

**COLLECTIVE AGREEMENT  
PROVINCIAL AND LOCAL CONSOLIDATION  
WORKING DOCUMENT**

**- BETWEEN -**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION/  
BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT No. 40  
NEW WESTMINSTER  
(The "Board")**

**- AND -**

**BRITISH COLUMBIA TEACHERS' FEDERATION/  
NEW WESTMINSTER TEACHERS' UNION  
(The "Local")**

**Effective July 1, 2001 to June 30, 2004**

Please note: This document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between BCTF and BCPSEA under the *Public Education Labour Relations Act*, as those terms and conditions are applicable to this school district. In the event of dispute, the original source documents would be applicable.



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## ARTICLE 1        PREAMBLE

- 1.1        The parties recognize and support the purposes of this Agreement to be to:
  - 1.1.1      set forth the terms and conditions of employment agreed to between the parties;
  - 1.1.2      promote harmonious relations between the Board and its officials and the Union and all teachers;
  - 1.1.3      set forth mechanisms for the expeditious settlement of disputes which may arise as to the applications or interpretation of services or stoppage of work; and
  - 1.1.4      encourage cooperation in providing efficient quality education services to the pupils in the district.
- 1.2        This Agreement is made pursuant to and governed by the *School Act*, the *Labour Relations Code* and the *Public Education Labour Relations Act*. In case of any conflict between this Agreement and those Acts and any regulations made thereunder, those Acts and Regulations shall prevail.
  - 1.2.1      Terms used in this Agreement defined in those Acts shall have the meanings defined in those Acts.
- 1.3        The use of one gender in this Agreement shall include the other and the singular shall include the plural unless the sense of the provision requires otherwise.
- 1.4        Definitions
  - 1.4.1      The term "Center" includes an adult learning center or a young adult learning center (learners under 19 years of age) which is administered by the Assistant Superintendent responsible for Community Education, or designate.
  - 1.4.2      A "Community Education Counsellor" is an employee who provides professional counselling services to learners in Community Education. The employee requires an undergraduate degree and a Master's Degree of Counselling Psychology or equivalent degree, recognized by the BC Association of Clinical Counsellors.
  - 1.4.3      "Employee" shall be deemed to include all teachers (subject to Article 1.4.4) and Associated Professionals. Where one of the specific terms is used the related clause shall only apply to the category of employees named.
  - 1.4.4      A "Teacher On Call" is an employee assigned to replace another employee who is absent from duty for a period less than 25 days. Teachers on Call shall be entitled to the provisions of this Agreement in which they are expressly included, and the following:



Section A – Articles 1 – 10, 14, 17, 23, 24  
Section B – Articles 1 – 4, 11, 12, 20, 21  
Section C – Articles 3, 9, 10, 12  
Section D – Articles 3, 7, 13, 14  
Section E – Articles 1, 2, 3, 6, 7, 8 (except 8.4)

## **A. UNION SECURITY ARTICLES**

### **Article A1 TERM, CONTINUATION AND RENEGOTIATION [P.C. #A.1]**

In this Collective Agreement, “Previous Collective Agreement” means the Collective Agreement constituted under the Public Education Collective Agreement Act, S.B.C. 1988, c.41, that was in effect between the parties for the period July 1, 1998 to June 30, 2001, including any amendments agreed to by the parties during that period.

- A1.1 Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2001 to June 30, 2004. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they shall commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a collective agreement for the subsequent period.
- A1.2 In the event that a new collective agreement is not in place by June 30, 2004, the terms of this Collective Agreement are deemed to remain in effect until that date on which a new agreement is concluded.
- A1.3 All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition is amended or modified by or under the *Education Services Collective Agreement Act* or in accordance with this Collective Agreement.
- A1.4
- A1.4.1 If employees are added to the bargaining unit established under Section 5 of the *Public Education Labour Relations Act* (PELRA) during the term of this Collective Agreement, the parties shall negotiate the terms and conditions that apply to those employees.
  - A1.4.2 If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
  - A1.4.3 If the parties are unable to agree on an arbitrator either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.

- A1.5 A1.5.1 Changes in those local matters agreed to by a local union and the Board will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to A1.5.2.
- A1.5.2 A local union and the Board must agree to the manner and timing of implementation of a change in a local matter.
- A1.5.3 A1.5.3.1 This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Provincial Letter of Understanding No. 1).
- A1.5.3.2 The parties may agree to another designation which is consistent with *Public Education Labour Relations Act*.

**Article A2 RECOGNITION OF THE UNION [P.C. #A.2]**

- A2.1 The BC Public School Employer’s Association (BCPSEA) recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which BCTF is established as the bargaining agent pursuant to PELRA and subject to the provisions of this Collective Agreement.
- A2.2 Pursuant to PELRA, the Board recognizes the New Westminister Teachers’ Union as the teachers’ union for the negotiation in the district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in the district subject to PELRA and the Provincial Matters Agreement.
- A2.3 The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of PELRA.

**Article A3 MEMBERSHIP REQUIREMENT [P.C. #A.3 modified for SD40]**

- A3.1 All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers’ Federation and the New Westminister Teachers’ Union, subject to A3.2 of this article.
- A3.2 Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall

continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective Local in accordance with this Collective Agreement.

#### **Article A4 LOCAL AND BCTF DUES DEDUCTION [P.C. #A.4]**

- A4.1 The Board agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the Local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the Local respectively. The Board further agrees to deduct levies of the BCTF or of the Local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.
- A4.2 At the time of hiring, the Board shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the Local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.
- A4.3 The Board will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
- A4.4 The form and timing of the remittance of Local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the Local and the Board.
- A4.5 The Board shall provide to the BCTF and the Local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

#### **Article A5 COMMITTEE MEMBERSHIP [P.C. #A.5]**

- A5.1 Local representatives on committees specifically established by this Collective Agreement shall be appointed by the Local.
- A5.2 In addition, if the Board wishes to establish a committee which includes bargaining unit members, it shall notify the Local about the mandate of the committee, and the Local shall appoint the representatives.
- A5.3 Release time with pay shall be provided by the Board to any employee who is a representative on a committee referred to in A5.1 and A5.2 above, in order to attend meetings that occur during normal instructional hours. Teacher On Call costs shall be borne by the Board.

A5.4 When a Teacher On Call is appointed to a committee referred to in A5.1 or A5.2 above, and the committee meets during normal instructional hours, the Teacher On Call shall be paid pursuant to the provisions in each district respecting Teacher On Call Pay and Benefits. A Teacher On Call attending a “half day” meeting shall receive a half day’s pay. If the meeting extends past a “half day”, the Teacher On Call shall receive a full day’s pay.

## **Article A6 GRIEVANCE PROCEDURE [P.C. #A.6]**

### A6.1 Preamble

The parties agree that this article constitutes the method and procedure for a final and conclusive settlement of any dispute (hereinafter referred to as “the grievance”) respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including a question as to whether a matter is arbitrable.

### **Steps in Grievance Procedure**

### A6.2 Step One

A6.2.1 The Local or an employee alleging a grievance (“the grievor”) shall request a meeting with the Board official directly responsible, and at such meeting they shall attempt to resolve the grievance summarily. Where the grievor is not the Local, the grievor shall be accompanied at this meeting by a representative appointed by the Local.

A6.2.2 The grievance must be raised within 30 working days of the alleged violation, or within 30 working days of the party becoming reasonably aware of the alleged violation.

### A6.3 Step Two

A6.3.1 If the grievance is not resolved at Step One of the grievance procedure within 10 working days of the date of the request made for a meeting referred to in A6.2.1 the grievance may be referred to Step Two of the grievance procedure by letter, through the president or designate of the Local to the superintendent or designate. The superintendent or designate shall forthwith meet with the president or designate of the Local, and attempt to resolve the grievance.

A6.3.2 The grievance shall be presented in writing giving the general nature of the grievance.

### A6.4 Step Three

A6.4.1 If the grievance is not resolved within 10 working days of the referral to Step Two in A6.3.1 the Local may, within a further 10 working days, by letter to the superintendent or official designated by the district, refer the

grievance to Step Three of the grievance procedure. Two representatives of the Local and two representatives of the Board shall meet within 10 working days and attempt to resolve the grievance.

If both parties agree and the language of the Previous Local Agreement stipulates:

A6.4.1.1 the number of representatives of each party at Step Three shall be three (3); and/or

A6.4.1.2 at least one (1) of the Board representatives shall be a trustee [applicable to SD No. 40 New Westminster].

A6.4.2 If the grievance involves a Provincial Matters issue, in every case a copy of the letter shall be sent to BCPSEA and the BCTF.

#### A6.5 Omitting Steps

A6.5.1 Nothing in this Collective Agreement shall prevent the parties from mutually agreeing to refer a grievance to a higher step in the grievance procedure.

A6.5.2 Grievances of general application may be referred by the Local, BCTF, the Board or BCPSEA directly to Step Three of the grievance procedure.

#### A6.6 Referral to Arbitration: Local Matters

A6.6.1 If the grievance is not resolved at Step Three within 10 working days of the meeting referred to in A6.4.1, the Local or the Board where applicable may refer a “local matters grievance” to arbitration within a further 15 working days. (See defined in Provincial Letter of Understanding No. 1.)

A6.6.2 The referral to arbitration shall be in writing and should note that it is a “local matters grievance”. The parties shall agree upon an arbitrator within 10 working days of such notice.

#### A6.7 Referral to Arbitration: Provincial Matters

A6.7.1 If the grievance is not resolved at Step Three within 10 working days of the meeting referred to in A6.4.1, the BCTF or BCPSEA where applicable may refer a “provincial matters grievance” to arbitration within a further 15 working days. (See Provincial Letter of Understanding No. 1).

A6.7.2 The referral to arbitration shall be in writing and should note that it is a “provincial matters grievance”. The parties shall agree upon an arbitrator within ten (10) working days of such notice.

A6.7.3 Review Meeting

A6.7.3.1 Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a provincial matters grievance that has been referred to arbitration.

A6.7.3.2 Where the parties agree to hold such a meeting, it shall be held within 10 working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in A6.7.1 and A6.7.2 of this article.

A6.7.3.3 Each party shall determine who shall attend the meeting on its behalf.

A6.8 Arbitration (Conduct of)

A6.8.1 All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.

A6.8.2 The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within 60 days of the conclusion of the hearing.

A6.8.3 All discussions and correspondence during the grievance procedure or arising from Article A6.7.3 shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.

A6.8.4 Authority of the arbitrator

A6.8.4.1 It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

A6.8.4.2 The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.

A6.8.4.3 The provisions of this article do not override the provisions of the BC Labour Relations Code.

A6.8.5 The decision of the arbitrator shall be final and binding.

A6.8.6 Each party shall pay one-half of the fees and expenses of the arbitrator.

**A6.9 General**

A6.9.1 After a grievance has been initiated, neither the Board's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the Local or the BCTF.

A6.9.2 The time limits in this grievance procedure may be altered by mutual written consent of the parties.

A6.9.3 If the Local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.

A6.9.4 No employee shall suffer any form of discipline, discrimination or intimidation by the Board as a result of having filed a grievance or having taken part in any proceedings under this article.

A6.9.5 Any employee whose attendance is required at any grievance meeting pursuant to this Article shall be released without loss of pay when such meeting is held during instructional hours. If a Teacher On Call is required, such costs shall be borne by the Board.

A6.9.6 Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours.

A6.9.7 Unless the Previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any Teacher On Call that may be required.

**Article A7 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS  
[P.C. #A.7]**

A7.1 The school board shall grant a leave of absence without pay to an employee designated by the Provincial union for the purpose of preparing for, participating in or conducting negotiations as a member of the Provincial bargaining team of the BCTF.

A7.2 To facilitate the administration of this Clause, when leave without pay is granted, the school board shall maintain salary and benefits for the employee and the BCTF shall reimburse the school board for the salary costs.

- A7.3 Any other leaves of absence granted for Provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the school board for the salary costs of any teacher employed to replace a teacher granted leave.
- A7.4 Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement [reference Article A15].

#### **Article A8 LEGISLATIVE CHANGE [P.C. #A.8]**

- A8.1 In this article, “legislation” means any new or amended statute, regulation, Minister’s Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
- A8.1.1 Should legislation render any part of the Collective Agreement null and void, or substantially alter the operation or effect or any of its provision, the remainder of the provision of the Collective Agreement shall remain in full force and effect.
- A8.1.2 In that event, the parties shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.
- A8.2 If, within 30 days of either party’s request for such meeting, the parties cannot agree on such modifications, or cannot agree that the Collective Agreement has been affected by legislation, either party may refer the matter(s) in dispute to arbitration pursuant to Article A6, Grievance Procedure.
- A8.3 The arbitrator’s authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

#### **Article A9 NO CONTRACTING OUT**

- A9.1 All work performed by members of the bargaining unit shall continue to be performed by members of the bargaining unit. The Board shall not contract out instructional services (including those performed by teachers and associated professionals of a support nature) of a type and kind normally and regularly performed by members of the bargaining unit.



## **Article A10 MANAGEMENT RIGHTS**

- A10.1 The Union recognizes the responsibility and the right of the Board to manage and operate the school district in accordance with its responsibilities and commitments. The right to assign duties and to manage and direct employees in a fair, reasonable, and non-discriminatory manner is vested exclusively in the Board except as otherwise specifically provided for in this Agreement or applicable legislation.

## **Article A11 EXCLUSIONS FROM THE BARGAINING UNIT**

- A11.1 Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
- A11.2 The Board shall notify the Union of all new positions requiring a teaching certificate, excluding administrative officers, offered in the district and submit to the local Union officers a written job description of the new position(s).
- A11.3 Newly created positions requiring a teaching certificate, excluding administrative officer positions, as defined by the *School Act*, shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties.

## **Article A12 NWTU EXECUTIVE'S RELEASE**

- A12.1 The Board hereby agrees to release the President of the Union, the Vice President, and the Bargaining Chairperson from teaching duties for the percentage of time as determined by the Union, subject to the operational requirements of the Board.
- A12.2 The Board will continue to pay the President, the Vice President and the Bargaining Chairperson their salaries and to provide benefits as specified in the Agreement. The Union will reimburse the Board for such salary and benefits costs upon receipt of a monthly statement. For purposes of pensions, experience, sick leave and seniority, the President, the Vice President and the Bargaining Chairperson shall be deemed to be in the full employ of the Board. The President, the Vice President and the Bargaining Chairperson shall inform the Board of the number of days or partial days, if any, that they were absent from executive duties due to illness. Such days or partial days shall be deducted from their accumulated sick leave credits.
- A12.3 The teacher returning to full teaching duties from a term or terms as President or Vice President, or Bargaining Chairperson shall be assigned to a position comparable to that held prior to the release.
- A12.4 When the President, Vice President or Bargaining Chairperson is expected to be absent on long-term illness or for other bona fide reasons, an alternate shall, at the request of the President or Vice President or Bargaining Chairperson, be granted release time at the cost of the Union as per Article A12.2 to fulfill that officer's responsibilities.

A12.5 The Union agrees to provide the Board with as much notice as possible in A12.1 and A12.4.

### **Article A13 NWTU/BCTF BUSINESS**

A13.1 Each member of the NWTU Executive plus staff representatives shall be entitled to an average of five days of absence in each school year in order to carry out the business of the NWTU and/or the BCTF.

A13.2 A qualified Teacher On Call must be available to replace the teacher requesting leave.

A13.3 The NWTU shall provide the Board with the names of those who qualify under this Article.

A13.4 Such time off shall be invoiced to the Union at the cost of a Teacher On Call.

A13.5 An employee covered by this agreement who is a member of the Executive Committee, Representative Assembly, a committee or task force of either the local, the BCTF, the CTF., the Teacher College Council or appointed an official representative or delegate of the local or the BCTF, or who is a Union staff representative, shall be entitled to release time without loss of pay from instructional duties to carry out the duties involved. Such release from duties shall be granted without loss of pay and shall be granted subject only to the Board being reimbursed for the absence at the cost of the Teacher On Call.

