may be extended by mutual consent of the parties of this Agreement.

6. WITNESSES

At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employee(s) concerned as witnesses.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed this 27th day of January, 1987, by affixing the signatures of their officers hereunto authorized in that behalf.

SIGNED FOR THE BOARD OF SCHOOL TRUSTEES SCHOOL DISTRICT NO. 88 (TERRACE)

SIGNED FOR THE TERRACE DISTRICT TEACHERS' ASSOCIATION

SENIORITY, LAYOFF AND RECALL AGREEMENT

made between

TERRACE DISTRICT TEACHERS' ASSOCIATION

and

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 88 (TERRACE)

1. APPLICATION OF THIS AGREEMENT

- a) Where the Board finds it necessary to terminate the employment of teachers on continuing contract such terminations shall be in accordance with the provisions of this agreement.
- b) Certified teachers with more than one year of seniority who are employed on a temporary teaching contract shall be treated in the same manner as teachers listed in (a) above.
- c) Non-certified teachers with more than three years of seniority who are employed on a temporary teaching contract shall be treated in the same manner as teachers listed in 1(a) above, with the exceptions that:
 - i) They can only exercise their seniority to displace other non-certified teachers with less seniority and they shall be recalled only to positions where certified teachers with necessary qualifications are not available.
- d) Certified and non-certified teachers on temporary contract and not covered in Sections 1(b), 1(c) above shall be subject to the layoff provisions on Article 5(a) and 5(e), but no other section of this agreement applies to them.
- e) A teacher whose employment is terminated under the School Act (Sections 107, 122, 123) is not covered by any of the provisions of this agreement.
- f) Substitute teachers are not covered by any of the provisions of this agreement while employed as a substitute teacher.
- g) In the event of disagreement between the provisions of this agreement and Articles 4 or 7 of the Personnel Practices Contract, then this agreement shall prevail.
- h) In the event of disagreement between the provisions of this agreement and the School Act, then the School Act shall prevail.

2. PRINCIPLE OF SECURITY

The Board and the Association agree that increased length of service in the employment of the Board entitles teachers covered by this agreement to increased security of teaching employment (provided they possess the qualifications necessary for the positions available.)

3. SENIORITY

- a) In this agreement, "Seniority" is defined as a teacher's length of continuous service in the employ of the Board subject to the following:
 - i) Part-time teaching will be pro-rated on an FTE basis; e.g. .5 assignment x 10 years service = 5 years FTE count toward seniority for all continuous service prior to September 1, 1984. All subsequent continuous service shall be credited as full time.
 - ii) Substitute teaching days, defined under Article 9.2 of the Salary Agreement (1984), which occurred subsequent to September 1, 1978 shall count for Seniority, if part of a teacher's continuous service in the employ of the Board.
 - iii) An interruption prior to September 1, 1984 in continuous service by way of resignation of up to two years, for the reason of maternity or adoption, shall not be considered to be a break in continuous service for the purposes only of determining a teacher's starting date of employment, seniority date, length of service and date of offer of employment.
- b) The Board shall, by October 15, forward to the Association a list of all teachers on continuing or temporary contract employed by the Board, in order of seniority calculated according to this agreement and setting out the seniority according to the date of commencement of work:
 - i) When the seniority of two or more teachers is equal pursuant to paragraph 3(a), the teacher with the greater aggregate seniority (length of employment on continuing and/or temporary contract) with the Board shall be deemed to have the greater seniority.
 - ii) When the seniority of two or more teachers is equal pursuant to paragraph 3(b)(i), the teacher with the greater aggregate length of employment with other school authorities recognized for salary experience purposes in this district, shall be deemed to have the greater seniority.

