

AGREEMENT

BETWEEN

THE BOARD OF SCHOOL TRUSTEES, SCHOOL DISTRICT NO. 32 (HOPE)

AND

THE HOPE TEACHERS' ASSOCIATION

EFFECTIVE JULY 1, 1986

SD 32 (Hope)

1

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INDEX

A. SALARY AGREEMENT

- Article 1--Basic Salary Scale
- Article 2--Special Salary Allowance
- Article 3--Bonuses
- Article 4--Employee Benefits
- Article 5--General

B. CONTINUATION OF BOARD POLICIES ATTACHED TO THE CONTRACT

Policies agreed to by the Board and the Association shall be attached to the contract and shall continue for the 1986-87 school year with the full force of contract unless amended by agreement of both parties.

The policies agreed to are:

- By-Law 24 - Budget Procedures
- policy 5020 - Supervisory Visits
- 5030 - Professional Development
- 6045 - Health Services
- 6064 - Substitute Teachers (new)
- 6076 - Grievance Procedure
- 6155 - Sick Leave
- 6161 - Leaves of Absence with Pay & Regulations
- 6165 - Long Term Leave Without Pay
- 6190 - Short Term Leave Without Pay
- 6200 - Maternity Leave
- 6235 - Employees - Service with Professional Organization
- 6240 - Release Time for H.T.A. President
- 6250 - Sick Leave Portability
- 6255 - Picket Lines
- 6260 - Vandalism of Property
- 6275 - Noon Hour Supervision
- 6285 - Natural Justice
- 6300 - Teaching Security
- 6305 - Sexism, Racism and Sexual Harassment
- 6306 - Non-Discrimination
- 6320 - Substitute for H.T.A. Negotiations Committee
- 6325 - Post Restraint Negotiations
- 6330 - Safety Committee
- 6335 - Extra-Curricular Activities
- 6345 - Vacant Positions
- 6346 - Transfer and Assignment
- 6347 - Temporary Appointments
- 6348 - Part-time Teaching
- DSLP (Ancillary Agreement)
- DSRP (Ancillary Agreement)

766001

NO. OF EMPLOYEES	TERM.	EFF.	SOURCE
100	87	07 01	BC TRADE
	87	06 30	

SALARY AGREEMENT

BETWEEN

THE HOPE TEACHERS' ASSOCIATION

AND

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 32 (HOPE)

EFFECTIVE JULY 1, 1986

This AGREEMENT covering the salaries and bonuses of teachers is made pursuant to The School Act of the Province of British Columbia, to take effect July 1st, A.D. 1986.

BETWEEN: The Board of School Trustees of School District No. 32 (Hope) hereinafter referred to as the "Board",

PARTY OF THE FIRST PART

AND: The Members of the Hope Teachers' Association, hereinafter referred to as the "Association",

PARTY OF THE SECOND PART

WITNESSETH that the Parties agree each with each other that:

ARTICLE 1 - BASIC SALARY SCALE

EXPERIENCE	EB/2	EA/3	PC/4	PB/5	PA(M)*/6
0	18,897	20,923	22,998	24,933	27,545
1	19,770	21,872	24,232	26,346	29,078
2	20,643	22,821	25,466	27,759	30,611
3	21,516	23,770	26,700	29,172	32,144
4	22,389	24,719	27,934	30,585	33,677
5	23,262	25,668	29,168	31,998	35,210
6	24,135	26,617	30,402	33,411	36,743
7	25,008	27,566	31,636	34,824	38,276
8	25,881	28,515	32,870	36,237	39,809
9	26,754	29,464	34,104	37,650	41,342
10	27,627	30,413	35,338	39,063	42,875
11				40,476	44,408
Increments	873	949	1,234	1,413	1,533

- (a) Teachers on PA/6 not holding a Masters Degree shall receive \$250.00 per year less than the appropriate amount in PA(M)/6 above.
- (b) Teachers with PB certificates plus 15 approved credits will receive a bonus of \$500.00 per annum.

2. Placement on Schedule

- (a) Qualifications--Except as otherwise provided, placement on the salary schedule shall be in accordance with the certificate awarded by the Ministry of Education and as further categorized by the Teacher Qualification Service.
- (b) Experience—Upon appointment to this District, teachers shall, following submission to the Board of supportive documentation, receive Full credit for previous teaching experience in Canadian Government supported and government inspected schools and in publicly funded schools in the Commonwealth and the U.S.A, subject to the provisos in Section 3 below.
- (c) Beginning Teachers--A teacher with no experience will be placed at Step 1 of the appropriate scale for two (2) years.
- (d) Substitute Teachers--Substitute certified teachers will be placed at the minimum of their salary category for the first ten (10) days of substitution in the District in each school year and thereafter at the appropriate category and experience level. Teachers already in the employ of the Board who also substitute shall be placed at their appropriate category and experience level on their first day of substitution. Payment will be made at one two-hundredth (1/200th) of the appropriate annual schedule.

3. Increments

- (a) Anniversary Date--Providing that a teacher has demonstrated satisfactory professional growth and has not reached the maximum salary according to his certification and experience, an increment shall be awarded on the completion of a further year of experience
- (b) Years of Experience

Ten (10) months of full time teaching or its equivalent as provided in sub-section (c) following, shall constitute a year of experience for increment purposes.
- (c) Part-time Service--Part-time service shall count as teaching experience in proportion to the percentage of time employed. When the accumulated time is equal to ten (10) months full-time service, the increment provision of sub-section (a) above will apply.

Part-time service, equated to full time, may be added to periods of full-time employment of less than ten (10) months duration for accumulation towards years of experience.

- (d) Substitute Teaching--Periods of full-time substitute teaching with the Board will accumulate for teaching experience, with twenty (20) days of substitute teaching equalling *one* (1) month experience. Substitute teaching in other districts shall not count as service.
- (e) Withdrawal of Increments--The Board may withdraw one (1) increment if the teacher is at maximum, when the report of the Superintendent of Schools, and where applicable, the Principal concerned, indicate unsatisfactory performance.
- (f) Notice of Withdrawal or withholding--In any case where an increment is to be withheld pursuant to sub-section (a) or withdrawn pursuant to sub-section (e), the Board shall give the teacher concerned written notification at least three months in advance of the relevant anniversary date.
- (g) Rescindment of Withdrawal or Withholding--Any teacher whose increment has been withheld or withdrawn shall be returned to scheduled placement as of the anniversary date in the year in which a satisfactory report is given by the superintendent of Schools.

4. Reclassification

Reclassification of a teacher in consequence of additional training, and salary increase resulting from such reclassification will be as follows: When a teacher completes satisfactory training programs on or before August 31 in any year and presents documentary evidence from the Registrar of the Ministry of Education or the Teachers' Qualification Board before December 31st, that he/she has changed his/her certification, then any change in salary will be effective September 1st of that year. Furthermore, when a teacher completes satisfactory training programs on or before December 31st in any year and presents documentary evidence from the Registrar of the Ministry of Education or the Teachers' Qualification Board before April 1st, that he/she changed his/her certification then any change in salary will be effective January 1st.