A13.6 In the event that an employee covered by this agreement is elected to a full time position as an officer of the BCTF, or is appointed on a term contract of employment to the administrative staff of the BCTF, or is seconded to the Federation, leave of absence without pay shall be granted for the duration of those duties for a period not to exceed four (4) school years. In such case the employee shall be entitled, on written notice at least three (3) months prior to the commencement of a school year to return to employment with the Board effective the commencement of that school year, and shall be entitled to an assignment comparable to that previously held.

### **Article A14 RIGHT TO REPRESENTATION**

A14.1 A teacher shall have the right to be accompanied by a representative who is a member of the Union at any meeting which includes that teacher and a school based administrative officer or that teacher's immediate supervisor if

A14.1.1 the meeting is discipline related, or

A14.1.2 the teacher or the administrative officer has reasonable cause to believe a member of the Union should be present.

A14.2 A teacher shall have the right to be accompanied by a representative of the Union at a meeting between that teacher and a Board representative not referred to in A14.1 if

- A14.2.1 the meeting is discipline related, or
- A14.2.2 the teacher or the Board representative has reasonable cause to believe a representative of the Union should be present.
- A14.3 In the event that a meeting as referred to above takes place during instructional time the teacher and representative(s) will be relieved of instructional duties with no loss of pay.

**Article A15 LEAVE FOR LOCAL CONTRACT NEGOTIATION AND ADMINISTRATION**

- A15.1 The Board agrees to share in the cost of four (4) teachers at 75% of Teacher On Call costs for leave of absence associated with meetings concerned with local negotiations which involve the respective parties.

**Article A16 LOCAL UNION SCHOOL STAFF REPRESENTATIVES**

- A16.1 The Board recognizes Staff Representatives in each school selected by the NWTU to represent its members and agrees that Staff Representatives shall not be hindered, coerced, restrained or interfered with while representing members.
- A16.2 The Board shall assume the cost of teachers on call for the two (2) teacher representatives on the grievance committee and the grievor in Article A6. Additional NWTU members may attend at the cost to the Union of Teacher(s) On Call.
- A16.3 When, as provided for in Article A14, a meeting with a teacher is to be held at which Union representation is to be present, the principal shall provide advance notice and schedule same at a time convenient to the parties and outside of instructional hours. In the event that such meeting, in extraordinary circumstances, must be held during instructional hours then the Board shall provide the necessary substitutes at its expense.
- A16.4 Staff Representatives shall schedule any business meetings of members of the Union outside of instructional hours.
- A16.5 The Executive Officers or Staff Representatives shall not hold discussions or meetings with a teacher or teachers at times when the teachers are assigned to a class.

## **Article A17 PICKET LINES**

- A17.1 All employees covered under this agreement have the right to refuse to cross or work behind a picket line unless the same is declared illegal by the Labour Relations Board or the courts.
- A17.2 Failure to cross a picket line encountered in carrying out business for the Board shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action, but shall be deemed to be absence without pay.
- A17.3 Teachers will not be expected, except in an emergency situation, to perform, or to direct pupils to perform, duties that are under the jurisdiction of employees who are on strike or locked out.

## **Article A18 COPY OF AGREEMENT**

- A18.1 The Board shall provide every member of the Union with a printed copy of this Agreement within a reasonable time of the conclusion of negotiations. The cost of the printing will be at the expense of the Board.

## **Article A19 ACCESS TO INFORMATION**

- A19.1 Wherever possible, the Board agrees to provide information the Union deems necessary to fulfill its role as exclusive representative of teachers. Financial information, annual financial reports and audits, school district budgets, preliminary and final fiscal frameworks, and statements of final determination shall be made readily available.
- A19.2 The Board shall make available to the President of the Union, or designated representative, attending any public meeting of the Board, all agendas, minutes and attachments distributed to the Board for the purposes of conducting the meeting.
- A19.3 The Board agrees to provide the Union with information regarding teachers, including a seniority list with places of assignment, notification of transfers, hirings, resignations, retirements, deaths, discharges, suspensions and less than satisfactory evaluations as they occur.
- A19.4 A copy of all advertisements and postings, both local and Provincial, during the hiring process shall be sent to the President of the Union and circulated for posting at all locations when schools are in session.
- A19.5 Advertisements and application forms for appointment to the teaching staff of the district shall not include reference to extra-curricular activities and programs, and such matters shall not form part of any contract of employment.

## **Article A20 ACCESS TO FACILITIES**

A20.1 The NWTU shall have access to school facilities and equipment at no additional cost to the Board in order to transact official business. Such use shall not conflict with regular instructional and related school activities nor any other previously scheduled event or activity at any given facility.

## **Article A21 BULLETIN BOARDS**

A21.1 The Union shall have the right to post notices of activities and matters of Union concern on bulletin Boards. These bulletin boards shall be provided in each staff room in each school building.

## **Article A22 INTERNAL MAIL**

A22.1 The NWTU shall have access to the district mail bag delivery service and school mailboxes, where necessary for the conveyance of business communications to members of the Union.

A22.2 At the Board's discretion, the NWTU may have access to the district's electronic mail service and voice mail service.

A22.3 NWTU members will be provided with individual mailboxes at their places of work. If necessary, mailboxes will be provided to employees in outreach centres.

## **Article A23 EXPEDITED ARBITRATION**

A23.1 Any grievance that has not been resolved prior to arbitration may be referred to expedited arbitration by the party originating the grievance. All referrals of Provincial Matters grievances must be referred by the BCTF to BCPSEA pursuant to Article A6.7.

A23.2 All grievances except the following may be referred by the party originating the grievance to expedited arbitration:

A23.2.1 dismissals;

A23.2.2 suspensions;

A23.2.3 policy or general grievances.

By mutual agreement a grievance falling into these categories may be referred to expedited arbitration.

A23.3 A single arbitrator shall be selected from the list in A23.7. Unless the parties agree otherwise and subject to A23.4, the arbitrator shall be selected on a rotational basis. Nothing shall prevent the parties from mutually agreeing to an arbitrator who is not included on the list.

- A23.4 Within 10 teaching days of the grievance being referred to expedited arbitration, the arbitrator shall hear the grievance and shall render a decision within five (5) days. If no arbitrator from the list is available within 10 teaching days, the first available arbitrator from the list shall be selected.
- A23.5 No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision. Expedited arbitration decisions shall be of no precedential value and shall not thereafter be referred to by the parties in respect to any other matter.
- A23.6 The parties shall share equally the costs of fees and expenses of the arbitrator.
- A23.7 An arbitrator shall be selected from the following list:
- A23.7.1 Judy Korbin
  - A23.7.2 Mark Hall
  - A23.7.3 Mark Thomson
  - A23.7.4 Colin Taylor

#### **Article A24 TROUBLESHOOTER**

- A24.1 Where a difference arises between the parties relating to the dismissal, discipline or suspension of a teacher, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement (of a mutually acceptable third party here), or a substitute agreed to by the parties, shall at the request of either party
- A24.1.1 investigate the difference,
  - A24.1.2 define the issue in the difference, and
  - A24.1.3 make written recommendations to resolve the difference within five (5) days of the date of receipt of the request and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

#### **Article A25 COMMUNITY EDUCATION – CONTRACT MANAGEMENT COMMITTEE**

- A25.1 The main purpose of the Contract Management Committee is to insure the smooth implementation of the Collective Agreement as it applies to Community Education and to clarify specific areas of the Agreement, when necessary. The Committee will meet once per month, unless otherwise specified by consensus of the members with the primary purpose of engaging in informal discussions regarding items relevant to the bargaining unit and to the operation of the Collective Agreement. Discussions

will also enable Committee members to become aware of the Board's educational plans and objectives.

- A25.2 If a consensus is not reached on a specific item, then either party can resort to Article A6, Grievance Procedure.
- A25.3 The recommended composition of the Committee will be at least two (2) representatives of the Board and two (2) representatives of the Community Education Branch and the NWTU President or designate.
- A25.4 Monthly meetings will be scheduled at a time and place to be determined by the Committee and agreeable to both parties.
- A25.5 Any decision of the Contract Management Committee which may alter the interpretation or application of the collective agreement must be made in accordance with established processes.

## **Article A26 TEACHERS' ASSISTANTS**

- A26.1 Teachers' assistants are employed to assist teachers in carrying out their responsibilities and duties.
- A26.2 Teachers' assistants shall work under the employment supervision of an Administrative Officer and the direct instructional supervision of teachers.
- A26.3 Teachers' assistants shall not be used as alternatives for members of the bargaining unit, including librarians, counsellors and Teachers on Call.

## **B. SALARIES AND BENEFITS**

### **Article B1 SALARY [P.C. #B.1]**

- B1.1 The salary grids in the Local Agreement have been revised to reflect the following general increases to salaries:
  - B1.1.1 Effective July 1, 2001: 2.5% increase
  - B1.1.2 Effective July 1, 2002: 2.5% increase
  - B1.1.3 Effective July 1, 2003: 2.5% increase
- B1.2 Efficiencies, gainsharing and productivity improvements, subject to PSEC approval, may be negotiated at any time during the life of this agreement, to provide additional one-time bonuses or lump sum payments.
- B1.3 Placement

- B1.3.1 Placement on the scale shall be according to years of experience as formerly recognized by the Ministry of Education on the teacher's professional card or by the Provincial Teacher's Qualification Service, or its successor, except for those referred to in Article B6 and Article B12.
- B1.3.2 Under special circumstances where the welfare of the educational system is involved, a salary in excess of the schedule may be paid provided that such payment is approved by the Joint Committee referred to in Article B21.
- B1.4 Teachers currently on Years of Experience level "0" of beginning teachers shall be placed for salary purposes on level 1, and shall move up the scale accordingly thereafter.
- B1.5 Teachers without a Category 6/PA certification holding a Master's degree acceptable to the School Board shall be paid a bonus of \$801.00 per annum (\$817.02 per annum effective April 1, 2000) above their regular placement on the salary schedule.
- B1.6 Teachers with Category 6/PA certification holding a Master's degree acceptable to the School Board shall be paid a bonus of \$801.00 per annum (\$817.02 per annum effective April 1, 2000) above the salary schedule to be paid to teachers with Category 6.
- B1.7 Community Education – Continuing and Temporary Teachers
  - B1.7.1 The salary of full time Continuing and Temporary teachers in Community Education shall be calculated on 27.5 hours per week and 40 weeks per year.
  - B1.7.2 The salary of part time Continuing and Temporary teachers in Community Education shall be based on 27.5 hours per week and 40 weeks per year and prorated in accordance with the actual FTE worked.
- B1.8 Community Education – Night School and Summer School Teachers
  - B1.8.1 The salary of employees who teach night school and/or summer school courses will be paid based on their position on the salary schedule, and shall be an hourly rate calculated as follows in B1.8.2.
  - B1.8.2 Grid Placement x .75  
 $5.5 \text{ hours} \times 200 \text{ days} = \text{Hourly Rate}$   
  
 e.g.  
  
 $\frac{\$53,005 \times .75}{5.5 \text{ hours} \times 200 \text{ days}} = \$36.14 \text{ per hour}$
  - B1.8.3 Notwithstanding B1.8.2, no teacher referred to in B1.8.1 shall be paid less than \$36.00 per hour.



B1.8.4 Night school and summer school positions offer no benefits.

**Article B1 SALARY SCHEDULES**

**SCHEDULE EFFECTIVE July 1, 2001 – June 30, 2002**

<b>Years of Experience</b>	<b>Cat. (EA) (adjusted)</b>	<b>Cat. 4 (PC)</b>	<b>Cat. 5 (PB)</b>	<b>Cat. 6 (PB+15)</b>	<b>Cat. 6(M) (PA-M)</b>
0	33,322	33,621	36,940	39,900	40,738
1	35,043	35,452	38,993	42,174	43,011
2	36,644	37,282	41,046	44,447	45,285
3	38,144	39,113	43,099	46,721	47,558
4	39,644	40,944	45,152	48,994	49,831
5	41,146	42,774	47,205	51,267	52,105
6	42,646	44,605	49,258	53,541	54,378
7	44,147	46,436	51,312	55,814	56,652
8	45,646	48,266	53,365	58,088	58,925
9	47,147	50,097	55,418	60,361	61,199
10	48,649	51,928	57,471	62,635	63,472
11		53,758	59,524	64,908	65,746
12			61,577	67,182	68,019

**SCHEDULE EFFECTIVE July 1, 2002 – June 30, 2003**

<b>Years of Experience</b>	<b>Cat. (EA) (adjusted)</b>	<b>Cat. 4 (PC)</b>	<b>Cat. 5 (PB)</b>	<b>Cat. 6 (PB+15)</b>	<b>Cat. 6(M) (PA-M)</b>
0	34,155	34,462	37,864	40,989	41,756
1	35,919	36,338	39,968	43,228	44,086
2	37,560	38,214	42,072	45,558	46,417
3	39,098	40,091	44,176	47,889	48,747
4	40,635	41,968	46,281	50,219	51,077
5	42,175	43,843	48,385	52,549	53,408
6	43,712	45,720	50,489	54,880	55,737
7	45,251	47,597	52,595	57,209	58,068
8	46,787	49,473	54,699	59,540	60,398
9	48,326	51,349	56,803	61,870	62,729
10	49,865	53,226	58,908	64,201	65,059
11		55,102	61,012	66,531	67,390
12			63,116	68,862	69,719

**SCHEDULE EFFECTIVE July 1, 2003 – June 30, 2004**

<b>Years of Experience</b>	<b>Cat. (EA) (adjusted)</b>	<b>Cat. 4 (PC)</b>	<b>Cat. 5 (PB)</b>	<b>Cat. 6 (PB+15)</b>	<b>Cat. 6(M) (PA-M)</b>
0	35,009	35,324	38,811	42,014	42,800
1	36,817	37,246	40,967	44,309	45,188
2	38,499	39,169	43,124	46,697	47,577
3	40,075	41,093	45,280	49,086	49,966
4	41,651	43,017	47,438	51,474	52,354
5	43,229	44,939	49,595	53,863	54,743
6	44,805	46,863	51,751	56,252	57,130
7	46,382	48,787	53,910	58,639	59,520
8	47,957	50,710	56,066	61,029	61,908
9	49,534	52,633	58,223	63,417	64,297
10	51,112	54,557	60,381	65,806	66,685
11		56,480	62,537	68,194	69,075
12			64,694	70,584	71,462

**Article B2 TEACHER ON CALL PAY AND BENEFITS [P.C. #B2.1 – B2.5 & B2.6.2]**

- B2.1 All School Districts will ensure that they are in compliance with vacation provisions under the Employment Standards Act in respect of the payment of vacation pay.
- B2.2 For the purposes of Employment Insurance, the Board shall report for a Teacher On Call, the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
- B2.3 A Teacher On Call shall be entitled to the mileage/kilometer allowance, rate or other payment for transportation costs, as defined by the collective agreement, for which the employee he/she is replacing is entitled to claim.
- B2.4 Teachers on Call shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
- B2.5 Teachers on Call shall be paid an additional compensation of \$3.00 over daily rate in lieu of benefits. This benefit will be pro-rated for part days worked but in no case will be less than \$1.50. Any and all provisions in the previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
- B2.6 Rate of Pay

- B2.6.1 Teachers on Call shall be paid \$160.00 per day inclusive of benefits except as provided in B2.6.2.
- B2.6.2 Employees who are employed as Teachers on Call shall be paid in accordance with the provision of the previous Collective Agreement for the first three (3) days of an assignment. On the fourth consecutive and subsequent consecutive days in an assignment, an employee shall be paid 1/189 of their category classification and experience or at Category 4 Step 0, which ever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day of the assignment.
- B2.6.3 A Teacher On Call assigned to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a full day's wage.
- B2.6.4 Teachers On Call for part time teachers shall be paid on a pro-rated basis on the above rates for the percentage of hours taught during a teaching day, with the exception that
  - B2.6.4.1 a Teacher On Call assigned to a school for a half day and not utilized or utilized for only a portion of the half day shall be paid for a half day.
- B2.6.5 Sixteen (16) days of on call teaching in School District No. 40 shall be the equivalent of one (1) month of experience for increment purposes on an appointment to a temporary or continuing assignment in School District No. 40.

**B2.7 Pay Periods**

- B2.7.1 The Board shall twice monthly on the dates of the 25th, for work completed up to the 15th of the month, and on the 10th of the month following the month end, pay to each Teacher On Call all the wages earned for the pay period, inclusive of allowances in lieu of benefits.