- iii) When the seniority of two or more teachers is equal pursuant to paragraph 3(b)(ii), the teacher with the earlier recorded offer of employment issued under the authority of the Superintendent of Schools or Secretary-Treasurer shall be deemed to have the greater seniority.
 - iv) When the seniority of two or more teachers is equal pursuant to paragraph 3(b)(iii), the Board and the Association shall agree to a fair means to break the tie which shall include consideration of whether or not the teacher had been employed as a substitute teacher at any time subsequent to September 1, 1978.
- c) i) Seniority shall accrue to teachers on continuing or temporary contracts over the period of any leave of absence of up to but not exceeding two years for leave on or after September 1, 1984. Continuity of service shall not be broken during any Board approved leave.
- ii) 3(c)(i) shall apply to those periods which are "bridged" according to Article 3(a)(iii) above.
- d) The Association shall bring to the attention of the Superintendent of Schools any errors in the Seniority List on or before November 15.

4. QUALIFICATIONS

- a) Necessary qualifications in respect of a teaching position means a reasonable expectation based on the teaching certification, training, education and experience of a teacher, that the teacher will perform the duties of the position in a satisfactory and professional manner.
- b) The determination of whether or not a teacher has the necessary qualifications for a particular teaching position or group of similar teaching positions shall be the responsibility of the Superintendent of Schools or his/her delegate. To permit fair and accurate determination a teacher may be required to supply academic records and other evidence and in-service training, details, and records of teaching and/or work experience, teaching reports, references; moreover, a teacher may be required to attend personal interview(s) with the Superintendent and/or other District or school administrative staff.

5. SECURITY OF EMPLOYMENT BASED ON SENIORITY AND QUALIFICATIONS

- a) When the board determines that it is necessary to terminate the employment of one or more teachers due to educational OR budgetary reasons the teachers to be retained on the active teaching staff of the district shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
- b) The board and the association agree that the board may use the powers conferred on it pursuant to Section 120 of the School Act, as qualified by the Personnel Practices Contract, to implement the provisions of paragraph 5(a).
- c) Nothing in paragraphs 5(a) and 5(b) shall be taken to require the board to transfer a teacher with greater seniority for the purpose of retaining on staff a teacher with less seniority than that teacher.
- d) The board shall give each teacher it intends to terminate pursuant to this agreement, a minimum of thirty calendar days notice in writing, such notice to be effective at the end of a school term, and to contain the reason for the termination. A list of positions held by less senior teachers shall be available to teachers in receipt of termination notices and the T.D.T.A. through the office of the superintendent of schools.
- e) Where the board has issued a termination notice to a teacher under this agreement and the board has been able to offer recall to that teacher, the offer being consistent with the terms of this agreement, and before the expiry of the notice period then the termination notice shall be null and void.

6. APPEAL PROCEDURE

- a) Appeals may be made by a terminated teacher on the basis that (s)he has greater seniority and the necessary qualifications for a teaching position scheduled to be retained by the junior teacher in a teaching field; such appeal is to be submitted to the Appeal Committee within five days of the receipt of notice of termination.
- Appeals may also be made on the interpretation or correct application of any of the clauses except 5(a) in this agreement. Such appeal is to be submitted within five days of the receipt of notice.
- b) The Appeal Committee consisting of two board representatives and two TDTA representatives will adjudicate teacher appeals within five days of appeal being submitted. A majority decision of the Appeal Committee is final and binding.

- c) If the Appeal Committee cannot reach a majority decision, the association may appeal the termination within five days to a third party as outlined in paragraph 6(d) below, with notice of the appeal being given in writing to the board.
- d) The board and the association shall name one person as a third party. The third party shall hear all appeals within ten calendar days of the appeal being submitted to him/her in writing. The third party will review the board's decision respecting necessary qualifications on the grounds of reasonableness and/or good faith, and otherwise, on the grounds of adherence to this agreement. The decision of the third party shall be made within ten days of hearing and shall be final and binding for all parties. If the third party is not available, the board and the association may agree to name another third party. If mutual agreement cannot be reached on an alternate third party, the Minister of Labour shall make the appointment.
- e) The cost of arbitration shall be shared equally by the board and the association.
- f) The two parties may extend the time limits contained in this article by mutual agreement.