The salary of a part-time teacher will be adjusted on a pro-rata basis to reflect the percentage difference between the part-time teacher's actual instructional time and that of the typical full-time teacher in the same school.

5. Salary Protection

Except as provided in Section 3 of this Article, no teacher presently on staff shall incur a reduction in basic salary because of the implementation of this Agreement.

6. Salary Advance

A mid-month advance of one thousand (\$1,000.00) will be paid to all full-time teachers and a proportionate advance to part-time teachers.

ARTICLE 2--SPECIAL SALARY ALLOWANCE

1. Principal's Allowance

Remuneration for Principals in respect of their administrative and supervisory duties shall be as follows:

(a) <u>Administration</u>	5/PB	6/PA(M)
Elementary Schools 1-3 rooms	1461	1603
4 rooms and over	2192	2404
Secondary Schools & Combinations	3142	3447
Supervising Principals Of Satellite School	365	402
- with maximum allowance		
for two or more satellite schools	549	601
(b) <u>Supervision</u> (Exclusive of Principals)		
Amount per teacher up to 6 teachers	731	801
Amount per teacher for 7-19 teachers	365	402
Amount per teacher for all over 19 teachers	183	201

Head Teachers--\$1461 (Administration only, no allowance being paid for supervision of staff.)

- 2. Vice-Principals--shall receive one-half (1/2) of the Principal's allowance, based on the Vice-Principal's own salary category.
- 3. Principals during their first year of holding such office, shall receive in addition to their basic salary, ninety-five percent (95%) of the total administrative and supervisory allowances called for by this Agreement, one hundred percent (100%) in the second year, and one hundred and five percent (105%) in the third and ensuing years.
- 4. Teachers-in-Charge at North Bend and Yale Schools

The Board shall pay an allowance of ten dollars (\$10.00) for each day of the Principal's absence,

5. District Co-ordinator of Special Education shall receive an allowance of \$2588 per annum.
6. Administrative Assistants shall receive thirty-five percent (35%) of the Principal's allowance, based on the Administrative Assistant's own salary category.

ARTICLE 3--BONUSES

1. Professional Improvement Bonus

The Board shall pay a bonus of one hundred dollars (\$100.00) per unit of credit, up to a maximum of nine (9) units per year obtained by a teacher attending summer school sessions or winter courses and fifty dollars (\$50.00) per unit of credit for courses obtained through correspondence: and further provided that:

- (a) The courses taken shall be approved by the Superintendent of Schools prior to commencement; and
- (b) The teacher has taught on a continuing or temporary contract in the District during the preceding calendar year and returns to the employment of the District at the beginning of the next school term after obtaining such units of credit?
- (c) The bonus shall be paid for equivalent non-credit as well as credit courses.

ARTICLE 4--EMPLOYEE BENEFITS

1. Medical Services--effective 1986-01-01

The Board agrees to pay seventy-five percent (75%) of the Medical Services Plan of British Columbia premium for teachers and such dependents as are approved in the Medical Services Plan of British Columbia constitution,

2. Group Life Insurance--effective 1986-01-01

- (a) Provision of a mutually approved group life insurance plan is to be maintained.
- (b) Participation in the Plan is:
 - (i) voluntary for teachers who have been continuously on staff since January 1, 1970, and
 - (ii) compulsory for teachers appointed to the staff after January 1, 1970.

- (c) The Board will pay seventy-five percent (75%) of the premiums and the teacher twenty-five percent (25%). .

3. Dental Plan--effective 1986-01-01

- (a) Provision of a mutually approved dental plan offering 100% Plan A, 80% Plan B and 50% Plan C is to be maintained.
- (b) Participation in the plan is:
- (i) voluntary for eligible teachers who have been continuously on staff since January 1, 1978, and
 - (ii) compulsory for eligible teachers appointed to the staff after January 1, 1978.
- (c) The Board will pay seventy-five percent (75%) of the premiums and the teacher twenty-five percent (25%).

4. Extended Health Benefits--effective 1986-01-01

- (a) Provision of a mutually approved extended health benefit plan, to include vision care and hospital co-insurance, is to be maintained.
- (b) Participation is compulsory.
- (c) The Board will pay seventy-five percent (75%) of the premiums and the teacher twenty-five percent (25%).

5. Continuation of Benefits

- (a) When a teacher has exhausted his/her paid sick leave, the Board will continue coverage for the first three full calendar months of the unpaid sick leave, in the following employee benefit plans:
- Dental
 - Extended Health
 - Medical
 - Group Life Insurance
- (b) When a teacher with dependents dies in service, the foregoing provision will apply except for Group Life Insurance.

ARTICLE 5--GENERAL

Distribution Of Agreement and Board Policy Book

Each School shall have a copy of the Policy Book available for all staff. Each teacher shall receive a copy of this agreement and addendums.

Other Benefit Plans

The Board will administer the optional Term Life Insurance and Long-Term Disability plans and deduct the cost of coverage from the salaries of participating employees.

New Positions

In the event of new positions of responsibility being created the salaries will be negotiated prior to advertising.

Association Fees--Certified Substitute Teachers

The Board will deduct from the salaries of all certified substitute teachers such fees as are established by the H.T.A. and B.C.T.F.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed this day of A.D., 1986, by affixing thereunto the signatures of their lawfully authorized officers:

Signed for the Board of School
Trustees School District No. 32
(Hope)

Signed for the Hope Teachers' Association
School District No. 32 (Hope)

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

Chairman

President

Secretary-Treasurer

Chairperson, Negotiating Committee

By-law No	24
Date	83-01-01
Revised	85-10-22

BY-LAW

BUDGET PROCEDURES

- July/August 1. During the summer closure, a first-run budget is to be prepared, based on expenditures to date, known trends, estimates and guesses. This first budget for all its faults, should be as accurate as possible without intentional padding.
- September 2. The first-run budget will be presented to the Board, together with an estimated mill-rate, at an In-Camera meeting for Board comment and direction to staff.
- Sept/Oct. 3. School principals are to jointly prepare a proposal for teaching supplies and for field and sports trips. The proposal will be reviewed by the Superintendent and Secretary-Treasurer and referred back to the School principals for refinement if necessary.
- Early Oct. 4. School principals are to prepare lists. marked priority A (needed) and B (desirable):
 - a) of planned maintenance projects, with estimated costs (Function 5)
 - b) of new, non-shareable equipment (Function 8)
- Wid Oct. 5. The maintenance supervisor will review the Function 5 on site with each school principal.
- Mid Oct. 6. The Superintendent and Secretary-Treasurer will review each school principal's list of equipment.
- Late Oct. 7. The Superintendent, Secretary-Treasurer and maintenance supervisor will meet with the school principals to review supplies, maintenance. non-shareable equipment proposals to determine priorities and to finalize these sections (at staff level).
- Early Nov. 8. A second-run, provisional budget is to be prepared based on expenditures to date and up-to-date information. This budget will be supported in detail and presented to the Board for comment and direction. The approved second-run budget will be distributed to the school principals, for discussion with, and input from teaching staffs.