**B2.8 Conditions of Employment**

- B2.8.1 Beginning on the eleventh day of teaching on call, professional development days (non instructional days) occurring during an assignment shall count as a day of work.
- B2.8.2 No assignment shall be for less than one-half of a day except when assigned as a Teacher On Call to substitute for a part time teacher on less than a 0.50 FTE assignment.
- B2.8.3 A Teacher On Call's service shall not be considered broken by:
  - B2.8.3.1 a non instructional day;
  - B2.8.3.2 a strike or lockout;

B2.8.3.3 the Teacher On Call's illness or accident, provided the Teacher On Call returns to the same assignment.

B2.9 Continuous Assignment

B2.9.1 In the event that the assignment of the Teacher On Call is interrupted after five (5) teaching days by the return of a teacher who subsequently is absent within two (2) working days, the original Teacher On Call, if available, shall be recalled and the assignment shall proceed as if it has not been broken for salary or contract provisions which depend upon the length of assignment.

B2.10 Visiting Teachers On Call

B2.10.1 The Board will pay visiting Teachers On Call on an hourly basis at the rate of 1/1000 of Category 5, Step 1 or the applicable category and step for the visiting Teacher On Call, whichever is greater, for each hour of instruction given by the visiting Teacher On Call and will also pay for travel, telephone and preparation time at the rate of .25 hours pay per hour of instruction time. It is understood that the Board will not be paying double for services provided.

B2.10.2 Visiting Teachers On Call will be entitled to benefit coverage as applicable for Teachers On Call.

B2.10.3 Article B2.6.4 shall apply to visiting Teachers On Call. Five (5) hours of service as a visiting Teacher On Call shall be equal to one day of on call teaching.

B2.11 Scheduling of Hours

B2.11.1 Scheduling of visiting Teachers On Call hours shall be according to the needs of the student and the visiting Teacher On Call as authorized by the Board.

B2.12 Professional Development

B2.12.1 A visiting Teacher On Call shall be entitled to five (5) hours pay in lieu of access to professional development days provided that the visiting Teacher On Call has worked as a visiting Teacher On Call during the school year for a minimum of 50 hours.

B2.13 Priority Placement List

B2.13.1 The Board agrees to maintain a minimum of two (2) regular Teachers On Call on a list for priority placement as visiting Teachers On Call. The Board agrees to follow Article E10.5 and Article E11.1 when choosing who will be placed on the list for priority placement as visiting Teachers

On Call. This agreement by the Board is in recognition of the accrual of seniority by the visiting Teachers On Call.

**B2.14 Call Out**

B2.14.1 The visiting Teachers On Call who are on the list for priority placement shall be entitled to priority call out as visiting Teachers On Call on a rotational basis provided that there are no continuing contract teachers available to be assigned the work as part of their regular duties and provided that the visiting Teacher On Call possesses the necessary qualifications and is available for the work.

B2.14.2 When there is no one qualified pursuant to B2.14.1 who is available, the Board shall assign the visiting Teacher On Call work to persons on the Teacher On Call list. Teachers On Call who are assigned the work and who are not on the priority placement list shall not acquire seniority during the assignment.

**B2.15 Seniority Accrual**

B2.15.1 Visiting Teachers On Call who are on the priority placement list will accrue seniority for the hours worked as visiting Teachers On Call. This accrual will be effective commencing with the visiting Teachers On Call placement on a priority placement call out list and will not be retroactive. The calculation of seniority shall be in accordance with the provisions of the Collective Agreement (Section C, Article C2.2.1.)

B2.15.2 Seniority accrued by visiting Teachers On Call who are on the priority call out list may be used for the purpose of Article E11.1.

B2.15.3 A visiting Teacher On Call who is placed on the priority placement list may not use the seniority acquired as a visiting Teacher On Call for posting into other positions in the District until the end of the school year during which the visiting Teacher On Call was placed on the priority placement list. Visiting Teachers On Call with seniority will have priority after teachers covered by Article E11.1.3 and before applicants under Article E11.1.5. Other seniority provisions of the Collective Agreement will apply without modification.

**Article B3 SCHEDULE “B” - ALLOWANCES**

B3.1 Department Head (Secondary), Athletic Director, Consulting Teacher, Teacher Consultant, Program Coordinator - Gifted and Talented (K - 12) – 5.66% of P.A. Masters’ Maximum

B3.2 Assistant Department Head – 2.83% of P.A. Masters’ Maximum

B3.3 Team Leader – 2.83% of P.A. Masters’ Maximum

- B3.4 Head Teacher – 1.45% of P.A. Masters’ Maximum per class
- B3.5 Senior Teacher – 1.69% of P.A. Masters’ Maximum
- B3.6 French Coordinator – 8.47% of P.A. Masters’ Maximum
- B3.7 First Aid Attendant – 1.23% of P.A. Masters’ Maximum  
Reimbursement of course fees on proof of successful completion of appropriate course.

**Article B4 UIC REBATE [P.C. #B.4]**

- B4.1 The Board shall remit monthly to the BCTF Salary Indemnity Fund the proportionate share of the Employment Insurance premium reduction set out in the Previous Local Agreement. Where the proportionate share is not expressed in the Previous Local Agreement, the Board shall remit monthly to the BCTF Salary Indemnity Fund an amount consistent with the past practice of the local parties. The amount remitted on behalf of any employee shall not be less than 5/12 of said reduction.
- B4.2 The Board shall calculate each employee’s share of the savings which have been remitted pursuant to B4.1 and include that amount as part of the employee’s taxable income on the yearly T4 slip.

**Article B5 REGISTERED RETIREMENT SAVINGS PLAN [P.C. #B.5]**

- B5.1 In this Article:
  - B5.1.1 “the BCTF Plan” means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan; and
  - B5.1.2 “alternative plan” means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
- B5.2 Where an alternative plan exists in a district pursuant to B5.1.2 that plan shall remain in effect for the term of the Transitional Collective Agreement (not applicable to SD No. 40 New Westminster).
- B5.3 The BCTF Plan shall be made available in all districts not included in B5.2 no later than October 15, 1996.
- B5.4 The Board shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The Board shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.

- B5.5
  - B5.5.1 During the implementation phase of the BCTF Plan, the Local will be responsible for disseminating information about the plan and for distributing enrollment forms or other forms that may be required to employees. Completed forms shall be processed and forwarded to the designated trustee by the Board.
  - B5.5.2 Following the implementation of the BCTF Plan, the Board shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the Board.
- B5.6 If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated Trustee.
- B5.7 Following the establishment of the BCTF Plan pursuant to B5.3, employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
  - B5.7.1 between September 1st and September 30th or December 15th and January 15th in any school year;
  - B5.7.2 no later than 60 days following the commencement of employment or the establishment of the BCTF Plan in a district.
- B5.8 An employee may withdraw from participation in the BCTF Plan where he/she has provided 30 days' written notice to the Board.
- B5.9 There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
- B5.10 Following the establishment of the BCTF Plan pursuant to B5.3, participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31st and January 31st in any school year, provided that written notice of such change has been provided to the Board no later than September 30th for changes to be effective October 31st, and December 31st for changes to be effective January 31st.
- B5.11 The BCTF Plan established in a district pursuant to B5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

**Article B6 RECOGNITION OF EXPERIENCE**

- B6.1 Full recognition will be given to all experience in



- B6.1.1 public schools of the British Commonwealth and the United States which are approved by the School Board;
  - B6.1.2 elementary and secondary private schools in Canada where, prior to that experience, the teacher has obtained a valid teacher's certificate issued by the Ministry of Education;
  - B6.1.3 Government Schools and Ministries of Education in Canada, and if the total of such experience is less than a completed number of 10-month years, the teacher shall qualify for an increment if that part year's experience exceeds eight (8) months.
- B6.2 Recognition will be given to 50% of all experience in private schools of the British Commonwealth and the United States irrespective of whether such teacher then held a valid teacher's certificate issued by a Canadian Provincial Ministry of Education.
- B6.3 The Board may recognize experience other than that stated in B6.1 or B6.2 if
- B6.3.1 the experience is in an occupation closely related to the main teaching subject and has been gained within the 10 year period immediately preceding entry or re-entry into teaching;
  - B6.3.2 the experience is in a trade or profession the function of which is closely related to teaching and has been gained within the 10 year period immediately preceding entry or re-entry into teaching;
  - B6.3.3 only half of such experience is recognized up to a maximum of five (5) years;
  - B6.3.4 the resulting salary does not exceed the maximum of the category in which the teacher is paid;
  - B6.3.5 secondment or leave of absence is preapproved by the Board.
- B6.4 The Board may recognize the experience of persons who are not teachers but who are employed by the Board if recommended by the Superintendent and the Joint Committee provided in B21.
- B6.5 Because of the unique requirements of Community Education, the interpretation of Article B6 means that the following experience may be considered for salary purposes at the time of hiring: Ministry of Education funded programs, including Adult Basic Education and Adult Education; and Community College academic upgrading courses.
- B6.6 Other experience might be considered for salary purposes at the time of hiring if included in a CE job posting. Such experience could include the following: Faculties of higher education funded by Ministries of Education in Canada; Foreign teaching experience in recognized Departments of Education; and ESL teaching experience in recognized Public Schools and Colleges (full documentation required).

## **Article B7 INCREMENTS**

- B7.1 Except for teachers who have already reached maximum in their respective salary categories, increments shall be added
- B7.1.1 on September 1st to all teachers
    - B7.1.1.1 on exchange;
    - B7.1.1.2 on approved leave to teach in another district;
    - B7.1.1.3 on sponsorship by the Department of National Defence;
    - B7.1.1.4 employed by an organization which the Superintendent considers to be closely associated with the educational pursuits of the Board;
    - B7.1.1.5 on leave to or seconded by a university, college or technical institute;
    - B7.1.1.6 on secondment to the BCTF or the NWTU;
    - B7.1.1.7 on education leave;
    - B7.1.1.8 on maternity leave to a maximum of 10 months.
  - B7.1.2 on January 1st to all teachers who qualify, or who will qualify at the commencement of the second semester in a teacher year.
  - B7.1.3 to all part time teachers who accumulate the equivalent of 200 school days experience within a three-year period.

## **Article B8 INCREMENT DATES**

- B8.1 The increment date shall be the first of the month following the month in which applicable experience accumulation is achieved, provided the teacher makes written application to Human Resource Services one (1) month prior to the incremental anniversary date.
- B8.2 Periods of part time teaching and short term appointments shall be added together for accumulation of years of experience credit.
- B8.3 The above conditions shall become effective at the beginning of the 1991/92 school year. Retroactive adjustments shall only be made with respect to teachers who begin a new continuing appointment with the Board for the 1991/1992 school year and for each school year thereafter.

B8.4 Employees can only accrue one (1) year of experience credit within a 12 month period.

### **Article B9 NO CUTS IN SALARY**

B9.1 No teacher presently on staff will suffer any loss in salary as a result of the implementation of any of the attached salary schedules.

### **Article B10 POSITIONS OF SPECIAL RESPONSIBILITY**

B10.1 If the Board creates a position of special responsibility:

B8.1.1 a description shall be written and a copy forwarded to the Union;

B8.1.2 the position will be posted with the description.

B10.2 The salary or allowance for such position shall be determined only after negotiation between the Board and the Teachers' Union Agreement Committee prior to the posting of the position.

### **Article B11 P.B.+15 (CATEGORY 6)**

B11.1 Teachers with Category 5 certification (PB/PS), plus 15 units of university credit acceptable to the Board, shall be paid on the Category 6 scale according to experience as otherwise provided herein.

B11.1.1 All courses to be credited to the 15 units must be numbered 300 or higher.

B11.1.2 One (1) course numbered 100 or 200 is acceptable providing it is a prerequisite for a 300 or higher number course in the area of study, and is followed by the higher numbered course.

B11.1.3 The 15 units is based on the University of BC's annual course credit organization. This is translated to 30 credits for universities on a semester organization (e.g. Simon Fraser University) and 45 credit hours for universities on a quarter system (e.g. Western Washington University).

B11.1.4 Applications shall be submitted to the Director of Human Resource Services by letter outlining appropriate courses taken along with an official transcript from the university.

B11.2 Teachers with Category 5 certification (PB/SB) plus 15 units of university credit acceptable to the School Board shall be paid on the Category 6 scale according to experience as otherwise provided herein. Category changes, for payroll purposes, shall be effective September 1st and January 1st. Applicants awaiting official documentation of course work completed prior to September and January should

notify the Director of Human Resource Services, in writing, that submission for category change is made.

## **Article B12 CATEGORY ELIMINATION**

B12.1 Teachers on the Category 2/EB level shall be paid at their respective experience levels on Category 3/EA.

## **Article B13 FIRST AID**

B13.1 A teacher who holds a valid occupational first aid certificate and who has been designated by the Board as a First Aid Attendant shall be paid an allowance of 1.23% of the P.A. Masters' Maximum per school year pro-rated for part of a school year as necessary. The Board shall reimburse such teacher with the appropriate first aid course fees on proof of successful completion of the course.

## **Article B14 MILEAGE ALLOWANCE**

B14.1 Teachers who were in receipt of a mileage allowance in the 1987-88 school year shall continue to receive those allowances provided the assigned duties continue and any new teacher assigned to similar duties may be authorized by the Board to receive the same allowance at the rate being paid by the Ministry of Education.

## **Article B15 PAY PERIODS**

B15.1 Employees on temporary contract or employees on continuing contract hired after July 1st shall be paid in 10 monthly installments starting September 1st with a mid-month advance of approximately one-half (1/2) of net salary. Such mid-month advances will normally be paid on the teaching day closest to the 15th of the month. The month-end payment will be made on the last day of the month.

B15.2 All other employees shall be paid over 12 months, commencing July 1st, 1993 with a mid-month advance of approximately one-half of net salary paid on the teaching day closest to the 15th of the month, and the final monthly pay on the last day of the month. Such payments will be deposited by the Board to the financial institute authorized by the employee.

B15.3 Employees not planning to work for a full year shall notify the Board in writing of their intentions prior to the commencement of the new school year July 1st. They shall be paid one-tenth (1/10) of their annual salary per month for each month worked based on their specific assignment.

B15.4 The Board shall take such steps as to insure that no employee's pension contributions or date of superannuation is adversely affected by the above pay period provision.

- B15.5 Should any employee resign from the Board's employ after June 30th and before the beginning of school, the employee shall be required to refund any advance payments he/she may have received. Similarly, any termination before the end of a full school year (June 30th) may result in an adjustment to pay (see attached table).
- B15.6 Night/Summer School Teachers shall be paid once a month by cheque at the end of the month.

<b>MONTH</b>	<b>ACCUMULATIVE % PAID</b>	<b>ACCUMULATIVE % OF YEAR WORKED</b>	<b>DIFFERENCE PAYABLE</b>
July	8.33%	0%	8.33%
August	16.67%	0%	16.67%
September	25.00%	10%	15.00%
October	33.30%	20%	13.33%
November	41.67%	30%	11.67%
December	50.00%	40%	10.00%
January	58.33%	50%	8.33%
February	66.67%	60%	6.67%
March	75.00%	70%	5.00%
April	83.33%	80%	3.33%
May	91.67%	90%	1.67%
June	100.00%	100%	0.00%

**Article B16 PART MONTH PAYMENTS AND DEDUCTIONS**

- B16.1 The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the teacher.
- B16.2 A temporary teacher shall be paid 1/10 of current annual salary while a continuing teacher shall be paid 1/12 of current annual salary in respect of each month in which the teacher works all prescribed school days.