7. RECALL/RE-ENGAGEMENT

- a) When a position on the teaching staff of the district becomes available, the board shall, notwithstanding any other provision of this agreement except 7(d) below, first offer re-engagement to the teacher who is covered in articles 1(a) and 1(b) of this agreement at the time of termination and who has the most seniority among those terminated pursuant to this agreement provided that the 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 or the list has been exhausted. All positions shall be offered in this manner while there are remaining qualified teachers who have been terminated pursuant to this agreement except those covered in Article 7(d).
- b) A teacher offered re-engagement pursuant to paragraph 7(a), shall inform the board whether or not the offer is accepted, within forty-eight hours of receipt of such offer.
- c) The board shall allow ten days from an acceptance of an offer under paragraph 7(b) for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed, but not to exceed thirty days.

- d) A teacher's right to re-engagement under this article is lost:
 - i) if the teacher elects to receive severance pay under paragraph 9 of this agreement
 - ii) if the teacher refuses to accept two positions for which (s)he possesses the necessary qualifications, one of which must be in the teacher's geographic location. Five geographic locations are:
 - (1) Terrace/Thornhill, (2) Kitwanga, (3) Hazelton, (4) Stewart, (5) Kitsault.
 - iii) if the teacher accepts a continuing appointment in another school district, or
 - iv) if twenty-seven months elapse from the date of termination under this agreement and the teacher has not been re-engaged.
- e) A teacher on the re-engagement list is responsible for keeping the office of the superintendent of schools informed of changes in name, address, telephone number and qualifications.
- f) Upon re-engagement, a teacher shall retain his/her former recall status even though the recall assignment may be for a specified term and/or for an amount of employment different from the recall status. This permits the board to employ teachers on the recall list in temporary assignments without jeopardizing the teacher's right to recall otherwise contained in this agreement.
- g) A teacher re-engaged under the terms of this clause assumes the seniority accrued prior to termination.

8. BENEFITS

- a) A teacher re-engaged under the provisions of paragraph 7 shall be entitled to all sick-leave credit accumulated at the date of termination.
- b) A teacher who retains rights of re-engagement pursuant to Section 7 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in the regular salary agreements by payment of the full costs of such benefits to the board, subject to the approval of the insurance carrier. It is the teacher's responsibility to inform the secretary-treasurer that (s)he wishes to continue on benefits.
- c) Any teacher whose position is terminated according to the provisions of this agreement is entitled to maintenance of all

benefits outlined in the salary agreement on the shared basis for two months after the effective date of termination, subject to the approval of the insurance carrier within the terms of the present contract (no premium surcharge).

9. SEVERANCE PAY

- a) A teacher on continuing appointment who has one or more years of continuous employment and who is terminated, save and except a teacher who is terminated or dismissed pursuant to Sections 107 and 122 or 123 of the School Act, may elect to receive severance pay at any time during the first year following termination.
- b) Severance pay shall be calculated at the rate of five percent of one Year's salary for each FTE year of continuous paid service to a maximum of one year's salary. Salary on which severance pay is calculated shall be based on the teacher's annual full-time salary, including allowances, at the time of the teacher's termination.
- c) A teacher who receives severance pay pursuant to this article and who notwithstanding Section 7, is subsequently re-hired by the board, shall retain any payment made under the terms of this section and in such case for purposes only of service shall commence with the date of such re-hiring.

The Terms of Agreement will be:

"This agreement shall be for the period May 2, 1985 to and including June 30, 1986, and from year to year thereafter unless either party notifies the other, in writing, by any subsequent September 20, that the agreement is to be re-negotiated. In the event that such notice is submitted and no agreement is reached with respect to revision, this agreement shall continue in force and effect until the following June 30."

Dated at Terrace this ____ day of May 1985.

Signed for the Board of Trustees
of School District 88 (Terrace)

Signed for the Terrace District
Teachers' Association

MEMORANDUM OF AGREEMENT IN COMMITTEE

SENIORITY, LAYOFF AND RECALL AGREEMENT

In witness whereof, the parties negotiating on behalf of the Board of School Trustees of School District No. 88 (Terrace) and the Terrace District Teachers' Association hereby agree to the following modification of the "Terms of Agreement" of the existing "Seniority, Layoff and Recall Agreement."

"This Agreement shall be for the period July 1, 1987, to and including June 30, 1988 and from year to year thereafter unless either party notifies the other, in writing, by any subsequent September 20, that the agreement is to be re-negotiated. In the event that such notice is submitted and no agreement reached with respect to revision, this Agreement shall continue in force and effect until the following June 30."