- Late Jan. 9. The final budget will be prepared based on the provisional budget, adjusted in light of actual (unaudited) expenditures for the previous year and other most recent information regarding salaries, inflation, etc.
- Late Jan. 10. The final budget will be reviewed and amended as necessary by the Board at a special In-Camera meeting.
- Late Jan. 11. The final budget as amended will be discussed with the school principals and their comments obtained.
- Early Feb. 12. The budget in its final form will be presented to the Board in open meeting for adoption.

H.T.A. to send representative at points 7, 8, and 11.

Policy no	5020
Date	81-11-24

SUPERVISORY VISITS

(Subject to Regulation 96 of the School Act)

All supervisory visits will follow the format outlined below:

(a) For principals

According to the format agreed to by the Superintendent and the principals.

(b) For all other teachers

1. A minimum of three extended visitations by the authorized supervisor to the classroom.
2. Pre and post visitation conferences between authorized supervisor and teacher.
3. A discussion between the authorized supervisor and the teacher regarding the draft and final reports.
4. The teacher may append to the final report a dissenting comment if he/she deems it necessary.

Policy No	5030
	82-01-12
Revised	82-11-15
	84-01-03
	85-01-08

PROFESSIONAL DEVELOPMENT

- 1) Each calendar year, the Board will make available a "bank" of substitute days, on the basis of one day for each F.T.E. teacher on staff as at Sept. 1st of the previous year, to enable teachers to attend professional development activities.
- 2) In addition to the foregoing the Board will make provisions in the budget for \$15,000 to be used for reimbursement of expenses as follows:
 - (a) The Board will transfer up to \$15,000, into the joint Board/H.T.A. Professional Development Fund bank account as and when required on the basis of \$1,000 for every \$150 contributed by the E.T.A.
 - (b) Any excess funds contributed by the E.T.A. will be returned to the Association by January 15th.
 - (c) January 15th will be the cut-off date for the previous year's claims. Any claims reaching the Secretary-Treasurer after that date will be regarded as expenses for the new year.
- 3) The School Board Secretary-Treasurer will maintain the financial records and will be the co-signer of cheques along with the Hope Teachers' Association Professional Development Officer.
- 4) When claim forms are being sent to the Secretary-Treasurer for reimbursement such forms are to be routed via the Superintendent of Schools.
- 5) The Superintendent will meet with the H.T.A. Pro.D. Officer in Way and October to review the guidelines.
- 6) Where resource persons are brought into the District and paid on a shareable formula of 2/3 by the B.C.T.F. and 1/3 by the H.T.A. to a local maximum of \$75.00, the Superintendent may authorize any excess costs.

PROFESSIONAL DEVELOPMENT ACTIVITY GUIDELINES

1. Applications for leave to attend Pro. D. activities are to be submitted for approval to the principal (as the Superintendent's delegate) and staff representative, ten days prior to the conference or the last day of registration whichever is first. The applicant shall advise the superintendent prior to attending a Pro.D. activity.

2. No more than TWO teachers from any one school shall attend the same conference.
3. A suitable substitute teacher MUST be available.
4. Requests to attend B.C.T.F., H.T.A., Ministry or BCSTA or B.C. University sponsored conferences or requests to attend other B.C. schools do NOT need the Superintendent's approval. Out-of-province or other sponsored conferences and those involving TWO (2) consecutive teaching days or more, DO NEED HIS APPROVAL.
5. A short report suitable for distribution to schools shall be forwarded to the Superintendent's office immediately after the conference. (see Financial Guidelines No. 5).
6. Any request not consistent with these guidelines shall be submitted to the Superintendent for approval.

PRO. D. FINANCIAL GUIDELINES

- 1) No maximum limit set on the number of conferences which can be reimbursed from the fund.
- 2) Maximum amount claimable for any conference is \$450.
- 3) Maximum amount claimable by any individual during a school year is \$450.
- 4) There is no particular allocation of funds or days on a school basis.
- 5) Expense claims will not be paid unless accompanied by the conference report.
- 6) The H.T.A. will establish procedures for processing applications for reimbursement of expenditures and will determine from time to time rates for meals, travel, accommodation and registration.

Policy No	6045
Date	81-01-07
Revised	83-01-01

HEALTH SERVICES

All new employees are required to undergo tuberculin testing within one month of appointment. Subsequent testing shall be as recommended by the School Medical Health Officer.

Employees objecting to the requirements set out in this policy, may have their objections reviewed by obtaining a letter from their personal

physician stating that a specific test or immunization procedure would be detrimental to their health or well-being.

(attachment)

UPPER FRASER VALLEY HEALTH DISTRICT

Chilliwack, B.C. 795-5706	Abbotsford, B.C. 859-5215	Hope, B.C. 869-5661	Agassiz, B.C. 769-2191
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SCREENING RECOMMENDATIONS FOR TUBERCULOSIS IN SCHOOL EMPLOYEES

1. Screening of employees is primarily for the protection of the children and, therefore, should be mandatory for all employees regularly employed or assisting on a voluntary basis in the school environment.
2. Screening Requirements:
 - (a) A standard tuberculin test **ON** entry to employment and prior to commencing work with a particular school board, unless there is documentation of testing within the past year. Negative tuberculin reactors need no further testing unless they have symptoms requiring medical investigation or are in contact with an active case of tuberculosis.
 - (b) Positive tuberculin reactors require a chest x-ray, and will have recommendations made on an individual basis regarding further follow-up and management, as recommended by the Division of T.B. Control.
3. School districts should assemble a statistical report of teachers, tuberculin test results and follow-up.
4. The above recommendations are for a minimum level of screening.
5. Further information and education materials for employees may be obtained from the local health district Office or the Division of T.B. Control.

W.O'H. McInnes,
Medical Health Officer

Policy NO	6064
Date	82-11-15
Revised	85-03-31

SUBSTITUTE TEACHERS

- 1) A list of certificated teachers who have agreed to act as substitute teachers and who are members of the Hope Teachers' Association will be maintained and a copy forwarded to the Hope Teachers' Association in September and January each year.
- 2) Whenever any teacher is absent and a substitute is required, a substitute will be provided, if available.
- 3) Notwithstanding Clause 2 above, in abnormal circumstances the Board may decide not to provide a substitute for every day of a teacher's absence but such a decision will not be made, without prior discussion with the Hope Teachers' Association.
- 4) Where a teacher requests, for educational reasons, that a particular certificated substitute act as his/her Substitute, such person will be appointed. Should no certificated substitute be available, a teacher may request a non-certificated substitute, if available.
- 5) Subject to Clause 4 above, every attempt will be made to provide equal employment opportunities to those on the Substitute List, on the understanding that those who live within the boundaries of School District #32 (Hope) shall be given priority.
- 6) Substitute teachers must re-apply for inclusion on the list at the start of each school year. Names will not be deleted except for proper cause.