## **Article B17 BENEFITS, PREMIUMS AND COVERAGE**

- B17.1 The School Board shall pay 80% of the cost of the Medical Services Plan of BC, and the Extended Health Benefits Plan of the Medical Services Association. The Board agrees to contribute to the cost of the Vision Care Benefit and Audio Care Benefit specifying \$200.00 as being the maximum claimable during any 24 month period.
- B17.2 The School Board shall pay 80% of the premiums of the BCTF/BCSTA Group Insurance Plan "A" for each full time and part time teacher employed by the Board.
- B17.3 The School Board shall pay 80% of the premium costs of the Medical Services Association Dental Plan. The Plan available to the teachers shall be:
- Plan A (100%)
- Plan B (100%)
- Plan C (50% - \$2,500 Maximum)
- B17.4 The entire premium cost of the Long Term Disability Plan in effect shall be paid by the teachers and administered by the Board.
- B17.5 If a teacher who is receiving salary under a Salary Indemnity or Long Term Disability Plan prepaays for one year his/her share of the premiums due under other teachers' Benefit Plans in the district, the Board will continue to pay its share of such premiums for a period of one (1) year after the expiration of the teacher's sick leave benefits.
- B17.6 Employee Assistance Plan
- B15.6.1 The Board shall pay 80% of the cost of the mutually agreed upon Employee Assistance Plan.
- B15.6.2 The Employee Assistance Plan shall cover a full range of counselling services while maintaining strict confidentiality. This shall include counselling for employees (and their families) charged with child abuse and subsequently exonerated.
- B17.7 Benefit Plan Information and Changes
- B17.7.1 The Board shall provide the Teachers' Union with a copy of the current policy in effect for each of the teacher benefit plans, and shall provide the Union with a copy of any financial/actuarial statements for those benefit plans at the time that they are provided to the Board.
- B17.7.2 The coverage and premiums under these plans shall not be altered or amended without prior consultation and agreement from the Teachers' Union. The carrier(s) will not be changed without prior consultation with the Teachers' Union.

## **Article B18 GENERAL BENEFITS ENTITLEMENT**

- B18.1 The Board shall provide each teacher with an application or enrollment form for participation in the medical, dental, extended health and group life insurance benefit plans. In the event a teacher does not wish to participate in any particular benefit plan where opting out is an option, the application or enrollment form must be so noted by the teacher and kept on file by the Board.
- B18.2 At the time of appointment, the Board shall advise each teacher by letter of those benefit plans available to teachers, the cost of those plans, and of those plans in which the teacher may be enrolled.
- B18.3 The Board will assist teachers in obtaining required benefits from the various benefit plans.
- B18.4 The Board shall advise all teachers, including certificated teachers on call and teachers who are engaged in a less than half time capacity, that they may elect to contribute to the Teachers' Pension Plan through submission of a request to the Board, with a copy to the Commissioner of Teachers' Pensions, that pension contributions be deducted.
- B18.5 The Board shall ensure that benefits begin from the starting date of employment unless the teacher commences employment in the middle of the month. If the teacher begins employment at the beginning of the month benefits will commence on the first day of the following month.
- B18.6 Benefit coverage shall be extended to the end of the teaching month following a deduction of premiums.
- B18.7 At the request of the teacher, the Board shall provide a benefits summary which shall include a full listing of all benefits by which the teacher and dependents, if any, are covered.

## **Article B19 BENEFIT PAYMENTS ON DEATH**

- B19.1 In the event of the death of a teacher with six (6) months or more continuous service with the Board, the Board shall pay three (3) month's salary to the widow or widower or to the teacher's designate or to the estate, as well as any amount earned by the deceased up to the last date of employment with the Board.
- B19.2 In addition to the payment in B17.1, the Board will also pay one (1) additional month's salary for any employee who has been in the service of the Board for more than 10 years and covered by this Agreement.
- B19.3 The Board shall continue medical, extended health and dental benefits to the dependents of the deceased teacher previously covered for a period of six (6) months beyond the month in which the death occurs. Such continuation shall be paid for in

full by the Board. The dependents shall be notified in writing of the terms of these provisions when severance and other benefits are paid over.

## **Article B20 CLASSIFICATION OF TEACHERS**

- B20.1 Classification of teachers on the salary schedule, except as provided elsewhere in the Agreement, shall be:
- B20.1.1 For teachers already classified by the Ministry of Education according to the classification so established which shall relate to the Teacher Qualification Service, or its successor, categories as follows:
  - B20.1.2 The equivalent Teacher Qualification Service, or its successor, categories shall be Category 3 (EA); Category 4 (SC/PC); Category 5 (SB/PB); Category 6 (SA/PA).
  - B20.1.3 For all other teachers according to their category by the Teacher Qualification Service Board or its successor.

## **Article B21 JOINT COMMITTEE**

- B21.1 There shall be maintained a Joint Committee composed of two (2) persons representing the School Board and two (2) persons representing the New Westminister Teachers' Union.
- B21.1.1 This Committee shall consider all matters pertaining to placement on the schedule, and all other matters pertaining to the implementation of Articles in this Agreement, and the Joint Committee shall make recommendations to the Board.
  - B21.1.2 Should the Committee fail to agree or should the Board fail to adopt a Joint Committee recommendation concerning a matter submitted to it, the matter may then be subject to Article A6, Grievance Procedure, at A6.3.
- B21.2 Any teacher who considers that the credit granted for years of experience or the allowance being paid is not in accordance with the Agreement may submit written reasons for adjustment to the Joint Committee provided in this article.

## **C. EMPLOYMENT RIGHTS**

### **Article C1 RESIGNATION [P.C. #C.1]**

- C1.1 An employee may resign from the employ of the Board on 30 days prior written notice to the Board or such shorter period as mutually agreed. Such agreement shall not be unreasonably denied.



- C1.2 The Board shall provide the local with a copy of any notice of resignation when it is received.

## **Article C2 EMPLOYMENT ON CONTINUING CONTRACT**

- C2.1 All teachers appointed by the Board to the teaching staff of the district shall be appointed on a continuing contract of employment, except for

C2.1.1 temporary appointments who will be used to fill positions which are temporarily vacant or temporarily existing;

C2.1.2 employees on call, subject to the provisions of this agreement; and

C2.1.3 Summer/Night School teachers.

## **Article C3 SENIORITY / LAY OFF / RECALL / SEVERANCE PAY**

- C3.1 Principle of Security of Employment for Teachers with Continuing Appointments

The Board and the Union agree that increased length of service in the employment of the Board entitles teachers to commensurate increase in the security of teaching employment, consistent with the policy of the district.

- C3.2 Definition of Seniority

C3.2.1 In this article, “seniority” means a teacher’s continuous length of service in the employment of the Board, dating from the day the teacher commences duties, inclusive of service under temporary appointment and part time teaching, and including continuous service in the district prior to termination under the conditions of this article. For the purposes of calculating length of service, part time teaching shall be credited fully as if it were full time service.

C3.2.2 When the seniority of two or more teachers is equal pursuant to C3.2.1, the teacher with the earliest date of letter of appointment shall be deemed to have the greatest seniority.

C3.2.3 When the seniority of two or more teachers is equal pursuant to C3.2.2, the teacher with the greatest number of days of on call teaching (following September 1st, 1983) with the Board prior to the appointment, shall be deemed to have the greatest seniority.

C3.2.4 When the seniority of two or more teachers is equal pursuant to C3.2.3, teachers with the greatest aggregate length of service recognized for salary experience purposes in the salary agreement shall be deemed to have the greatest seniority.

- C3.2.5 For the purposes of this article, all Board-approved leaves of absence shall count toward continuous length of service with the Board.
  - C3.2.6 For the purpose of this agreement, continuity of service shall be deemed not to have been broken by maternity leave.
  - C3.2.7 The maximum seniority that an employee may accrue in one (1) school year may not exceed 1.0 years.
- C3.3 Definition of Qualifications
- C3.3.1 In this agreement, “necessary qualifications” in respect of a teaching position which are determined by the Superintendent will mean the possession of a valid BC Teaching Certificate; evidence of satisfactory teaching experience and one or more of the following:
    - C3.3.1.1 a reasonable expectation, based on a teacher’s demonstrated skills and classroom abilities that he/she will be able to carry out the responsibilities of the position in a successful manner;
    - C3.3.1.2 a University major or minor or the recognized equivalent, directly related to the teaching position;
    - C3.3.1.3 recent demonstrated successful experience in a similar position;
    - C3.3.1.4 recent successful completion of credit courses and evidence of involvement in other Professional Development activities related to the teaching position.
  - C3.3.2 Should a teacher who has been laid off, or who has not been offered re-engagement under C2.5, raise a question as to whether he/she possesses the necessary qualifications for a position, the teacher may refer the question to the provisions of C2.9.1 of this Agreement within seven (7) calendar days of the receipt of the notification. This shall be done in a letter to the Superintendent with a copy to the President of the New Westminster Teachers’ Union.
- C3.4 Security of Employment on Seniority and Qualifications
- C3.4.1 Where the Board finds it necessary to lay off teachers for reasons other than those specified in Section 92(3) of the *School Act*, 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 position available.
  - C3.4.2 The Board and the Union agree that the transfer process set out in Article E4 will apply when the balancing of school staffs is required after lay-offs occur. This procedure will be in accordance with the posting and filling of

positions outlined in Articles E10 and E11. If, at the end of the procedure, no teacher on the seniority list has applied for a position, a Board initiated transfer will occur as outlined in Article E4. It is clearly understood that any such Board actions are subject to the Grievance Procedure.

- C3.4.3 The Board shall give each continuing teacher it intends to lay off pursuant to Article C3, 30 days notice in writing, such notice to be effective at the end of a school term, and to contain the reason for the lay off, and a list of the teaching positions, if any, in respect of which the board proposes to retain a teacher with less seniority. The Board shall concurrently forward a copy of such notice to the Union. The requirement that the effective date of the notice be at the end of a school term does not apply where the Board makes an appointment to a position which is temporarily vacant due to leave of absence and which the Board reasonably believes will cease to be vacant at a time other than the end of a school term.
  - C3.4.3.1 The minimum 30 day notice will become effective at the end of November or the end of March if the district experiences a significant and unpredicted decline in the population of students in September and/or in January.
  - C3.4.3.2 When a lay off of a teacher is the result of a successful appeal under C3.9 for that teacher's position, the notice will become effective at the end of a minimum 30 day period.
- C3.5 Teachers' Rights of Re-Engagement
  - C3.5.1 A teacher who is on a continuing appointment and has been laid off and who wishes to be recognized for recall to fill a position which may become available in the district shall apply in writing, within 30 days of the effective date of the lay off, giving name and current address and confirm his/her position in order of seniority on the recall list.
  - C3.5.2 Information regarding any teaching positions of at least a school term that may become available in the district will be communicated by double registered letter to all teachers (on the recall list) at their last known address. A copy of such notice of vacancy shall be forwarded concurrently to the New Westminster Teachers' Union. It will be the responsibility of each teacher to provide a current address to the district.
  - C3.5.3 When a position on the teaching staff of the district becomes available, the Board shall, notwithstanding any other provision of this agreement, first offer recall to the teacher who has the most seniority among those laid off pursuant to this article, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the

position is filled. All positions shall be filled in this manner while there are remaining teachers who have been laid off pursuant to this article.

- C3.5.4 A teacher who is offered re-engagement pursuant to C3.5.3 shall inform the Board whether or not the offer is accepted, within 48 hours of the receipt of such offer.
  - C3.5.5 The Board shall allow up to seven (7) calendar days from acceptance of an offer under paragraph C3.5.4 for the teacher to commence teaching duties. A longer period shall be allowed where mutually agreeable.
  - C3.5.6 A teacher's right to remain on the recall list under this Article is forfeited if
    - C3.5.6.1 a teacher elects to receive severance pay under C3.10 (Severance Pay) of the Security of Employment for Teachers with Continuing Appointments (Bill 3 Exemption);
    - C3.5.6.2 the teacher refuses to accept offers for three (3) different positions for which he/she possesses the necessary qualifications, provided such offers are for a period of one (1) school term or more;
    - C3.5.6.3 the teacher has not been re-engaged within 27 calendar months of the date of lay off under this Article;
    - C3.5.6.4 the teacher has accepted a continuing appointment in another school district or within the Ministry;
    - C3.5.6.5 C3.5.6.2 does not apply if at the time of such offers the teacher would be entitled to maternity leave, or is attending university full time.
  - C3.5.7 Upon re-engagement, a teacher shall be entitled to a continuing appointment to the teaching staff of the district.
- C3.6 Seniority List
- C3.6.1 The Board shall, by October 15th of each year, forward to the Union a list of all teachers employed by the Board (in order of seniority calculated according to, Article C3.2, Definition of Seniority, as of September 1st of that year. Challenges to this list must be made in writing to the Superintendent by November 15th.
- C3.7 Sick Leave
- C3.7.1 A teacher recalled pursuant to C3.5 shall be entitled to all sick leave credit accumulated at the date of lay off.

C3.8 Benefits

C3.8.1 A member who retains the right to re-engagement pursuant to C3.5 shall be entitled, if otherwise eligible, to maintain participation, at no cost to the Board, in all benefits provided in this agreement.

C3.9 Appeal Procedure

C3.9.1 Where a difference arises between the parties relating to the interpretation and application of the provisions of this agreement, or where an employee has a grievance on the grounds of reasonableness and good faith that cannot be resolved within seven (7) calendar days by the concerted efforts of a committee made up of a representative of the Board and a representative of the New Westminster Teachers' Union, all matters shall then be referred to the Appeal Committee which shall

C3.9.1.1 investigate the difference or grievance;

C3.9.1.2 define the issue in the difference or grievance; and

C3.9.1.3 issue written decisions to resolve the difference or grievance within seven (7) calendar days of the date of receipt of such request.

C3.9.2 A majority decision of the Appeal Committee shall be final and binding on the parties irrespective of the grievance procedure as provided in this agreement.

C3.9.3 The Appeal Committee shall be composed of five (5) members:

C3.9.3.1 two (2) members of the New Westminster Teachers' Union appointed by the Union and holding continuing appointments;

C3.9.3.2 two (2) members appointed by the Board, both holding Teaching Certificates and both members of the excluded staff employed by the Board; and

C3.9.3.3 a Chairperson.

C3.9.4 The Chairperson of the Committee shall be appointed by agreement of the two (2) parties. In the event that the parties cannot agree to the selection of a Chairperson, the Chairperson of the Labour Relations Board shall be requested to make that determination.

C3.9.5 All costs of the Chairperson of the Committee shall be shared equally by both parties.

### C3.10 Severance Pay

- C3.10.1 A teacher on continuing appointment who has one (1) or more years of continuous employment with SD No. 40 (New Westminster) and who is laid off, save and except a teacher who is dismissed for just and reasonable cause or pursuant to Section 92(3) of the *School Act* may elect to receive severance pay at any time before the teacher's right to re-engagement pursuant to C3.5 is lost, i.e. 27 months.
- C3.10.2 Severance pay shall be calculated at the rate of 5% of one (1) year's salary for each year of service with SD No. 40 (New Westminster) to a maximum of equal to two (2) years' salary. Salary on which severance pay is calculated shall be based on the teacher's full time equivalent salary at the time of his/her termination of employment.
- C3.10.3 A teacher who receives severance pay pursuant to this article and who, notwithstanding C3.5, is subsequently rehired by the Board, shall retain any payment made under the terms of this Article, and in such case, for purposes only of C3.10 of this paragraph, the calculation of years of service shall commence with the date of such rehiring.