SIGNED FOR THE BOARD OF SCHOOL
TRUSTEES SCHOOL DISTRICT NO. 88
(TERRACE)

SIGNED FOR THE TERRACE
DISTRICT TEACHERS'
ASSOCIATION

February 1987

MEMORANDUM OF AGREEMENT

between

**TERRACE DISTRICT TEACHERS' ASSOCIATION
(TDTA)**

and

**THE BOARD OF SCHOOL TRUSTEES DISTRICT 88 (TERRACE)
(The Board)**

INTENT

This is a bridging agreement to allow the parties to maintain a harmonious and productive relationship and to allow for sufficient time to permit the negotiation of a first collective agreement.

The intent of this agreement is to provide:

1. The students of this district with a favorable educational environment.
2. The teachers and the board of this district with stability through the transition period under the Teaching Profession Act.

AGREEMENT

The board agrees to maintain, in their entirety, the following agreements as they presently exist unless changed by negotiation:

1. Salary Agreement (including health care benefits)
2. Seniority, Layoff and Recall Agreement
3. Board Initiated Teacher Transfer Agreement
4. Deferred Salary Leave Plan
5. TDTA President Leave of Absence,

The board agrees to maintain the Personnel Practices Contract subject to the following:

1. Deletion of references to administrators, Sections 2A.4 and 2A.9(B).
2. Article 18(1) and 18(2) are changed to conform with the checkoff provisions of this agreement.

It is understood that it is the intention of the board to clarify and negotiate changes to certain sections of the Personnel Practices Contract prior to inclusion in any future Collective Agreement. It is not the intention of the board to negotiate these changes at this time. (This would include Articles such as Articles IV, V, VII, IX, X, XI, XII, XV).

SD 88 (Terrace)

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The board agrees to provide the same terms of employment as contained in repealed sections of the School Act as follows:

Protection of Sick Leave

Section 125 Sick Leave--Full provisions until June 30, 1988, and thereafter unless changed by negotiation. (Teaching Profession Act (90(1), (2))).

Suspension, Termination, Dismissal

Right of Appeal to Board

Prior to termination or dismissal of a teacher by the board, the board shall give the teacher the opportunity to appeal to, or appear before the board as per present practice. This provision remains in force unless changed by negotiation.

Termination of Contract

Regulation 65--The board will follow the process in Regulation 65 prior to termination under School Act Section 123(1) or Teaching Profession Act 122.1. This provision is until the conclusion of a first collective agreement.

Section 123(1)--Full provision unless changed by negotiation.

Section 123(2) and (3)--Full provision until June 30, 1988, after which provisions of Section 122.1, Teaching Profession Act apply, subject to "Right of Appeal" above.

Suspension or Dismissal

Section 122--Full provision until June 30, 1988. After June 30, 1988, any dismissal or suspension dispute shall be settled in accordance with Section 122 (Sections 122 to 122.7 inclusive), Revised School Act. subject to "Right of Appeal" above.

CERTIFICATION

In the event that application for certification is pending before the Industrial Relations Council, this agreement will remain in force in accordance with Section 51, Industrial Relations Act.

In the event that the Industrial Relations Council certifies a bargaining agent and either party serves notice to commence bargaining, negotiations will proceed under the Industrial Relations Act with the intent to reach an agreement by June 30, 1988.

In the event that teachers of the district elect to be represented by a teacher association, negotiations will proceed in accordance with Section 131, Teaching Profession Act, with the intent of reaching an agreement by June 30, 1988.

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SD 88 (Terrace)

RECOGNITION

The board recognizes the TDTA as the sole bargaining agent for teachers in this district until a new bargaining agent is certified under the Industrial Relations Act or recognized under the School Act. Nothing in this agreement confers voluntary recognition of the TDTA as bargaining agent for the period after July 1, 1988.

DUES, FEES AND CHECKOFF

The present practices will continue until January 1, 1988, at which time the board will deduct dues for the TDTA and the BCTF from all teachers who authorize such deductions in writing and will continue to do so until a new bargaining agent is certified under the Industrial Relations Act or recognized under the School Act.