Policy No	6076
Date	82-11-15
Revised	84-01-03
	84-11-06

GRIEVANCE PROCEDURE

TEACHERS' SALARY AGREEMENT AND POLICIES ATTACHED THERETO

Any difference arising between the Board and Hope Teachers' Association as to the interpretation, application, operation or alleged violation of the salary agreement and/or the policies attached thereto, including the question as to whether a matter is arbitrable shall be finally and conclusively resolved in the following manner:

Stage 1:

The H.T.A. representative shall first discuss the matter with the Principal, where appropriate, within five (5) teaching days of the grievance first arising. If the matter is not resolved within five (5) working days then;

Stage 2:

The matter shall be submitted in writing to and discussed with the Superintendent or in his absence the Secretary-Treasurer. Should the matter not be resolved at this stage within five (5) teaching days, then:

Stage 3:

The matter shall be discussed within five (5) teaching days by a grievance committee consisting of three (3) representatives of the Board and three (3) representatives of the Association. Should the matter not be resolved within ten (10) teaching days, then:

Stage 4:

The matter may be referred by either party to an arbitrator chosen by mutual agreement between the Board and the Association. In the event the Board and Association cannot agree on the Arbitrator, the selection shall be referred to the Minister of Labour. The decision of the arbitrator shall be final and binding.

Policy No	6155
Date	81-05-12
Revised	83-01-01

SICK LEAVE

1. Each September all permanent full-time teachers will be credited with 15 days sick leave. Permanent part-time teachers will receive proportionate credit. Should a teacher use sick leave granted under this policy and subsequently terminate his/her employment for any reason whatsoever prior to June 30th of the same school year, any unearned sick leave payment will be recovered.
2. A teacher who is unable to report for duty because of illness or injury is to notify his/her principal and the permanent substitute as soon as possible.
3. A statement of accumulated sick leave will be issued to each teacher along with the September salary cheques.
4. Where a teacher is absent on sick leave and is in receipt of Workers' Compensation Board benefits, the School Board will receive such benefit, and make up the teacher's salary to the normal gross amount,

always provided that the teacher has sick leave to his/her credit. The sick leave credit will be reduced by the difference between the gross salary and the benefits received, converted from dollars to days. When the sick leave credit is exhausted the teachers will receive the benefit only.

The amount of Workers' Compensation Board benefit received by the School Board will *not* be reported as income for Income Tax purposes.

Policy No	6161
Date	82-11-15
Revised	83-09-15

LEAVES OF ABSENCE WITH PAY--TEACHING STAFF

Subject to regulations teachers are entitled to leave with pay as follows:

1. BEREAVEMENT LEAVE of up to three (3) days in the event of the death of a parent, parent-in-law, grandparent, grandparent-in-law, grandchild, spouse, ward, sibling or common-law spouse, to attend the funeral and/or attend to the affairs of the deceased. In special circumstances (e.g. unusual length of travel time) the Superintendent is authorized to grant up to two (2) additional days.
2. FUNERAL LEAVE of up to one (1) day to permit a teacher to be a pall-bearer at the funeral of a relative other than immediate family or of a close friend.
3. COMPASSIONATE LEAVE of up to three (3) days in the event of a serious illness or other traumatic occurrence affecting the immediate family (e.g. father, mother, husband, wife, child, legal guardian and common-law spouse).
4. PATERNITY LEAVE of up to three (3) days to a teacher who is about to become a father, so that he may attend the birth of his child and/or be at home on the return of the mother and child from confinement.
5. ADOPTIVE LEAVE of up to three (3) days for a teacher who adopts a child to be taken in connection with the adoption procedures.
6. SUPPLEMENTAL UNEMPLOYMENT BENEFITS: MATERNITY
A teacher who takes maternity leave and is eligible for Unemployment Insurance Maternity Benefits, shall receive 30% of her regular pay for the first ten days of such leave.
7. DISCRETIONARY LEAVE of up to two (2) days per school year for personal reasons, provided the activity necessitates the use of regular school hours and that, normally, it is not taken in conjunction with the Christmas or Easter Break or summer holidays.

8. VOLUNTARY COMMUNITY SERVICE

Staff members are encouraged to participate in voluntary community service. Where such a volunteer is called to provide service in an emergency and is unable to report for duty at school, up to two (2) days leave with pay is available.

R E G U L A T I O N S (Policy #6161)

1. All requests for leave of absence with pay are to be made in writing to the school principal for recommendation and onward transmission to the Superintendent of Schools. District staff are to present the written request direct to the Superintendent.
2. Normally written requests are to be submitted before commencement of the leave, but where this is not practicable because of emergent circumstances, the written request is to be forwarded immediately on return to duty.
3. The leave will be granted if the Superintendent decides that the request is consistent with the categories of leave in Policy #6161.
4. If a request for leave of absence is denied, it will be subject to grievance procedure. The finding under the grievance procedure will be based on the merit of the request.
5. If paid leave of absence is denied, the teacher shall have the right to take unpaid leave pending the appeal of the Superintendent's decision under the grievance procedure.

Policy No	81-05-11
Revised	82-11-15
	85-10-22

(LONG TERM) LEAVE OF ABSENCE WITHOUT PAY - TEACHING STAFF

1. Leave of absence without pay in excess of five (5) days may be granted by the Board.
2. Requests for leave of absence for a full school year must be submitted to reach the Superintendent no later than April 15th of the preceding school year. If the leave is granted, the teacher must agree, in writing, to indicate his/her intention to return to duty by April 30th of the school year of the leave of absence. Should the teacher fail to notify the Superintendent of Schools in writing by April 30th of his/her intention to return, it will be presumed that he/she has resigned.

3. No more than five (5) per cent of the teaching staff will be granted leave for a full school year at one time.
4. Teachers having the greater seniority in the school district will be given preference *for* leave of absence under this policy.
5. A written application *is* to be submitted to the school principal for recommendation and onward transmission to the Superintendent well in advance so as to permit appropriate arrangements for a substitute or replacement teacher.
6. A teacher applying for a full school year's absence will normally only be considered if he/she will have completed two (2) years service with the district before the commencement of the leave.
7. This policy *is* designed to *cover* requests not related to the *DSL*.

Policy No	6190
Date	81-05-12
Revised	82-11-15

(SHORT TERM) LEAVE OF ABSENCE WITHOUT PAY - TEACHING STAFF

1. Up to five (5) days per school year is available subject to a deduction of 1/200th of the teacher's annual salary for each day of absence.
2. Written applications are to be submitted to the school principal for recommendation and onward transmission to the Superintendent of Schools.

Policy No	81-05-12
Revised	82-11-15

MATERNITY LEAVE - TEACHING STAFF

1. The statutory maternity leave provisions of the Employment Standards Act are regarded as a minimum and are to be approved by the Superintendent of Schools without reference to the Board.
2. Extended maternity leave without pay of up to twenty-four months is available provided that Such leave will end at the beginning of the school year (i.e. Sept. 1). Any other termination date will be at the Board's discretion. The teacher must confirm in writing to the superintendent of Schools prior to April 30th that she intends to return to duty on the following September 1st. Failure to confirm by April 30th, in writing, will result in the teacher forfeiting her right to re-employment under this policy.