## **Article C4 SUSPENSION, DISMISSAL AND DISCIPLINARY ACTION**

- C4.1 Pursuant to Section 15 of the *School Act* and Section 84 of the *Labour Relations Code*, the Board may not dismiss or take disciplinary action save and except for just and reasonable cause.
- C4.2 Procedures regarding dismissal for unsatisfactory performance are addressed in Article C5 of this agreement.
- C4.3 Where an employee is under investigation by the Board for any cause, the employee and the Union shall be advised in writing of that fact immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified at the earliest reasonable time and before any action is taken by the Board, and the employee shall be advised of the right to be accompanied by a representative of the Union at any interview or meeting in conjunction with such investigation or discipline.
- C4.4 The parties shall not release to the media or the public information in respect of the suspension or dismissal of a teacher except as agreed by both parties or except by joint release agreed upon by both parties.
- C4.5 The Board shall neither suspend (other than a suspension to which Section 15 of the *School Act* applies) nor dismiss any person bound by this agreement unless it has, prior to considering such action, held a meeting of the Board or a committee of the Board (including the Superintendent of Schools and/or designate) with the employee entitled to be present, in respect of which

- C4.5.1 the employee and the Union shall be given 72 hours notice of the hearing and a written statement of the grounds for the contemplated action;
  - C4.5.2 twenty-four (24) hours prior to the hearing, both parties shall exchange all documents that will be considered at the hearing;
  - C4.5.3 the Union on behalf of the employee may file a written reply to the allegations prior to the meeting;
  - C4.5.4 at such meeting the employee shall be accompanied by a representative and/or advocate appointed by the Union and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board and to present witnesses on behalf of the employee, and to ask questions of clarification, or procedure and information;
  - C4.5.5 in the case of suspension, the meeting referred to herein may be waived by mutual agreement.
- C4.6 Differences respecting dismissal and disciplinary action shall be subject to the grievance procedure in Article A6 of this agreement.
- C4.6.1 Dismissal grievances may be initiated at Step 3 of the Grievance Procedure.
- C4.7 An employee will receive written reasons for any formal discipline at the earliest possible time, and such reasons will contain a statement of the grounds for discipline.
- C4.8 Provided the conduct of an employee subsequent to the decision to discipline does not give rise to the need for further discipline, the Board agrees that the statement of the grounds for discipline, and related information, shall be the material relied upon during the arbitration process.
- C4.9 Any suspension pursuant to Section 15(4) of the *School Act* shall be a suspension with pay unless the Board proceeds in accordance with this Article.

**Article C5 PROCEDURES WHERE DISMISSAL IS BASED ON PERFORMANCE**

- C5.1 The Board shall not dismiss a teacher except where the Board has received three (3) reports pursuant to Article E5 of this Agreement indicating that the learning situation in the class or classes of the teacher is less than satisfactory.
- C5.2 The reports referred to in C5.1 shall be prepared in accordance with the process established in Article E5 (Evaluation of Teachers) of this Agreement, and in accordance with the following conditions:

- C5.2.1 the reports shall have been issued in a period of not less than 12 or more than 24 months;
- C5.2.2 at least one (1) of the reports shall be a report of a District Superintendent of Schools, a Superintendent of Schools or an Assistant Superintendent of Schools;
- C5.2.3 the other two (2) reports shall include only reports of:
  - C5.2.3.1 a District Superintendent of Schools, a Superintendent of Schools or an Assistant Superintendent of Schools;
  - C5.2.3.2 a Director of Instruction, or
  - C5.2.3.3 the principal of a school to which the teacher is assigned.
- C5.2.4 Where more than one (1) of the three (3) reports is written by the same person at least six (6) months shall have elapsed between the writing of the first and the final report by that person.
- C5.2.5 The reports shall be written independently of each other.
- C5.2.6 Where the Board has, after the receipt of one (1) or more such reports, recommended to the teacher, and the teacher has accepted the recommendation, that the teacher undertake an agreed program of professional or academic instruction, or both, the remaining report or reports shall be based on inspection of the learning situation or other duties of the teacher not less than three (3) or more than six (6) months after the teacher has returned to his/her duties and each report shall be issued within two (2) weeks of the inspection.
- C5.3 Where the Board intends to dismiss a teacher on grounds of less than satisfactory teaching situation, it shall, no later than two (2) calendar months prior to the end of a school term, notify the teacher and the President of the Union of such intention and provide an opportunity for the teacher and her/his representative to meet with the Superintendent and the Board within 14 days of such notice.
- C5.4 Where, subsequent to such meeting, the Board decides to dismiss a teacher, it shall issue notice of dismissal at least one (1) month prior to the end of a school term, to be effective at the end of that school term, setting out the grounds for such action.

## **Article C6 RETRAINING**

- C6.1 Retraining of teachers is a shared responsibility among the Board, the individual teacher and the Teachers' Union, within the limits of the district's personnel and financial resources.



- C6.2 Retraining is to be applied when a teacher has been reassigned to a significantly different grade level, teaching position, or subject area. The reassignment may have resulted from declining enrollment in a school or in the district, or from a reduction in a specific program. In all instances, clauses in this Agreement on seniority, qualifications and transfer shall apply.
- C6.3 The purpose of retraining is to provide sufficient curricular and organizational information to the teacher to allow him/her to adapt to the instructional requirements of a new position with confidence and in the shortest time possible.
- C6.4 Such retraining should involve
- C6.4.1 retraining ahead of anticipated or identified new assignments, such as new grade level, subject area, or special services; and
  - C6.4.2 combining of theory and practice as part of an appropriate retraining program.
- C6.5 Prior to assuming the new assignment, the teacher shall intern with a colleague at the assignment level or be assisted by colleagues and/or supervisory personnel. During the initial month of the new assignment, the teacher shall receive support from colleagues and supervisory personnel and be granted opportunity to visit other classes.

## **Article C7 PART-TIME EMPLOYEE'S PAY, BENEFITS AND RIGHTS**

- C7.1 Part time teaching is recognized as a valid alternative to full time teaching and one that provides opportunity for teachers to enter into shared teaching assignments or teaching assignments for specific periods of time. Consistent with the provisions of the *School Act* and Regulations, the following shall apply.
- C7.2 Definition
- A part time teacher is a teacher, other than a Teacher On Call, whose assignment is as follows:
- C7.2.1 all day for part of the school year; or
  - C7.2.2 all day not each day each week; or
  - C7.2.3 part of each day for a semester or the whole school year.
- C7.3 Access
- C7.3.1 An employee on a continuing appointment, on a full time assignment, may request a part time assignment.

- C7.3.2 Continuing employees on part time assignments retain the right to return to full time status upon the completion of an assignment of less than full time. Such employees returning to full time shall provide 30 days notice to the Board.
- C7.4 Application
  - C7.4.1 Applications for part time assignments shall be to Human Resource Services. Individuals' part time applications may be submitted in combination.
- C7.5 Rights and Responsibilities
  - C7.5.1 Part time teachers shall be entitled to the same rights and subject to the same responsibilities as full time teachers.
- C7.6 Tenure
  - C7.6.1 Part time teachers employed on a temporary assignment shall be hired for a stated period of time.
  - C7.6.2 Teachers on continuing appointments shall retain that status even while on an assignment of less than full time and shall also retain their seniority.
- C7.7 Salary
  - C7.7.1 Part time employees shall be paid that portion of their regular scale placement that relates to the portion of the instructional week worked.
- C7.8 Preparation Time
  - C7.8.1 Part time employees shall receive the amount of preparation time as specified in Article D2 of this agreement.
- C7.9 Benefits
  - C7.9.1 Part time employees of 0.40 FTE or more of a teaching assignment shall be eligible to participate in all benefit plans available to full time employees.
  - C7.9.2 Teachers who move from full time to part time shall be considered to be on leave so that they may purchase pensionable service to provide a full year pension credit at no cost to the Board. An additional year of pension credit may be purchased upon application to the Superintendent, or designate.

- C7.10 Sick Leave
- C7.10.1 On a pro-rated basis, part time employees shall be eligible for sick leave provisions as specified in Article G1 of this agreement.
- C7.11 Professional Development
- C7.11.1 Part time employees who are requested by the principal or designate, and agree to undertake professional development or in-service activities which occur outside of their regularly scheduled instructional assignment shall be paid the applicable TOC rate.
- C7.12 Appeal
- C7.12.1 Should any teacher have any concerns regarding the interpretation and application of any part of this article, he/she shall have recourse of appeal through the established grievance procedure.

## **Article C8 TEMPORARY TEACHERS' EMPLOYMENT RIGHTS**

- C8.1 Employment of Temporary Contract Teachers
- C8.1.1 The Board shall appoint teachers on temporary contracts to positions which are temporarily vacant or temporarily existing.
- C8.1.2 A position which exists for more than two (2) consecutive years shall be deemed not to be a position temporarily existing.
- C8.1.3 The Board agrees to provide to the Union no later than October 1st in any 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.
- C8.1.4 If a teacher is known to be absent for over 25 days, he/she will be replaced by a teacher on a temporary contract.
- C8.2 Re-Employment of Temporary Contract Teachers
- C8.2.1 Teachers who have been employed by the Board on one (1) or more temporary contracts of four (4) continuous months full time equivalent of one (1) assignment, and have not received a less than satisfactory report, shall be entitled to further available temporary contracts. The teachers selected for available temporary contracts shall be those with the greatest seniority, provided they possess the necessary qualifications for the positions available. In this article, "seniority" and "necessary qualifications" have the same meaning as in Article C3.

## Process

- C8.2.1.1 When a temporary position of at least a semester or term becomes available, the district shall first offer re-engagement to the teacher on the temporary list who has the longest service with the district provided that teacher possesses the necessary qualifications for the position available. If that teacher declines the offer, the position shall be offered to the temporary teacher with the next longest service and the necessary qualifications. This process shall be repeated until the position is filled.
- C8.2.1.2 It is understood that the recall and placement of teachers on continuing appointments shall take precedence over the appointment of temporary teachers.
- C8.2.1.3 It is the responsibility of each temporary teacher to provide a current address and telephone number to the district.
- C8.2.1.4 The right of re-employment shall be forfeited if:
- C8.2.1.4.1 offers of two (2) different positions are declined;
  - C8.2.1.4.2 the teacher has not been re-engaged within 15 months of the terminal date of the last temporary appointment.
- C8.2.1.5 Should any question arise within seven (7) calendar days of re-employment of a temporary teacher as to whether the teacher has or does not have the necessary qualifications for a particular teaching position, the question shall be referred to the Qualifications Committee.
- The Qualifications Committee shall be composed of four (4) persons, namely two (2) representatives from the New Westminster Teachers' Union and two (2) representatives of the Board's excluded staff who hold teaching certificates. The recommendations of the Committee shall be presented to the Board for approval. To enable a time frame for the appeal process to take place, all temporary appointments shall be pro tem to become effective 30 days after employment.
- C8.2.1.6 All experience from September, 1980, on a temporary contract, judged satisfactory in a principal's evaluation report shall be cumulative in calendar months of experience for seniority purposes. This clause shall apply to all teachers on temporary contracts employed on June 30, 1985, and/or any other temporary contracts thereafter.

C8.2.1.7 Maternity leave will be granted within the term of a temporary contract.

C8.3 Conversion to Continuing Contract

C8.3.1 Teachers who have been employed by the Board on temporary contracts shall be entitled to available continuing contracts as provided in Article E4, Transfers and Assignments.

C8.3.2 A teacher on a temporary contract shall be granted a continuing contract of employment, provided that the teacher has been employed under temporary contract for a minimum of 12 consecutive school months.

C8.3.3 Community Education

C8.3.3.1 Effective July 1st, 1999, any employee on a temporary contract who is employed either part time or full time shall be made a continuing employee at the latest after two (2) years.

**Article C9 VANDALISM OF TEACHERS' VEHICLES**

C9.1 The Board will reimburse an employee whose motor vehicle is damaged due to vandalism provided the vandalism occurs while the employee is in attendance at a function directly related to his/her assignment.

Guidelines

C9.2 The employee provides the Board with a receipt covering the cost of repairs.

C9.3 Payment will be limited to \$50.00 or the actual cost, whichever is the lesser.

C9.4 The employee reports the incident to the local Police and also files with the Board the names of any persons suspected of causing the damage.

C9.5 A written statement of claim is filed by the employee certifying the above.

**Article C10 TEACHERS' PROPERTY LOSS OR DAMAGE**

C10.1 Compensation will be made to members of the Teachers' Union who suffer loss or damage to equipment or teaching aids brought to school district premises by the members for use in teaching duties provided that:

C10.1.1 Each article has been registered by serial number or otherwise with the principal (copy to Secretary-Treasurer) at the beginning of the period of time that it is brought into the school. The principal may decline to register an article following discussion with the teacher and taking into

consideration the nature and actual value of the article and its value to the program.

- C10.1.2 A realistic estimate of the value of each article is recorded with the registration.
- C10.1.3 The loss or damage is not the result of negligence on the part of the New Westminster Teachers' Union member claiming compensation.
- C10.1.4 A homeowner or renter's insurance policy is carried by the teacher on his/her personal effects.
- C10.1.5 A fund totaling \$1,000.00 will be established. This fund will cover teachers' claims related to loss or damage of the above mentioned property up to a maximum of \$50.00 of the insurance deductible on proof that the claim has been paid. The fund will be administered by the Board with reports to the NWTU at the end of the school year or on request.

## **Article C11 TEACHER ON CALL HIRING PRACTICES**

### **C11.1 Teacher On Call List**

- C11.1.1 The Board shall maintain a list of persons who are qualified and have requested to be placed on the list of on call teachers. The Board shall forward a copy of such a list to the Union in the month of September, and in the month of January in each school year.
- C11.1.2 Subject to this Article, the Board shall not remove a person from the list of teachers on call unless written reasons have been given to the Teacher On Call with a copy to the Union.

### **C11.2 Teacher On Call Hiring**

- C11.2.1 In appointing teachers on call, the Board shall, pursuant to Section 19 of the *School Act*, select a person on the list qualified for the assignment who possesses a valid BC teaching certificate, in preference to a person not possessing such a certificate.
- C11.2.2 The Board may appoint persons not on the list to a Teacher On Call assignment only in the event that no available person on the list possesses the necessary qualifications for the assignment.

## **Article C12 INDEMNIFICATION**

- C12.1 The Board shall indemnify and save harmless all teachers from any damages or costs awarded against them and from any expenses incurred by them as a result of any action or proceeding, whether civil or criminal, arising from any acts or omissions

which occurred during or arose out of the performance of their duties, including a duty imposed by any statute. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.

C12.2 The above section does not provide a defense where

C12.2.1 a teacher has, in relation to the conduct that is the subject matter of the action, been proved guilty of dishonesty, gross negligence, or malicious or willful misconduct; or

C12.2.2 the cause of action is libel or slander.

### **Article C13 STAFF ORIENTATION**

C13.1 All members new to the staff of the Board shall receive within the first 60 days of commencing duties an orientation jointly provided by the Board and the Union.

C13.2 The orientation shall acquaint employees with the basic operation of the school district and the school as well as the rights and responsibilities of the collective agreement.

## **D. WORKING CONDITIONS**

### **Article D1 HOURS OF INSTRUCTION**

D1.1 No elementary teacher shall be required to offer instruction for more than five (5) hours per day, or 25 hours per five-day week, including preparation time. No secondary teacher or Community Education employee shall be required to offer instruction for more than five and one-half (5.5) hours per day, or 27.5 hour per five-day week, including preparation time.

### **Article D2 PREPARATION TIME - ELEMENTARY AND SECONDARY SCHOOLS**

D2.1 Each full time elementary teacher shall be entitled in each five-day week to 100 minutes of free time from instructional and supervisory duties during the school day which is exclusive of recess and noon intermission.

D2.2 Part time elementary teachers at 0.50 FTE or above shall receive a pro rata entitlement based on their full time equivalent assignment to the school.

D2.3 Where practicable, the unassigned time shall be scheduled in modules of not less than 20 minutes.

- D2.4 The Board shall continue the practice of providing preparation time equivalent to one (1) block in eight (8) for full time teachers in secondary schools or pro rata for part time teachers at 0.50 FTE or above.
- D2.5 Preparation time in Community Education shall be unscheduled and undefined and is arranged within each program according to student needs, co-operative planning and consistent with practices established in Community Education.

### **Article D3 REGULAR WORK YEAR FOR TEACHERS**

- D3.1 The school year as determined by the *School Act* and appropriate regulations and set out annually in a Ministry of Education Information Circular shall be considered as the employee work year.
- D3.2 Teachers covered by this Agreement who agree upon request in writing by the Board to work beyond the last working day in June (unless regular school work is unfinished), during the Christmas or Spring break, or prior to the first working day in September, shall have the option to be paid at a scale rate of one (1) over the number of prescribed school days in the year, as defined by the Ministry, times the annual salary and allowances, or to take equal time off in lieu, at a time mutually agreed, for each day so employed. This provision also applies to a teacher required by the Board to attend court during non-teaching days.
- D3.3 No teacher shall suffer loss of pay in the event of a Board ordered closure of a worksite or a Board ordered cancellation of student attendance. No teacher shall be required to report to work in either of the above circumstances.
- D3.4 Community Education Employee
- D3.4.1 Community Education recognizes a school year for employees which is equivalent to the school year set out in the school calendar regulations. Programs operate day and night, on weekends and year round; thus, traditional school year cycles and vacation arrangement may not be suitable for most of the time. The flexibility required by Community Education can and should be advantageous to employees as well.
- D3.4.2 Employees who agree to work beyond the work year set out in D3.4.1 above will be paid pursuant to D3.2
- D3.4.3 The rationale of this flexibility is to assist in providing continuous service to learners, to develop new programs, support newly developed programs, as well as enable employees to creatively bank and cluster vacation time in lieu of additional cost to the Board. This flexibility will allow employees to take extended vacations periodically, whereas the traditional school year limits employees to July and August each year.
- D3.4.4 In order to adequately plan for the maintenance and development of the various educational programs within Community Education, and to



provide continuous service to learners, budget information and the funding formula for distributing the funds to the various programs must be made available to the union as soon as possible after April 20th. Decisions about operating evenings, weekends, Christmas Break, Spring Break or Summer should be decided by the individual programs by May 15th for the following period: September 1st to and including August 30th.