GRIEVANCE PROCEDURE/DISPUTES

Where a statutory avenue of appeal or enforcement in respect to any matter referred to in this agreement is no longer available, the parties agree that such disputes shall be referred to the Grievance Procedure in Article XXI of the Personnel Practices Contract. The parties agree that all disputes shall be resolved through this Grievance Procedure and that should any strike or lockout, as defined by the Industrial Relations Act occur (including "work to rule" and "instruction only" campaigns) this agreement shall immediately terminate.

DATED AT TERRACE, THE _____ DAY OF _____, 1987.

Signed for the Terrace District Teachers' Association

Signed for the Board of School Trustees, District 88 (Terrace)

IN THE MATTER OF THE SCHOOL ACT
RSBC 1979, CHAP. 375 AND
AMENDMENTS THERETO AND IN
THE MATTER OF AN ARBITRATION

BETWEEN:

TERRACE DISTRICT TEACHERS' ASSOCIATION
(hereinafter referred to as "the Teachers")

AND:

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL
DISTRICT NO. 88 (TERRACE)
(hereinafter referred to as "the Trustees")

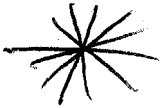
CHAIRMAN AND SOLE ARBITRATOR: NORMAN FETTERLY, ESQ.

COUNSEL FOR THE TRUSTEES: A.J.K. (AL) KEYLOCK

NO ONE APPEARING FOR THE TEACHERS ALTHOUGH DULY NOTIFIED

DATE OF HEARING: MAY 27, 1987

PLACE OF HEARING: TERRACE, BC



5. The current Agreement between the Teachers and the Trustees expiring on June 30, 1987 subject to the above noted amendments be rolled over and become effective for the July 1, 1987 to June 30, 1988 fiscal period.

AWARD

I make the following Award on the matters before me. Written reasons for the disposition of the items before me will be forwarded as soon as possible.

So Ordered this 3rd day of June, 1987.

Norman Fetterly, Sole Arbitrator and Chairman

Salary and Allowances

1. There will be a 2.9% increase across the salary grid contained in Article 1.1 of the existing Agreement between the Teachers and Trustees.
2. There will be a .1% increase in the substitute rates contained in Article 9 of the existing agreement between the Teachers and the Trustees.
3. Article 1.3a(ii) of the existing Agreement shall be deleted and replaced by the following:

"(ii) Teachers from schools under governmental inspection from outside the Commonwealth or the USA will be given credit for from 50% to 100% of their teaching experience. In accordance with the Superintendent's evaluation of such experience relative to the experience referred to in Article 1.3a(i) at the time of hiring."

4. Article 3. of the current Agreement between the Teachers and the Trustees shall be amended by deleting the following clause:

"ELEMENTARY/SECONDARY

To be paid on total enrollment one category below the appropriate allowance for a secondary school."

And replacing the same with the following:

"ELEMENTARY/SECONDARY

To be paid on total enrollment the appropriate allowance for a secondary school."



B.C. Teachers' Federation

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

2235 Burrard Street, Vancouver, BC, V6J 3H9

MEMO TO: Holders of 1987/88 Agreements Binders
FROM : Bargaining Division
DATE: August 19, 1988
SUBJECT: Changes and Additions

Enclosed are collective agreements for 1987-88 that we received after the Agreements Binder was published in February. We have also included some contracts which have been changed or corrected since February.

Please add the attached contracts to your binder **as** follows:

SD 9 Castlegar (Changes have been made.)
SD 12 Grand Forks
SD 13 Kettle Valley
SD 32 Hope
SD 34 Abbotsford (Changes have been made.)
SD 35 Langley
SD 36 Surrey
SD 41 Burnaby
SD 46 Sunshine Coast (Please replace pages 13-30 with the attached.)
SD 55 Burns Lake
SD 84 Vancouver Island West
SD 85 Vancouver Island North (Please replace from page 19 to the end with the attached.)
SD 92 Nisgaha

BD88-0206

/jr
utfe

FEB 21 1989