3. On the expiration of her maternity leave, the teacher will be placed in an appropriate position in the district but not necessarily her former position.
4. (a) The Board will continue to make payment to all benefit plans for the statutory period of absence as if the employee were not absent where:
 - (i) The Board pays the total cost of the plan, and
 - (ii) The employee elects to continue her share of the cost of a plan jointly paid.
- (b) Where leave of absence without pay is granted beyond the statutory period, benefit plans may be maintained provided that the employee pays the total premiums.
- (c) The necessary arrangements should be made with the **Secretary-Treasurer** ahead of time.
5. In case of an incomplete pregnancy or some other special circumstances the Board may authorize
 - (a) an early return to duty, or
 - (b) an extension of leave up to a maximum of twenty-four (24) months; subject to receipt of a written request from the teacher and production of a "fit" medical certificate if required by the Board. In case of early return to duty, the teacher will be given the first suitable vacancy.
6. Teachers are expected to give adequate written notice prior to commencement, extension or termination of maternity leave.
7. On return to duty, increment credit will be granted for the statutory period of absence.

Policy No	6235
Date	81-11-24

EMPLOYEES - SERVICE WITH PROFESSIONAL ORGANIZATION

The Board recognizes the right, without exception, of staff members to seek election and to serve their organization.

REGULATIONS

During leaves of absence granted under this policy, an employee shall be relieved of all the duties and responsibilities required by his/her position and he/she may be replaced during his/her absence by another acting or temporary employee.

Full-time office

On taking office, an employee of the Board shall be granted leave. Arrangements shall be made with the appropriate organization with respect to salary and other benefits.

On termination of office, the employee shall receive priority of placement in his/her area of expertise but not necessarily his/her former position.

Part-time Service

It is presumed that part-time service will not interfere greatly with the usual performance of an employee's duties and responsibilities as an employee of the Board but it is expected that some reasonable accommodations must be made by both the Board and the employee concerned, during times that compel them to devote their capacities to their service. Arrangements for salary reimbursement shall be made in accordance with legislation or contract or other arrangement with the union or professional Organization.

Policy No	6240
Date	81-11-24

RELEASE TIME FOR H.T.A. PRESIDENT

The President of the Hope Teachers' Association is granted up to two (2) days per month, free from his/her teaching duties, in order to attend to Association business within the District. The cost of the substitute will be borne by the Hope Teachers' Association.

(Reference to Board resolution 1980-11-10)

policy No	6250
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SICK LEAVE PORTABILITY

Effective, January 1, 1983, the Board will enter into a reciprocal agreement with any other school district to provide portability of sick leave effective the date of signing the agreement, subject to a limit of 100 days,

Policy No	6255
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PICKET LINES

No punitive action, other than the loss of salary, will be taken against a teacher who refuses to cross a legally established picket line.

Policy No	6260
Date	82-01-12
Revised	83-01-01

VANDALISM OF PROPERTY OF TRUSTEE OR EMPLOYEE

When a trustee's or an employee's property has been damaged by vandalism, the Board will reimburse the trustee or employee in an amount equal to the deductible portion of his/her insurance or the cost of repairing the damage, whichever is less, subject to the following conditions:

1. The maximum payment by the Board will be \$250.00 in each instance.
2. The property was within the confines of School District #32 (Hope) OR accompanying the employee or trustee on any authorized activity.
3. The circumstances indicate that the vandalism was "school related".
4. Proof is provided that an insurance claim has been submitted and accepted.

Policy NO	6275
Date	82-01-12
Revised	83-01-01

NOON HOUR SUPERVISION

Noon hour supervision of pupils will be provided at North Bend and Yale Elementary schools, provided that the exemption from the four hour minimum required by the Labour Code continues.

The rate of pay will be as determined by the Board annually.

Policy No	6285
Date	82-04-15

NATURAL JUSTICE

Complaints received concerning the conduct of a teacher will be dealt with in the following manner:

1. The complainant will be referred to the teacher concerned for resolution of the complaint.
2. If resolution is not achieved in Step #1, the complainant will be referred to the principal (the teacher will be notified) and any action will be taken within 48 hours.

3. If resolution is not achieved in Step #2, the complainant will be referred to the Superintendent (the teacher will be notified) and action will take place within 48 hours.
4. If resolution is not achieved in Step #3, the complainant will be referred to the Committee of the whole Board, which will make a recommendation to the Board for final resolution (the teacher will be notified) and action will take place within 96 hours.

In each step of this process the teacher will be provided an opportunity to present his case and may be accompanied by a member of the Hope Teachers' Association or the British Columbia Teachers' Federation.

Policy No	82-11-15
Revised	83-12-15
	85-01-08

Teaching Security

1. Principle of Security

The longer a teacher is in the employment of the Board the greater his/her security of employment.

2. Definitions

(a) Seniority

- (1) Seniority is defined as the teacher's total length of service in the employment of the Board as a temporary or continuing teacher. Part-time teaching shall be counted as full time.
- (2) When two or more teachers are equal in seniority under paragraph (a), the following conditions will apply:
 - i) the teacher with the greatest total service, taking into consideration substitute teaching in School District No. 32 (Hope) will be senior, if still equal ...
 - ii) the teacher with the greatest continuing employment with the Board will be senior, if still equal then ...
 - iii) the teacher with the earliest appointment date to the district will be senior, if still equal then ...
 - iv) the teacher with the greatest length of service with another board.
- (3) For the purposes of this article, leaves of absence in excess

of one month shall not count toward aggregate length of service with the Board except:

- i) maternity leave
- ii) duties with BCTF or local Association
- iii) secondment to the Ministry of Education, a Faculty of Education or a recognized teacher exchange program.
- iv) sick leave

(b) Necessary Qualifications

- (1) Necessary qualifications is defined as the reasonable expectation that the teacher will be able to deliver the service of the position satisfactorily considering his/her certification, training and/or educational experience following a period of familiarization of forty (40) school days.
- (2) Should a teacher who is to be terminated at the end of a school year for lack of necessary qualifications be able to obtain the necessary qualifications by successfully completing a university summer session, or other appropriate training or experience, then such teacher shall be deemed to have the necessary qualifications, always subject to successful completion of the appropriate course.
- (3) The Superintendent of Schools shall decide, subject to this section, whether or not a teacher possesses the necessary qualifications for a particular position.

3. Qualifications Committee

- (a) Should a teacher or the Association challenge the Superintendent's decision as to whether a teacher does or does not have the necessary qualifications, the question shall be referred to the Qualifications Committee whose majority decision shall be final and binding and given within seven (7) calendar days.
- (b) The Qualifications Committee shall consist of two (2) members appointed by the Association and two members (not being trustees) appointed by the Board.
- (c) If the Qualifications Committee cannot reach a majority decision an appeal may be made by either party to a single arbitrator selected by the Qualifications Committee. If the Qualifications Committee cannot agree on an arbitrator, the Dean of Education, U.B.C., will be asked to appoint one. The arbitrator shall give his/her decision within seven (7) calendar days of his/her appointment. This decision shall be final and binding.
- (d) Policy No. 6076 - Grievance Procedure shall not apply to disputes arising out of this section.