D3.4.5 D3.3 shall also apply to Community Education Employees.

#### **Article D4 SUPERVISION DUTIES (NOON HOUR)**

D4.1 No teacher shall be required to perform school supervision duties during the school's regularly scheduled noon intermission, before or after school, and will be expected to supervise, at most, only one (1) recess per week. The duty roster shall be set by the staff committee in each school.

#### **Article D5 EXTRA-CURRICULAR ACTIVITIES**

D5.1 Extra-curricular activities and programs are defined as being those aspects of pupils' school life provided by teachers which are beyond the activities relating to provincially and locally established curricula.

D5.2 While the Board and the Union agree that extra-curricular activities are an important aspect of school programs for pupils, it is recognized that extra-curricular activities are assumed by a teacher on a voluntary basis.

D5.3 Extra-curricular activities shall not form any part of a job description, or evaluation of a teacher unless requested by the teacher.

D5.4 While voluntarily involved in extra-curricular activities, teachers shall be considered to be acting in the employ of the Board, for purposes of liability of the Board and coverage by the Board's insurance.

D5.5 The Board agrees not to enter into an agreement with any teacher which reduces the hours of instruction in compensation for providing extra-curricular activities.

#### **Article D6 AVAILABILITY OF TEACHERS ON CALL**

D6.1 A Teacher On Call shall be provided by the Board during the absence of any teacher who has teaching assignments except that

D6.1.1 in the event of an emergency a Senior Administrator or Administrative Officer may perform the duties of the absent teacher; or

D6.1.2 if, after the beginning of a school day, a teacher has to leave his/her teaching assignment, a senior administrator or administrative officer may perform the duties of the absent teacher; or

- D6.1.3 in Community Education programs, the callout of a Teacher On Call will be at the discretion of the Program team, taking into account the expected number of students in attendance, the number of employees absent, and the nature of the class(es) of the absent employee(s).
- D6.2 In the event of a long-term absence and where it is evident to the principal that students' needs would not be met, a teacher currently employed in the school may be asked to perform the duties of the absent teacher and a Teacher On Call found to take the replacement teacher's place.
- D6.3 Duties other than the teacher's normal workload shall not be assigned.

**Article D7 STAFF MEETINGS**

- D7.1 Teachers must attend staff meetings in accordance with the provisions of this Article unless excused by their principal.
  - D7.1.1 The principal shall give seven (7) days' notice of a staff meeting. Where seven (7) days advance notice is not given, teachers shall make every possible effort to attend the meeting.
  - D7.1.2 An agenda of items shall be given to teachers 24 hours prior to any staff meeting where possible.
  - D7.1.3 Teachers may place items on the agenda to be considered.
  - D7.1.4 Written minutes shall be maintained and copies shall be provided to staff.
- D7.2 Staff meetings shall be held on school days as defined by the school year calendar set by the Ministry of Education. Such meetings shall not be scheduled:
  - D7.2.1 To commence more than one (1) hour prior to the beginning of classes;
  - D7.2.2 Commence no later than 10 minutes after classes conclude and last no longer than 90 minutes after regular dismissal time of students.
- D7.3 Teachers shall attend staff meetings held at recess, lunch hour or outside the above time frame on a voluntary basis.
- D7.4 Teachers shall make every possible effort to attend staff meetings that may extend beyond the time frame set out in this Article.
- D7.5 The staff may elect a chairperson to chair staff meetings.
- D7.6 Part time and itinerant teachers shall attend staff meetings whenever practicable or when the staff meeting is contiguous with the instructional assignment.
- D7.7 There shall be a maximum of four (4) hours of staff meetings per month.

- D7.8 Meetings for Community Education
- D7.8.1 Meetings involving teachers and/or administrators will be called to facilitate the cooperative delivery of education to all learners.
- D7.8.2 Notwithstanding the provisions of D7.8.1, meetings called by an administrator shall conform with D7.1, D7.5, and D7.7.

## **Article D8 STAFF COMMITTEES**

- D8.1 If the majority of the teaching staff in the school so decide, there shall be established a recognized staff committee in that school.
- D8.2 The size and membership of such a staff committee shall be determined by the teaching staff.
- D8.3 Subject to change by a majority vote of the school staff, the staff committee may consider any issue affecting the teaching and learning conditions within the school and make recommendations for improvement in the total teaching and learning situation.
- D8.4 Implementation:
- D8.4.1 The school administration shall consider written recommendations put forward by the staff committee.
- D8.4.2 Should the school administration, after consideration, not act on a recommendation of the staff committee, written reasons shall be provided to the staff committee, with a copy to the Superintendent of Schools.
- D8.4.3 Decisions made by a majority vote of the school staff and accepted by the administrator shall be binding on all members of the staff.

## **Article D9 LOCAL UNION INVOLVEMENT IN BOARD BUDGET PROCESS**

- D9.1 Representatives of the Union shall have the right to participate at any open meeting where the School Board or Board officials or administrators make or formulate budget decisions.

## **Article D10 POLICY CHANGES BY THE BOARD**

- D10.1 Policy changes by the Board shall be governed by the following statement which is in accordance with the District Policy on Policy Making: "The New Westminster Teachers' Union will be consulted prior to the adoption of policies which will affect the working lives of teachers or have a direct bearing upon the quality of education

received by the students. This process of consultation will allow sufficient timelines for written and oral presentations and responses to be made by both parties.”

## **Article D11 HEALTH AND SAFETY**

- D11.1 The Union and the Board shall participate in a Health and Safety Committee together with other representatives of interested groups in the district. The following recommendations of the Union on health and safety shall be brought to the attention of the Committee for its consideration and necessary action where appropriate.
- D11.2 Classes shall be conducted only in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic, safe and conducive to effective learning.
- D11.3 The following health standards shall be maintained in district schools:
- D11.3.1 specific problems which endanger the health and safety of individual teachers or students must be eliminated;
  - D11.3.2 adequate supplies of soap, toweling and tissue must be maintained; and
  - D11.3.3 an adequate, accessible supply of disposable gloves and disinfectant shall be provided in each school for teachers required to deal with students’ blood or other bodily fluids.

## **Article D12 HAZARDOUS MATERIALS**

- D12.1 The Board shall provide staff, time, and resources to ensure that the Workplace Hazardous Materials Information System (WHMIS) is fully implemented in all appropriate school sites and workplaces in the district.
- D12.2 The Board shall provide an education program annually to make sure that all appropriate employees understand the WHMIS labels and the Material Safety Data Sheets (MSDS), and they are fully instructed in precautionary measures concerning specific materials.

## **Article D13 HOME EDUCATION**

- D13.1 Educational services that may be required for home education students (as defined in the *School Act* Div. 4 (12 and 13), regulation Section (3) shall be provided by members of the bargaining unit.
- D13.2 The Board shall provide such resources as are agreed to between the Board and the affected parties to meet its statutory requirements in respect of home education students.

D13.3 A part time teacher who enrolls a class(es), or otherwise provides an educational program to school based students may be assigned duties in respect of home education students through a percent increase to his/her teaching assignment.

#### **Article D14 STUDENT MEDICATION AND MEDICAL PROCEDURES**

- D14.1 The provision of this article shall be in accordance with the applicable Inter-ministerial Protocol (1988).
- D14.2 Teachers shall not be called on to administer medication nor administer other medical procedures on a regular or predictable basis.
- D14.3 The administration of medication and/or other medical procedures shall be the responsibility of appropriate health personnel except for those mature students capable of and trained in self administration.
- D14.4 The board shall ensure that schools establish systems for administering medication and other medical procedures after consultation with teachers, parents, family physicians, the public health nurse and the medical health officer.
- D14.5 If exceptional circumstances prevent the foregoing from being applicable and teachers are requested to administer medication or other medical procedures, the following conditions constitute prerequisites:
- D14.5.1 teachers volunteer to provide the service; and
  - D14.5.2 teachers receive training appropriate to the required duties.

#### **Article D15 COPYRIGHT**

- D15.1 The ownership of and copyright to educational materials such as: teaching aids, films, outlines, notes, manuals, apparatus, which have been designed, written or constructed by teachers with materials, with funds, and/or technical or clerical assistance provided by the Board, is vested in the Board. If a teacher wishes, he/she may discuss details with the Board and an agreement will be reached to give copyrights to a teacher on the following conditions:
- D15.1.1 that the Board retains the right in perpetuity and without penalty to use these strategies/materials and/or alter these strategies/materials for their use but not for the purpose of profit; and
- D15.2 the Board may require that 10% of all royalties paid to, for or on behalf of the author, following such release of copyright by the Board to him/her, be repaid, retained or paid to the Board to defray the Board's costs of their development.

## **E. PERSONNEL PRACTICES**

### **Article E1 NON-SEXIST ENVIRONMENT [P.C. #E.1]**

- E1.1 A non-sexist environment is defined as that in which there is no discrimination against females or males by portraying them in gender stereotyped roles or by omitting their contributions.
- E1.2 The Board does not condone and will not tolerate any written or verbal expression of sexism. In September of each school year the Board and the Local shall jointly notify administrative officers and staff, in writing, of their commitment to a non-sexist environment.
- E1.3 The Board and the Local shall promote a non-sexist environment through the development, integration, and implementation of non-sexist educational programs, activities, and learning resources for both staff and students.

### **Article E2 HARASSMENT/SEXUAL HARASSMENT [P.C. #E.2]**

- E2.1 General
  - E2.1.1 The Board recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment.
  - E2.1.2 The Board considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to discipline and/or corrective actions. Such actions may include counselling, courses that develop an awareness of harassment, verbal warning, written warning, transfer, suspension or dismissal.
  - E2.1.3 No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.
  - E2.1.4 All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
  - E2.1.5 The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.
- E2.2 Definitions
  - E2.2.1 For the purpose of this article harassment shall be defined as including:
    - E2.2.1.1 sexual harassment; or

- E2.2.1.2 any improper behavior that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or
- E2.2.1.3 objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates, or humiliates another person; or
- E2.2.1.4 the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
- E2.2.1.5 such misuses of power or authority as intimidation, threats, coercion and blackmail.

E2.2.2 The definition of "sexual harassment" shall include:

- E2.2.2.1 any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behavior is unwelcome; or
- E2.2.2.2 any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
- E2.2.2.3 an implied promise of reward for complying with a request of a sexual nature; or
- E2.2.2.4 a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

E2.3 Resolution Procedure

E2.3.1 Step 1

- E2.3.1.1 The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express his/her feelings about the situation.
- E2.3.1.2 Before proceeding to Step 2, the complainant may approach his/her administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is

resolved to the complainant's satisfaction the matter is deemed to be resolved.

E2.3.2 Step 2

E2.3.2.1 If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.

E2.3.2.2 The Board shall notify in writing the alleged harasser of the complaint and provide notice of investigation.

E2.3.2.3 In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the Board and the Local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

E2.3.3 Step 3

E2.3.3.1 The Board shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.

E2.3.3.2 The investigation shall be conducted as soon as is reasonably possible and shall be completed in 10 working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

E2.4 Remedies

E2.4.1 Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:

E2.4.1.1 reinstatement of sick leave used as a result of the harassment;

E2.4.1.2 any necessary counselling where EFAP services are fully utilized or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;

E2.4.1.3 redress of any career advancement or success denied due to the negative effects of the harassment;



E2.4.1.4 recovery of other losses and/or remedies which are directly related to the harassment.

E2.4.2 Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.

E2.4.3 The Local and the complainant shall be informed in writing that disciplinary action was or was not taken.

E2.4.4 If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.

E2.4.5 If the Board fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A6, Grievance Procedure. In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

## E2.5 Training

E2.5.1 The Board, in consultation with the Union, shall be responsible for developing and implementing an ongoing harassment and sexual harassment awareness program for all employees.

Where a program currently exists and meets the criteria listed in this agreement, such a program shall be deemed to satisfy the provisions of this article. This awareness program shall initially be for all employees and shall be scheduled at least once annually for all new employees to attend.

E2.5.2 Within 12 months of the concluding of the collective agreement, the Board shall have a training program in place. The program shall include but not be limited to:

E2.5.2.1 the definitions of harassment and sexual harassment as outlined in this Agreement;

E2.5.2.2 understanding situations that are not harassment or sexual harassment, including exercising the Board's managerial and/or supervisory rights and responsibilities;

E2.5.2.3 developing an awareness of behaviour that is illegal and/or inappropriate;

- E2.5.2.4 outlining strategies to prevent harassment and sexual harassment;
- E2.5.2.5 a review of the resolution of harassment and sexual harassment as outlined in this Agreement;
- E2.5.2.6 understanding malicious complaints and the consequences of such;
- E2.5.2.7 outlining any board policy for dealing with harassment and sexual harassment;
- E2.5.2.8 outlining laws dealing with harassment and sexual harassment which apply to employees in BC.

### **Article E3 NO DISCRIMINATION**

- E3.1 The Board agrees in exercising its personnel management responsibilities that there shall be no discrimination exercised or practiced with respect to any Union member in the matter of hiring, wages, training, upgrading, promotion, transfer, lay off, recall, discipline, classification or discharge by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of his/her membership or activity in the Union or the BCTF.

### **Article E4 TRANSFERS AND ASSIGNMENTS**

- E4.1 Transfers Initiated by the Board
  - E4.1.1 Teachers are appointed to the district and assigned to a school.
  - E4.1.2 In order to provide the best quality of instruction for children, flexibility in staffing is essential, and this may necessitate the transfer of teachers. The three (3) criteria that must be considered in any transfer initiated by the Board are the needs of the district, the qualifications or expertise of the teachers and the seniority of teachers in the district. Teachers returning from leave shall not be subject to transfer more than any other member of the teaching staff of the district. Should a transfer be necessary, the other provisions of this article shall apply. Every effort will be made to assign teachers returning from leave to positions for which they have the necessary experience and qualifications.
  - E4.1.3 Teachers on maternity leave or medical leave who plan to return during the term or semester, within a school year, will be assigned to their original position.
  - E4.1.4 The purpose of teacher transfer initiated by the Board is to provide:

- E4.1.4.1 balanced staffing in accordance with the enrollment requirements of a school;
- E4.1.4.2 staff to specialized services or programs required by a school; and
- E4.1.4.3 when necessary, relief to situations of incompatibility.
- E4.1.5 Transfers shall not be initiated by the Board as a disciplinary measure.
- E4.1.6 A Board official intending to recommend transfer shall inform the teacher at the earliest opportunity prior to the recommendation being placed before the Board. The nature of the transfer, and the reasons for it, shall be communicated to the teacher. The teacher shall have the opportunity to consider the matter and reply within seven (7) days before the recommendation is placed before the Board.
- E4.1.7 If a teacher is transferred to a significantly different assignment, the Board shall provide adequate teacher support and in-service release time to ensure quality instruction.
- E4.1.8 Except in extenuating circumstances, a teacher who has been transferred shall not be subject to a Board initiated transfer without agreement for three (3) school years.

## **Article E5 EVALUATION OF TEACHING**

- E5.1 The Board and the Teachers' Union agree that teachers, school-based administrators and district administrators will be involved as supervisors in an on-going, effective and positive process of supervision leading to the improvement of instruction in the district.

Teachers possess skills and understanding which would make them effective supervisors for their colleagues.