4. Security of Employment

- (a) When, for educational or budgetary reasons, the Board determines that it is necessary to reduce the total number of teachers employed by the Board, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
- (b) The Board and the Association agree that the Board may use the powers conferred on it pursuant to Section 120(1) of the School Act to implement the provisions of paragraph 4(a), and agree that any reasonable transfer in good faith for such purpose shall not be subject to any other provision of this agreement or Board policies otherwise dealing with transfers.
- (c) Nothing in paragraph 4(a) or 4(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, sixty (60) days' notice in writing, such notice to be effective at the end of a school term, and to contain the reason for the termination, details of recall rights, availability of benefits and of severance pay.
- (e) Information on positions held by less senior teachers shall be available to teachers in receipt of termination notices and to the Association, through the Superintendent of Schools.

5. Seniority List

A seniority list will be sent to the Association and to each school on or before October 15 each year.

The list will set out the seniority position of all teaching staff, including those on leave of absence, as at September 1st of that year.

Information regarding up-dating of the list will be available to the Association on request.

6. Teachers' Right of Re-engagement/Recall

- (a) When a position on the teaching staff of the district becomes available, the Board shall, notwithstanding any other provision of this agreement except 6(d) below, first offer re-engagement to the teacher who held a continuing contract at the time of termination and who has the most seniority among those terminated pursuant to this agreement, provided that teacher possesses the necessary qualifications for the available position. If that teacher

declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been terminated pursuant to this article.

- (b) A teacher who is offered re-engagement pursuant to paragraph 6(a) shall inform the Board whether or not the offer is accepted within five (5) calendar days of the receipt of such offer.
- (c) The Board shall allow ten (10) days from an acceptance of an offer under paragraph 6(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 (30) days. Where the employer is a School Board, up to six (6) months will be allowed.
- (d) A teacher's right to re-engagement under this article is lost:
 - i) if the teacher elects to receive severance pay under Section 8 of this agreement; or
 - ii) if the teacher refuses to accept two positions equivalent to that held at the time of termination for which he/she possesses the necessary qualifications; or
 - iii) twenty-seven (27) 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 Superintendent of Schools informed of changes of name, address and phone number.
- (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 continuing appointment recall status. This permits the Board to employ teachers on the recall list in temporary or part-time assignments without jeopardizing the teacher's right to recall otherwise contained in this agreement.
- (g) A teacher re-engaged pursuant to this section shall be entitled to all sick leave credit accumulated at the date of termination.
- (h) The provisions of Section 2(b) and Section 3 shall apply to positions offered under this section.

7. Benefits

- (a) Where a teacher is laid off or terminated under this article, the Board will continue to maintain coverage, and pay its normal share of the premiums, for a period of three (3) calendar months beyond

the date of termination for the following benefit plans, provided that the employee makes appropriate arrangements with the Secretary-Treasurer to pay his/her share of the premiums:

B.C. Medical Plan
Extended Health Benefits
Dental Plan
Group Life Insurance Plan

- (b) A teacher who retains rights of re-engagement under Section 6 above and who is not otherwise employed shall be entitled, if otherwise eligible, to continue his or her participation for a further twenty-four (24) months in the benefit plans listed in 7(a) above by prepayment monthly of the full cost of the premiums. If a teacher falls in arrears his/her right to participation is forfeited.

8. Severance Pay

- (a) A teacher on continuing appointment who has one or more years of continuous employment with the Board and who is terminated, 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 during the twenty-seven (27) months following termination.
- (b) ,Severance pay shall be calculated at the rate of five (5) per cent of one year's salary for each full year of temporary or continuing service with the Board to a maximum of two (2) years salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of the teacher's termination.
- (c) A teacher who receives severance pay pursuant to this section and who, notwithstanding Section 6, 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 Section 8(b), the calculation of years of service shall commence with the date of such re-hiring.

Policy No	6305
Date	82-11-15

SEXISM, RACISM AND SEXUAL HARASSMENT

1. The Board does not condone and will not tolerate any expression of sexism or racism.
2. Any written allegation of sexism or racism within the school district will be investigated by the Superintendent. The results will be reported to the Board.

3. The Board will not tolerate sexual harassment against or by trustees, employees or pupils, and will take appropriate disciplinary action against any such person found to have so harassed another person in the school district. Appropriate disciplinary action will include reprimand, suspension, transfer or dismissal.
4. on receipt of a written complaint alleging sexual harassment, the Superintendent (providing he/she is not involved in the alleged harassment) shall ensure that the accused receives a copy of the complaint.
 - (a) Then, he/she will meet with the accuser and the accused separately to try to effect a resolution.
 - (b) If there is no resolution, he/she will convene a meeting of the accuser and the accused, each of whom has the right
 - (i) to be attended by a person of his/her choice
 - (ii) to call witnesses
 - (iii) to cross examineThe purpose of this meeting is to try to effect a resolution.
 - (c) If there is no resolution, the Superintendent will make a recommendation to the Board which will make a decision as to the disposition of the case.
 - (d) If either the accuser or the accused is not satisfied with the Board's decision, he/she may refer the matter to Step 4 of the Grievance Procedure.

Definition of Sexual Harassment

Sexual harassment is any repeated and unwelcome sexual comment, suggestion or physical contact that creates an uncomfortable working or learning environment for the recipient. Sexual harassment may be a sexual advance made by a person in authority that includes or implies a threat or a reprisal made after a sexual advance is rejected.

NON-DISCRIMINATION

Neither the Board, nor any person acting de facto on behalf of the Board, shall terminate, suspend, transfer, or discipline a teacher, or refuse to employ or continue to employ a teacher, or discriminate against a teacher in regard to employment because that teacher:

- a. is or proposes to become a member, or officer at any level, of the British Columbia Teachers' Federation or the Association;
- b. participates in any lawful activity of the Federation or the Association, or;
- c. exercises any right under this agreement or under any statute of the province.

Neither the Board, nor any person acting de facto on behalf of the Board shall seek by intimidation, by threat of dismissal, or any other kind of threat, or promise, or by imposition of a penalty, to compel or to induce a teacher to refrain from:

- i. becoming or remaining a member, or officer at any level, of the British Columbia Teachers' Federation or the Association; or
- ii. participating in any lawful activity of the Federation or the Association; or
- iii. exercising any right under this agreement or under any statute of the province.

There will be no discrimination against any applicant for a position covered by this agreement or against any employee on the basis of age, sex, color, creed, religious or political affiliation, national origin, marital status, or whether she/he has children, in particular that there be no such discrimination in terms of hiring, promotion, salary, discipline or dismissal.

Policy No	6320
Date	83-11-08
Revised	

SUBSTITUTE FOR H.T.A. NEGOTIATIONS COMMITTEE

The Board will pay for up to five (5) days substitutes whenever negotiations require the loss of time by members of the Association Bargaining Committee.

Policy No	6325
Date	83-11-08
Revised	

POST RESTRAINT NEGOTIATIONS

The Board agrees to negotiate the items of elementary preparation time, geographical allowances, and noon hour supervision at the conclusion of the restraint programme.

	83-11-08
Revised	85-10-22

SAFETY COMMITTEE

The Hope Teachers' Association may appoint a member to sit on the District Safety Committee,

In the event that Hope Teachers' Association is not able to participate in a scheduled inspection, the committee will proceed without him/her.

A schedule of inspection dates will be determined by the committee in September.

Policy No	6335
Date	83-11-08

EXTRA-CURRICULAR ACTIVITIES

The Board recognizes that teacher involvement in extra-curricular activities such as directing and coaching are performed on a voluntary basis.

Policy No	6345
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VACANT POSITIONS

1. A vacancy is a newly created or existing continuing or temporary teaching position to which a teacher is not assigned. For each school year the Board will determine a) the number of teaching positions in each school and b) the number of teaching positions in the district.
2. Transfer Qualifications is defined as the possession of a valid B.C. Teaching Certificate and satisfactory teaching experience in a similar teaching position and training related to any teaching area which comprises 35% or more of the assignment of the vacant position. Training for the position may be acquired through successful completion of university summer session courses or other appropriate training or

experience prior to the commencement of the duties of the vacant position,

3. All vacancies, including job descriptions as determined by the Superintendent of Schools, shall be advertised in all schools and centres of the school district within one week of their being determined vacant by the Board, pursuant to Section 1.
4. The board shall fill vacancies in the following priority:
 - a) the teacher returning from a leave or absence from the vacant position,
 - b) a continuing teacher requesting transfer or assignment, provided that the teacher has transfer qualifications relative to the vacant position: in order of seniority,
 - c) a continuing teacher transferred on the initiative of the board, subject to the transfer clause.
5. If the vacant position is not filled as a result of Section 4, then the following process will be followed:
 - a) All certificated In-district applicants, that is, (i) continuing teachers, (ii) temporary teachers, and (iii) substitute teachers who have a minimum of 100 days of teaching and/or substitute teaching in the Hope School District within the last five (5) years and who have a satisfactory statement of teaching service or a satisfactory report from a district administrator, shall be interviewed for the vacant position.
 - b) Outside applicants may also be interviewed.
 - c) Applicants shall be judged on the basis of certification, training, and teaching experience. Each of these criteria shall have equal weight.
 - d) If one applicant is clearly superior, based on these criteria, he/she shall be awarded the position. In the event of a tie, the most senior in-district applicant shall be appointed.
 - e) For the purposes of this Section, an integrated seniority list including substitutes, will be compiled. Seniority for substitutes shall be calculated on the basis of 20 days equalling one month of seniority,
 - f) Having completed 100 days of substitute-teaching or teaching in the Hope school District and 20 days of substitute-teaching or teaching in a district school or schools, within the last four (4) years, a substitute is entitled to request and receive an official statement of teaching service from the principal(s) in the school(s) where 20 or more days were accumulated. Such statements shall indicate

whether the service has been satisfactory or less than satisfactory and will be based on subsequent days taught in the school. The process to be followed in writing these statements shall be consistent with the Supervisory Visits policy.

6. A teacher with a continuing contract shall maintain his/her continuing status regardless of the position to which he/she is assigned.
7. Vacancies in positions of special responsibility, that is, superintendents, assistant-superintendents, directors, principals, vice-principals, consultants, supervisors, and head-teachers, shall be filled by competition. The Board agrees that the MTA may develop a profile for use by the Board as one of the criteria in the short-listing of candidates for positions of special responsibility.
8. Any continuing teacher who has received an appointment through Sections 4 a) or b) or Section 5 above, shall not be eligible to apply for any further vacant position for two school years, except with the consent of the Board.

With respect to vacant positions for the 1986-87 school year only, continuing teachers with fewer than two school years of service in their present schools have the consent of the Board to apply for transfer.

9. Transfers will be effective September 1 except by mutual consent of the parties. Should a vacancy occur during the year, it will be filled by a temporary appointment until the end of the school year, unless a continuing teacher is transferred. If the position has been filled by a temporary appointment and if the Board has determined pursuant to Sections 1 and 3 above that the position shall continue, it shall be advertised as a vacancy for September and filled pursuant to Sections 4 and 5 above.
10. In the event the Board is required to fill a position that becomes vacant in emergent circumstances, the Board may contact by telephone those teachers available on the substitute list and offer the position to the most senior teacher who fits the criteria of Section 5 a) (iii) and who also possesses the necessary qualifications for the position. This process shall only be used when no teachers on the recall list possess the necessary qualifications for the position.
11. Subject to Section 12, Qualifications Grievance, the Superintendent of Schools shall decide whether or not a teacher possesses the qualifications mentioned in Section 2, Section 5, and Section 10.
12. Any qualification grievance under this clause shall be settled through the Qualifications Committee described in Section 3 of the Teaching Security clause.

TRANSFER AND ASSIGNMENTI Transfers initiated by the teacher:

1. Teachers may apply for transfer to any vacant position posted pursuant to the Vacant Positions clause and may apply for transfer generally by request in writing to the Superintendent by March 31.
2. The filling of vacancies shall be pursuant to the Vacant Positions clause.
3. If the request for transfer is not effected, the teacher shall be notified in writing prior to June 30, and he/she shall be given reasons why the transfer was not effected.

II. Transfers initiated by the Board:

1. A transfer shall not be initiated as a disciplinary measure, except as provided in the Sexual Harassment clause.
2. No teacher shall be transferred from his/her geographical area without agreement of the teacher, unless no junior position remains in the teacher's geographical area for which he/she has the necessary qualifications. In the event that the Board initiates a transfer involving a change of geographical area and such transfer is agreed to or comes within the proviso, moving and relocation expenses up to \$500 as verified by receipts after three quotes from different moving companies, shall be paid by the Board to the teacher. The two geographical areas are: a) Boston Bar and North Bend and b) Yale, Hope and Silver Creek. One month's notice shall be given, unless the teacher agrees to a shorter period. A teacher may refuse a transfer and elect to be placed on the recall list under the Teaching Security clause.
3. A Board official intending to recommend transfer of a teacher shall meet with the teacher at least one month prior to the recommendation being placed before the Board for adoption. The nature of the transfer, and the reasons for it shall be communicated to the teacher. The teacher has the right to be accompanied by a member of the Association. The teacher shall have the opportunity to consider the matter and reply before the recommendation is placed before the Board.
4. At, or subsequent to, such meeting, and prior to final approval by the Board, the teacher shall have the opportunity to discuss with the Board official and mutually agree to any retraining requirements, in-service release time, or assisting teacher support which he/she believes necessary to adequately prepare for the proposed transfer.
5. The Board may transfer a teacher to an assignment involving a significantly different grade level or subject area, only if:

- a) there remain no vacancies in the teacher's existing grade level or subject area for which he/she has the necessary qualifications,
 - b) the teacher has the least district-wide seniority among teachers in his/her existing grade level or subject area, and
 - c) the retraining requirements agreed to in Section 4 are provided.
6. Transfers initiated by the School Board shall be completed not later than June 30 in a school year except when necessitated by emergent or other circumstances not reasonably known to the Board prior to that date.
 7. Any qualifications grievance under this clause shall be settled through the Qualifications Committee described in Section 3 of the Teaching Security clause.