Recognizing that self-motivation is the key, the main goals of supervision are the improvement of instruction through self-direction, self-analysis, and the enhancement of a supportive educational environment. When colleagues enter into a process of supervision a relationship of mutual trust should exist.

The district will work toward the implementation of Clinical Supervision as the model of Supervision of Instruction to be used in the schools.

Schools, with district support, will be encouraged to develop in-service programs that will provide the staff members with the skills and knowledge necessary to understand and practice Clinical Supervision.

To enhance their supervisory skills teachers will receive appropriate professional development and become available as supervisors.

In the 1984-85 school year classroom teachers may choose to use Clinical Supervision as a process leading to summative evaluation. Those teachers should have training in clinical supervision before the process begins.

Representatives of the Board and the Professional Development Committee of the Union will continue discussions to develop further and add to established criteria (personnel and process) in the Clinical Supervision Model.

## E5.2 Summative Evaluation of Teachers

### E5.2.1 Statement of Purpose

Summative Evaluation through teaching reports is a legally required process. As such it must conform with the requirements of the *School Act* and Regulations.

The integrity of the evaluation process is only maintained if the requirements of justice and due process are followed. The requirements cannot be so rigid or restrictive that the credibility of the evaluation process is brought into question. For the protection of the interests of the public and of the teacher, both parties in the summative evaluation process have an obligation to plan and to carry out a thorough and fair assessment.

### E5.2.2 The following statements define the obligations of the parties, i.e., the report writer and the teacher whose performance or effectiveness is to be assessed.

#### E5.2.2.1 The parties shall seek agreement on the process of evaluation and on the criteria by which the effectiveness of a teacher's performance is to be assessed.

Every teacher has a responsibility to help define the criteria which constitute valid descriptors of effective teaching. On the other hand, no individual should be in a position to impose his/her biases arbitrarily. General criteria should be developed on a school-wide or district wide basis and should be acceptable to teachers as a group. To raise awareness of teachers and to maintain the validity of these criteria, they should be regularly reviewed by school staffs and adapted to the needs of their respective schools. Further adaptation may be necessary to address individual teaching situations.

The teacher should seek assistance in obtaining a clear understanding of the criteria and the evaluation process.

Prejudgment of the outcome of the evaluation process should not be permitted to affect the design of a valid and thorough evaluation. Depth, comprehensiveness, and specificity of data collection and reporting may vary according to individual needs and circumstances. For example, reports on beginning teachers and teachers whose reports may be or have been less than satisfactory should be thoroughly documented, whereas a second report on a teacher whose assignment is relatively unchanged since his/her last report may constitute an update based on few current observations and may be referenced to supporting documents, if any.

Both parties should have the opportunity to select some of the predetermined observation times.

- E5.2.2.2 The criteria of effectiveness shall relate to those aspects of the teaching/learning situation which can reasonably be expected to be the teacher responsibility and over which the teacher has control.

Report writers should make appropriate allowances for factors such as availability of resources, unusual aspects of the teaching load, or the teacher's qualifications, which may impact upon teacher effectiveness. Where deviations from an ideal situation are significant, it may render satisfactory performance difficult, if not impossible.

- E5.2.2.3 The parties shall seek agreement on the time span of the evaluation process, and on the timetable for specific observations and conferences related to the evaluation process.

The agreement may be very detailed and specific or it may merely indicate that no preconference, or notice of an observation is desired by either party. The degree of structure in the timetabling should vary according to the situation and the respective needs of the teacher and the evaluator.

- E5.2.2.4 The evaluation process shall be based on sufficient observations which adequately reflect the teacher's assignment.

The process should not be an intrusive measure. Too frequent observations and conference sessions can, in themselves, affect the teacher's performance. Too few, or too sketchy a series of observations make the subsequent report suspect.

Each observation should be recorded by the report writer. Notes should be shared and discussed with the teacher.

E5.2.2.5 A teacher whose performance is found to have weaknesses shall have the opportunity to participate in a plan of assistance. Where a teacher does not meet the criteria of effectiveness at a satisfactory level, the principal should take the initiative in developing a plan of assistance and constructive support suitable to the teacher. The teacher should cooperate fully in the preparation and implementation of such a plan. Weaknesses which are overcome through such support should not be reflected in the final report.

E5.2.2.6 The content of a teaching report shall be a specific, objective description of teaching performance. Judgments made shall be adequately substantiated.

Report writers should develop the skill of factually describing a teacher's performance in direct relation to the agreed upon criteria. They should be able to set philosophical biases aside and accurately describe teaching practice observed. They should be able to differentiate between the level of performance being demonstrated, and basic competency. Legislation provides a qualified privilege to make judgments. The privilege should not be used lightly and judgments should be adequately substantiated. Report writers should avoid innuendo, faint praise, vagueness, and ambiguity. These are unfair to the teacher and detract from the effectiveness of the assessment. Inclusion of critical comments should occur only when the teacher has shown inability or unwillingness to rectify shortcomings.

E5.2.2.7 The evaluator shall provide a draft of the teaching report to the teacher. The parties shall make every effort to establish agreement on the accuracy of the report. Where differences of opinion occur, an attempt shall be made to reconcile these differences.

A copy of the draft report should be given to the teacher prior to the discussion. Discussion may be brief. However, the opportunity for a careful examination and discussion of a draft should be provided before a report is filed. If the discussion of such a draft is to be fruitful, both parties must be flexible and demonstrate good faith in attempting to arrive at a mutually acceptable description of the teacher's performance.

The review of the draft report enables the teacher to:

E5.2.2.7.1 review the accuracy of the factual information in the report;

- E5.2.2.7.2 suggest the inclusion of verifiable strengths at the school, district, or provincial level that have not been mentioned;
- E5.2.2.7.3 ensure that comments regarding teaching behaviours refer to mutually reviewed documentation and data gathered by the report writer during observation sessions or elsewhere;
- E5.2.2.7.4 gain recognition for improvement on previously documented levels of performance; and
- E5.2.2.7.5 discuss any items in the report of concern to the teacher.

Following this process before a report is filed ensures that the requirements of Clause 5 of the BCTF Code of Ethics are met. A teacher who declines the opportunity to reconcile differences of opinion regarding a draft report should be prepared to accept the filing of a unilateral version of the report by the report writer.

- E5.2.2.8 Every report on teaching performance, including reports on teachers on call, shall be in writing. The teacher shall receive a copy at the time the report is filed. Teachers shall have the right to submit, to the principal, a written commentary on the report, which shall be attached to, and filed with, all copies of the teaching report.

Members must not engage in the practice of making oral reports on teachers or teachers on call in an unethical manner. Clause 5 of the BCTF Code of Ethics requires that criticisms of teacher performance and related duties be directed first to the individual criticized. Furthermore, notice is required prior to directing these same criticisms to appropriate officials. The *School Act* clearly designates who has the authority to report on teaching performance and limits the parameters within which reporting may occur.

- E5.2.2.9 Where disputes arise in the planning or carrying out of a summative evaluation, or the content of a teaching report, the parties shall seek the assistance of a mutually acceptable third party or parties to resolve the dispute.

Because of the enormous implications teaching reports can have on a member's career, it is essential that differences over both process and content be resolved so far as is

possible. To this end, either party shall have the opportunity to initiate the involvement of a third party to assist in resolving the dispute. Such initiative may be taken through the Union, or the Board. Disputes over process should be resolved through the discussion with one or both of these. The third party shall be objective, accessible and competent to mediate.

Disputes which cannot be resolved through discussion between the parties should not be common since both parties benefit from a well planned process, and in most cases wish to carry out their obligations with good will.

Where there are serious disputes over judgments made in the teaching report, it may be necessary for an evaluation to be carried out by a mutually acceptable third party or a third party acceptable to both the Board and the local Union.

Every effort must be made to resolve the dispute. It should be understood that under the present *School Act*, a principal can be required to complete a summative teaching report in spite of a lack of resolution of the dispute.

## **Article E6 PERSONNEL FILES**

- E6.1 There shall be only one official personnel file for each teacher, and it shall be maintained at the district office.
- E6.2 After receiving a request from a teacher, the Superintendent shall forthwith grant access to that teacher's file.
- E6.3 An appropriate official of the school board office shall be present when a teacher reviews his/her file, and the teacher may be accompanied by an individual of the teacher's choosing.
- E6.4 The Board agrees that only material relevant to the employment of the teacher, shall be maintained in personnel files.
- E6.5 A teacher shall be informed when material is placed in the teacher's personnel file and a copy of the material sent to the teacher.
- E6.6 Where material critical of the teacher, or in the nature of a reprimand, is placed in the file, the teacher may make written request to the Director of Human Resource Services to have the material removed two (2) years after the filing, provided that no further material of that nature has been subsequently filed.



- E6.7 Personnel files shall be in the custody of the Superintendent and shall not be accessible to other than appropriate administrative officials of the school district.

## **Article E7 SCHOOL ACT APPEALS**

- E7.1 Where a pupil and/or parent/guardian files an appeal under the *School Act* (Section 11) and Board By-Law of a decision of an employee covered by this Agreement, or in connection or affecting such an employee:
- E7.1.1 the employee and the Union shall immediately be notified of the appeal, and shall be entitled to receive all documents relating to the appeal;
  - E7.1.2 the employee shall be entitled to attend any meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Union; and
  - E7.1.3 the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
- E7.2 The Board shall hear an appeal only after the pupil and/or parent/guardian of the pupil has been requested to discuss the decision with the employee(s) who made the decision, the school based administrative officer and the Superintendent or his/her designate.
- E7.3 No decision or By Law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Agreement, or deprive the employee of any right, benefit or process otherwise provided by law.
- E7.4 The By Law to establish the procedure for appeals by students and parents under Section 11 of the *School Act* shall be available to teachers in the office of every school in the district.

## **Article E8 FALSELY ACCUSED EMPLOYEE ASSISTANCE**

- E8.1 When a teacher has been accused of child abuse or sexual misconduct and
- E8.1.1 an investigation by the Board has not concluded that the accusation is true; or
  - E8.1.2 the teacher is acquitted of criminal charges in relation to the accusation; or
  - E8.1.3 an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false.
- E8.2 The teacher shall be entitled to assistance through the Employee Assistance Plan from the Board as provided in this article.

- E8.3 The teacher and the teacher's family shall be entitled to all reasonable specialist counselling through the Employee Assistance Plan and/or medical assistance to deal with negative effects of the allegations.
- E8.4 Notwithstanding any other part of this collective agreement, the teacher shall be assisted to the fullest possible extent by the Board in assuring successful return to teaching duties, including any necessary period of leave of absence with pay (using any or all of accrued sick leave days), first priority for transfer to any vacant position requested by the teacher and, where requested by the teacher, provision of factual information to parents by the Board.
- E8.5 Disciplinary action may be brought against any and all parties responsible for the false accusation.

### **Article E9 ASSIGNMENT IN SCHOOL**

- E9.1 Assignment within a school shall be based on the qualifications, training, experience, and personal preference of the teacher, and shall not be used for disciplinary purposes.
- E9.2 A staff committee meeting shall be held prior to June 15 for the purpose of discussing the proposed timetable and staff assignments for the next school year, and determining the teaching positions required in the school.
- E9.3 A teacher who is not satisfied with a proposed assignment in a school may appeal his/her assignment to the principal. The principal together with the teacher may consult with the staff committee. The committee may, after hearing the principal, teacher, and any other teacher directly affected by any proposed alternative assignment, recommend to the principal in what way the teacher's assignment should be changed to resolve the concern.
- E9.4 If the concern cannot be resolved, the teacher may proceed to Article A6, Grievance Procedure, to resolve the difference.

### **Article E10 POSTING VACANT POSITIONS**

- E10.1 "Vacancy" means a newly created position or an existing position vacated by the incumbent except short term maternity or sick leave (leave occurring after the commencement of the school year or term) which will be posted as "Temporary Assignment to the Position." All teachers including Teachers On Call in the district are eligible for all posted vacancies.
- E10.2 All vacancies of more than 25 teaching days duration shall be posted on bulletin boards in all schools and centers of the school district as soon as they become known, for a period of seven (7) calendar days. Copies of all postings shall be forwarded at the time of posting to the Union president and the school administrative officer and Union staff representative.

- E10.3 At the end of the posting period vacancies may be advertised outside of the district.
- E10.4 During July and August vacancies shall be posted at the Board office with a copy to the Union, and copies of each posting shall be forwarded to any teacher who has requested in writing to the Director of Human Resource Services to receive such a specific posting.
- E10.5 Every posting shall contain the following information:
- E10.5.1 identification of the teaching position to be filled, i.e. subject area(s), grade level(s), work location, full time or specified part time, and any other salient descriptive information;
  - E10.5.2 start date and, if applicable, end date;
  - E10.5.3 required qualifications, which shall be reasonable, bone fide requirements for the position.
- E10.6 The successful candidate shall be informed in writing of the nature and location of the position, and where feasible, a copy of the collective agreement prior to the appointment.
- E10.7 Advertisements and application forms for appointment to the teaching staff of the district shall not include reference to extra-curricular activities and programs, and such matters shall not form part of any contract of employment.

## **Article E11 FILLING VACANT POSITIONS**

- E11.1 Other than in filling positions of special responsibility, and providing that applicants have equal qualifications as defined in Article C3.3 and seniority as defined in Article C3.2, the order of priority for filling positions shall be
- E11.1.1 teachers on continuing appointments returning from a leave of absence of greater than one (1) year;
  - E11.1.2 continuing teachers;
  - E11.1.3 teachers who have been employed by the District in one (1) or more full time temporary contracts of at least four (4) months duration as per Article C8;
  - E11.1.4 teachers who have been employed by the District in one (1) or more temporary contracts that do not meet the requirement of Article C8;
  - E11.1.5 visiting Teachers On Call with seniority in accordance with B2.15.3;
  - E11.1.6 all other applicants.

- E11.2 Positions shall be filled within three (3) school days of the end of the posting period, provided there are qualified, internal applicants.
- E11.3 In filling any position, qualifications shall be those stated in the posting.
- E11.4 If a new or existing position becomes vacant after September 1st and the successful applicant is currently employed in another full time position or in a part time position which may conflict with the scheduled assignments of the vacant position, the position will be filled according to the following.
- E11.4.1 If the successful applicant is currently teaching in the district, the Board shall have the option of assigning the successful applicant either immediately or at the conclusion of the next natural break in the school year, or at the beginning of the next school year. In the event that this assignment is delayed, the position shall be re-posted and filled on an interim basis as a temporary assignment.
- E11.4.2 For the purposes of this article, “next natural break” means the Christmas break, spring break or term, or semester break.
- E11.5 Subject to the agreement of the principal or administrative officer, vacancies in all positions of special responsibility (senior teachers, head teachers, department heads and assistant department heads) shall be filled by election by the teaching staff except in the case of a department head, who shall be elected by majority vote of the staff in that department.
- E11.6 All other teaching vacancies shall be filled using a screening/short-listing committee comprising two (2) school staff teaching representatives and two Board appointees. Screening/short-listing activities shall not be undertaken during regular instructional time.

**Article E12 PROCEDURES AND GUIDELINES FOR STAFFING COMMUNITY EDUCATION**

- E12.1 Postings
- E12.1.1 In addition to the provision of E10, Posting Vacant Positions, the following shall apply:
- E12.1.1.1 with the approval of the Assistant Superintendent, the program team members and the Administrative Officer will develop a full job description; and
- E12.1.1.2 job descriptions will clearly state qualifications required, and expectations with regard to working hours, working conditions, place of work, non-contact time expectations, etc.
- E12.2 Positions shall be filled in accordance with Article E11, Filling Vacant Positions.