Policy No	6347
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TEMPORARY APPOINTMENTS

1. The Board shall appoint no more teachers on temporary contracts than there are positions which are temporarily existing or temporarily vacant for the school year. Temporary teachers converted to continuing teachers shall be done on the basis of seniority. Such conversions shall be effective September 30.
2. The Board shall provide the Association no later than October 1 in a school year a list of teachers hired on temporary contract for the school year, and a list of positions the board considers temporarily existing or temporarily vacant for the school year.
3. A teacher on temporary contract shall be entitled to a further appointment pursuant to the Vacant Positions clause.

Policy No	6348
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PART TIME TEACHING

1. A teacher with a continuing full-time appointment to the district may, without prejudice to that appointment, request a part-time assignment, specifying the fraction of time requested and the length of time for which the part-time assignment is requested. A primary class will not be shared by more than two part-time teachers. The Board shall not refuse such a request, save that it is unable to assign an available teacher with the necessary qualifications to the Vacant Part-Time Position that would be created by meeting the request. A request for a teaching assignment for a part-year shall be considered under the Leave of Absence clause.

2. When the Board grants a request pursuant to clause 1, the teacher shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the part-time assignment is made, normally the end of a school year. The teacher may request a return to a full-time assignment at an earlier date with the consent of the Superintendent of Schools and the principal concerned.
3. A teacher with a part-time continuing or temporary appointment may request a full-time appointment and shall have rights to such appointment pursuant to the Vacant Positions clause.

TEACHERS DEFERRED SALARY LEAVE PLAN

This Ancillary Agreement made the 1st day of July, 1985

BETWEEN: The Board of Trustees of School District No. 32 (Hope)

..... Party of the First Part

AND: The Hope Teachers' Association

..... Party of the Second Part

WHEREAS:

The Board and the Association have entered into an agreement dated July 1, 1985, whereby teachers employed by the Board have the opportunity to take a one-year leave of absence on a deferred compensation basis:

AND WHEREAS:

An ancillary agreement is needed to set out the provisions to be determined by a further agreement as contemplated by Clause 4.1 of the Agreement and also to set out other understandings between the parties.

Now therefore this Ancillary Agreement witnesseth as follows:

1. The Board and the Association agree that for the interpretation of the Agreement on a Deferred Compensation Plan:
 - i. "Committee" shall mean two (2) appointees from the Hope Teachers' Association, the Superintendent of Schools and the Secretary-Treasurer of the Board.
 - ii. "Eligible teaches" shall mean any teacher on continuing appointment having three (3) or more years service with the Board. The number of teachers eligible each year for entry into the plan will equal four (4) percentum of the full-time teacher equivalent.
 - iii. "Leave of Absence" means a school year from July 1 to June 30.

2. For the purpose of Clause 2.2, seniority will be the deciding factor subject to the following provisos:
 - i. no more than two teachers per school shall be granted leave in any one school year.
 - ii. no more than one teacher per department per school shall be granted leave in any one school year.
 - iii. no more than one administrator (principal, vice-principal, or head teacher) shall be granted leave in any one school year.
 - iv. in the event that there are more applicants for leave than that permitted under Clause 1, subsection (ii) or Clause 2, sub-section (i) then seniority shall be the deciding factor.
 - v. subsequent applications for leave under this Agreement will be granted only if quotas specified under Clause 1, sub-section (ii) or the quotas outlined above are not already granted.
3. For the purpose of Clause 2.3 the date for application to become effective shall be September 1 in any year in lieu of the date requested by the eligible teacher.
4. For the purpose of Clause 3.1, the maximum number of school years will be five (5), not nine (9) as set out in Clause 3.1.
5. For the purpose of Clause 3.3, investments will be made only with Teachers' Investment and Housing Co-operative and in accordance with Clause 3.5 the Secretary-Treasurer will make the annual report to each participant as soon as possible after the report has been received from the Teachers' Investment and Housing Co-operative.
6. For the purpose of Clause 4.2 the words "unless otherwise directed by the participant prior to September 1 of the leave of absence" shall be waived.
7. For the purpose of Clause 4.7, it is understood that although no guarantee can be given by the Board, every attempt will be made by the Board to place a returning teacher at or near the position held before the leave of absence.
8. For the purpose of Clause 4.8, it is understood that no increment will be earned by a participant during the period of the leave of absence.
9. For the purpose of Clause 5.1, a participant's fringe benefits will be maintained by the Board during the leave of absence. The gross premium costs of all fringe benefits together with the employer's share of Workers' Compensation assessment, Unemployment Insurance premiums, and Canada Pension Plan contributions shall be paid by the participant in

two equal instalments, the first by September 30 and the second by February 28 in the school year in which the leave is taken.

10. For the purpose of Clause 5.2, it is understood that during the leave of absence no sick leave credits will be earned or lost,
11. For the purpose of Clause 6.2 the date will be amended to March 31 in lieu of May 31 for withdrawal from the plan.
12. It is the intent that this plan will be at no cost to the Board other than administration costs.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above-written.

The Corporate Seal of the Board
is hereunto affixed in the presence of

Chairman

Secretary-Treasurer

Signed by the Duly Authorized
Officers of the Hope Teachers' Association

President

Chairman

DEFERRED SALARY RETIREMENT PLAN

ANCILLARY AGREEMENT

THIS AGREEMENT made the 1st day of July, 1985.

BETWEEN:

BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 32 [HOPE], a Board of School Trustees duly constituted under the School Act,

(hereinafter called the "Board")

PARTY OF THE FIRST PART

AND:

HOPE TEACHERS' ASSOCIATION, a local association of the British Columbia Teachers' Federation,

(hereinafter called the "Association")

PARTY OF THE SECOND PART

WHEREAS the Board and the Association hereby implement a deferred salary retirement plan.

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

1. DEFINITIONS

"Committee" means two members on behalf of the Hope Teachers' Association and the Superintendent of Schools and the Secretary-Treasurer on behalf of the Board.

"Eligible Investor" means Teachers' Investment and Housing Co-operative.

"Eligible Teacher" means any teacher as defined in the School Act who is on a temporary or continuing contract with the Board.

8. GENERAL

8.3 The payment of CPP, UIC, WCB, medical, dental, and extended health premiums and/or any other employer payroll costs shall become the responsibility of the participant.

The Corporate Seal of
BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 32 (HOPE)
hereunto affixed:

Chairman

Secretary-Treasurer

Signed, Sealed on behalf of
HOPE TEACHERS' ASSOCIATION

President

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