## **F. PROFESSIONAL RIGHTS**

### **Article F1 PROFESSIONAL DEVELOPMENT**

- F1.1 For purposes of clarity, ‘professional development’ relates to the general professional growth of teachers, while the term ‘staff development’ relates to the retraining, education and curriculum in-service of teachers. The term ‘in-service’ refers to activities, programs or strategies that are skill-specific and seek to satisfy immediate job needs.
- F1.2 In-service, as such, is part of a teacher’s professional development. A set of criteria for in-service education is needed that at least does the following:
- F1.2.1 makes available resources accessible to those who need them;
  - F1.2.2 provides for the needs of participants to plan and then run their own programs; and
  - F1.2.3 ensures that in-service programs lead to real and sustained changes in teaching and learning in schools.
- F1.3 In-service education should not be just another form of pre-service education but should foster cooperative efforts among teachers to solve problems in their classrooms, and allow genuine collegial decisions about the upgrading of the profession and thus allow teachers to be vital and active forces in the reshaping of schools and, indeed, of education. A reasonably close look at the literature on in-service programs has shown three (3) common factors found in the successful programs.
- F1.3.1 The most effective in-service education programs are those with a high degree of participant initiation and control.
  - F1.3.2 In-service education programs most beneficial to students are those designed primarily to improve the quality of teaching in an entire school or department of a school.
  - F1.3.3 Program decisions in in-service education should be made locally (school level). The success of a program is directly related to the degree of involvement by the teachers.
- F1.4 In order for teachers to plan their staff development and professional activities, funds will be allocated directly to the school professional development committee on an FTE teacher basis. Beginning September 1st, 1993, the amount to be allocated on an FTE teacher basis shall be \$750.00 per school year. (Includes all monies from (a) retraining leave, (b) educational leave, (c) school based Pro-D funds, and (d) Teacher On Call days for these activities.
- F1.4.1 Teachers shall indicate to the Teacher On Call secretary that the Teacher On Call is for School based Pro-D when calling for a Teacher On Call.

Teachers On Call used for School Pro-D shall be included on the month-end Teacher On Call form and identified as such.

- F1.4.2 Before the last school day in June of each school year a report on the disbursement of Pro-D funds is to be submitted to the Secretary-Treasurer with a copy to the President of the NWTU on the forms attached to this agreement.
- F1.5 The school based professional development committee shall receive applications for funds allocated under F1.4 and held in trust by the committee. The funds shall be dispensed by the committee in accordance with guidelines adopted by the school staff.
- F1.6 District Professional Development Fund
  - F1.6.1 A District Pro. D fund involving monies other than those stipulated above, will be retained at the Board Office to serve:
    - F1.6.1.1 District staff, i.e., those not attached to a school; e.g., itinerant teachers, elementary counsellors, elementary band teacher(s), and RCH teacher(s).
  - F1.6.2 Applications are to be made on the Union designed Professional Development Funding Application Form and should be submitted well in advance of the activity for approval.
  - F1.6.3 It is preferable that applicants pay their registration and submit for reimbursement on the appropriate form after the conference or activity has been attended.
- F1.7 Curriculum In-Service Fund
  - F1.7.1 A curriculum in-service budget, contingent upon the Ministry financing shall be established to support curriculum activities in the district.
  - F1.7.2 Approval from the Assistant Superintendent for expenditures under this budget is required.
  - F1.7.3 The major purpose of this fund is to provide release time for teachers for
    - F1.7.3.1 curriculum development/implementation;
    - F1.7.3.2 visitations to other schools/classes (instructional);
    - F1.7.3.3 conferencing, when arrangements outside of instructional time cannot be arranged; and
    - F1.7.3.4 other unique instances where release time is required.

- F1.7.4 When a verbal approval is given it must be followed by completion and submission of the Curriculum In-service Funding Application Form.
- F1.7.5 A teacher shall indicate to the Teacher On Call secretary that the Teacher On Call is to cover Curriculum In-service when calling for a Teacher On Call. Teachers on call used for Curriculum In-service shall be included on the month-end Teacher On Call form and identified as such, and shall include the application form number.

## **Article F2 NON-INSTRUCTIONAL DAYS**

- F2.1 The Board agrees that a total of seven (7) non-instructional days shall be available to each teacher during the regular work year. The days shall be designated as follows:
  - F2.1.1 five (5) non-instructional days for professional development activities;
  - F2.1.2 two (2) non-instructional days for school/community interaction as provided for in the Ministry calendar;
  - F2.1.3 four (4) times each school year there may be early dismissal of less than one-half (1/2) day as approved by the Superintendent for parent conferencing, educational matters, reporting, or administrative purposes; and
  - F2.1.4 these days shall be in addition to the year-end administrative day.
- F2.2 Non-instructional days shall be considered as instructional days for salary purposes.
- F2.3 Professional Development activities shall be determined by teachers at the school staff level.
- F2.4 At the discretion of the Professional Development Committee, any of the non-instructional days from Article F2.1 shall be designated as a district-wide professional day.
- F2.5 The dates of all such days and the activities planned shall be determined by the staff of each school and subject to the approval of the Board, which approval shall not unreasonably be denied.

## **Article F3 PROFESSIONAL AUTONOMY**

- F3.1 Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practice have individual professional autonomy in determining the methods of instruction, and the planning and presentation of course materials in the classes of pupils to which they are assigned.

## **Article F4 SCHOOL ACCREDITATION**

The Board and the Union agree that the following terms and conditions constitute the provisions under which the school accreditation process must occur in all schools in the district.

- F4.1 Elementary accreditation shall occur in New Westminster elementary schools. The school staff shall have input into the process and may request to have the process delayed. Such request will not be unreasonably denied.
- F4.2 The purpose of school accreditation is to provide school staffs with an opportunity to develop, in cooperation with their local communities, the best possible school climate and selection of programs.
- F4.3 School staffs shall have input into the goals and objectives of the accreditation process.
- F4.4 The school staff shall have input into determining instruments to use in the accreditation process.
- F4.5 Adequate resources for the process shall be provided as follows:
  - F4.5.1 staff release time to carry out some aspects of the accreditation process;
  - F4.5.2 additional secretarial and research assistance;
  - F4.5.3 translation and printing of services for schools with non-English speaking populations; and
  - F4.5.4 appropriate technology.
- F4.6 Satisfactory conditions for undertaking an accreditation shall be established.
- F4.7 The school staff shall have input into determining the frequency of the accreditation process.
- F4.8 The school staff shall have input into determining what role, if any, an external review team will play in an accreditation process. If an external team is agreed to, the staff of the school shall have input into who comprises the team.
- F4.9 Release of the accreditation findings shall be determined by the School Board but staff shall be given the opportunity for input.
- F4.10 If a school is dissatisfied with School Board's actions in implementing recommendations in the accreditation report, they may make written submission to the Board for a review of the actions.
- F4.11 Under normal circumstances, Ministry funds targeted for follow-up activities in a school shall be made available to the school.



## **Article F5 EDUCATIONAL CHANGE**

### **F5.1 Educational Implementation Committee**

F5.1.1 An on-going Joint Educational Implementation Committee shall be established to investigate, analyze and implement all educational and/or curriculum change in the district.

The Committee shall have equal teacher representatives appointed by the local teachers' Union and Board representatives and the chair shall be elected by the committee members.

F5.1.2 The Joint Educational Implementation Committee shall ensure that the implementation principles outlined below are adhered to.

### **F5.2 Centrality of Teaching**

F5.2.1 The teacher shall be recognized as one of the central agents of educational and/or curriculum change.

### **F5.3 Resources**

F5.3.1 Adequate and appropriate resources, as determined by the Joint Educational Implementation Committee, shall be provided to support the implementation.

### **F5.4 Time**

F5.4.1 The Joint Educational Implementation Committee shall attempt to attain:

F5.4.1.1 sufficient lead time to achieve clarity;

F5.4.1.2 additional time during the implementation to assess, modify and solve unanticipated problems;

F5.4.1.3 adequate time to evaluate, share and report; and

F5.4.1.4 collaborative time to plan.

### **F5.5 Professional Autonomy**

F5.5.1 It shall be recognized that the primary right to select appropriate teaching methods must rest with the teacher who is delivering the educational service. Therefore, instructional methodology shall not be mandated.

### **F5.6 In-Service**

F5.6.1 The nature and timing of in-service specific to any implementation shall be determined by the committee. The committee shall ensure that attention

is given to the needs of all teachers, including the adaptation for French language instructors.

## **G. LEAVES**

### **Article G1 SICK LEAVE**

- G1.1 Sick leave shall ensure that the teacher receives full pay while absent from school for reasons of illness, medical disability or quarantine.
- G1.2 Sick leave accumulated by each teacher prior to June 30th, 1988 shall continue to be credited to that teacher.
- G1.3 A teacher shall accumulate sick leave days at the rate of 1.5 per month to a maximum of 15 days per year. Sick leave unused in any school year shall accumulate to the benefit of the teacher's record of sick leave.
- G1.4 Any days which the teacher has been absent with full pay for the reasons of illness, medical disability, or quarantine shall be charged against any sick leave accumulated by the teacher. A maximum of 120 days may be used in any school year.
- G1.5 After five (5) consecutive days of absence, the Board may require a teacher to provide a medical certificate justifying the absence.
- G1.6 Each teacher shall receive by September 30th and at the end of each subsequent month an annual accounting of his or her accumulated sick leave. In addition, the Board shall forward a final statement to all teachers who leave the employ of the Board and who have provided a forwarding address.
- G1.7 Upon return from leave, or on re-engagement, a teacher shall receive all unused sick leave unless otherwise provided for in the Agreement.

### **Article G2 PARTIAL MEDICAL LEAVE**

- G2.1 Where a full time employee produces a medical certificate stating that the employee, while medically unable to work full time, is capable of working part time, the employee's assignment may be reduced or he/she may be reassigned to another position where it is practical to do so.
- G2.2 Where a change in assignment or reassignment is made in accordance with collective agreement provisions regarding posting and filling such change or reassignment will be for a fixed period.
- G2.3 An employee on partial medical leave will earn sick leave, proportionately, for the portion of time worked.

- G2.4 An employee on partial medical leave will go on full sick leave, with or without pay depending on the extent of his/her accumulated sick leave credits, if he/she proves incapable of meeting the requirements of his/her reduced or changed assignment.
- G2.5 Where a teacher on partial medical leave is about to exhaust his/her sick leave credits the Board will advise the teacher to contact the British Columbia Teacher's Federation Salary Indemnity Plan for information.

### **Article G3 PORTABILITY OF SICK LEAVE**

- G3.1 Subject to the provisions of Article G1, a teacher employed by the Board who has no allowable days of sick leave may, on an application granted by the Board for reason of illness or unavoidable quarantine, obtain credit for any unused sick leave accumulated by the teacher while in the employment of any other Metropolitan Board which allows its teachers a credit of accumulated sick leave earned in this district. In this context, "Metropolitan" shall mean: SD #36 (Surrey); SD #38 (Richmond); SD #39 (Vancouver); SD #41 (Burnaby); SD #43 (Coquitlam); SD #44 (North Vancouver); and SD #45 (West Vancouver).
- G3.2 The total sick leave accumulated in this and any other recognized district shall not exceed 200 days. Sick leave accumulated more than 15 years prior to the present contract year shall not be recognized.
- G3.3 If the Board refuses an application under this clause, it shall provide written reasons to the Union and the Union shall have the right to make representation to the Board with respect to that decision.

### **Article G4 MATERNITY LEAVE AND SUB PLAN**

- G4.1 Short Term
- A pregnant teacher shall be granted upon request a leave of absence:
- G4.1.1 as provided for in the *Employment Standards Act (1997)*; or
- G4.1.2 for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester, or following the spring break.
- G4.2 Supplemental Unemployment Benefits on Maternity Leave
- G4.2.1 When a pregnant teacher takes the maternity leave to which she is entitled pursuant to the *Employment Standards Act*, the Board shall pay the teacher:

G4.2.1.1 95% of her current salary for the first two weeks of the leave, and, where the teacher is eligible to receive U.I.C. maternity benefits,

G4.2.1.2 95% of her current salary and the amount of UIC maternity benefits received by the teacher, for a further 15 weeks.

G4.2.2 The Board agrees to enter into the Supplemental Employment Benefit (SUB) Plan Agreement required by the *Employment Insurance Act* in respect of such maternity payment. The Federal government has preferred changes to the *Employment Insurance Act*. If these preferred changes are enacted before or during bargaining and if they have implications for the SUB plan an updated clause will be distributed.

#### G4.3 Extended Maternity Leave

G4.3.1 Teachers granted leave under G4.1.2 who choose not to return to work at the expiration of that leave may apply for extended maternity leave, four (4) weeks prior to the start of a semester or term, or by May 31st in respect to leave expiring on June 30th.

G4.3.2 Leave shall be granted upon request for a period of up to a maximum of 30 school months, with return to coincide with the commencement of a term or semester.

G4.3.3 Teachers returning from extended maternity leave shall do so at the commencement of a term or semester and shall notify the Board four (4) weeks in advance except in respect to leave expiring June 30th where notice shall be given by May 31st.

#### G4.4 Use of Sick Leave

G4.4.1 A teacher who has been assigned a position and given a date to return to duty but is unable to return to duty because of ill health, shall qualify to use her sick leave provisions and shall be replaced by a Teacher On Call until fit to take up her assignment.

#### G4.5 Early Return and Special Situations

G4.5.1 In the case of an incomplete pregnancy, death of the child, or other special situations, a teacher may return to duty earlier than provided in the agreed upon leave.

G4.5.2 The teacher intending to make an early return to duty will submit a written application and a medical certificate.

G4.5.3 A terminated pregnancy shall be treated in the same manner as a birth under the *Employment Standards Act (1980)* and the maternity and extended maternity leave provisions of the agreement.

G4.6 Extended Maternity Leave Benefits

G4.6.1 A teacher shall be entitled to pay all costs of benefits beyond the period as defined in the *Employment Standards Act* and the Board shall continue these benefits provided the teacher has made appropriate arrangements to reimburse the Board.

G4.7 Assignment

G4.7.1 A teacher returning from short term leave within a school year shall be reassigned to the same position held prior to the leave

G4.7.2 A teacher returning from extended leave shall be assigned to a reasonably comparable position within the district.

G4.7.3 Adoption

G4.7.3.1 In the case of adoption, maternity leave shall be granted on request and shall commence from the date of arrival of the child in the home. All the provisions of this section shall apply including all rights guaranteed under the *Employment Standards Act*. In addition to parental leave provided pursuant to the *Employment Standards Act* and this article, leave with full pay shall be granted to either parent, or both, if both are employees of the Board, for mandatory interviews or traveling time to receive an adoptive child to a maximum of five (5) days pay for each employee.

**Article G5 PARENTHOOD LEAVE**

G5.1 A teacher with a dependent child shall be granted upon request a parenthood leave of absence without pay for:

G5.1.1 a stated period of time as requested by the teacher up to a maximum of 10 teaching months; or

G5.1.2 a period of less than 10 teaching months where the return to duty will coincide with the commencement of a semester or term, provided that such leave shall:

G5.1.2.1 not be available within two (2) years of the teacher being granted any parenthood leave other than under Article G4.5;

G5.1.2.2 only be available to a teacher on one (1) occasion.

## **Article G6 PARENTAL LEAVE**

G6.1 On the birth of a child, or in the case of adoption or legal guardianship, either parent (both, if both are employed by the Board) shall be granted five (5) days leave with pay and may apply for and be granted up to five (5) additional days of leave without pay.

## **Article G7 EMERGENCY LEAVE FOR FAMILY ILLNESS**

G7.1 A teacher may, when a dependent child or any other dependent member of the teacher's immediate family is confined to home or hospital through illness and where no other care is available, apply for and be granted up to five (5) days leave of absence per year, which shall be charged against the teacher's accumulated sick leave.

## **Article G8 W.C.B. LEAVE WITH PAY**

G8.1 A teacher in receipt of compensation from the Workers' Compensation Board by reason of an illness or injury incurred while in the employ of the Board shall continue to receive full salary, and the teacher shall pay to the Board the compensation received from the Workers' Compensation Board, subject to the following.

G8.1.1 For the first full 12 months, no charge shall be made against accumulated sick leave.

G8.1.2 Following the first full 12 months, the difference between the teacher's regular salary and the compensation received from the Workers' Compensation Board shall be charged against accumulated sick leave until no sick leave remains.

G8.1.3 The Board responsibility shall end with the exhaustion of sick leave.

G8.1.4 Compensation does not include a disability pension or other settlement award arising from such disability. Compensation means periodic payments during the period of temporary disablement.

## **Article G9 BEREAVEMENT LEAVE**

G9.1 The Board shall grant leave of absence with pay for up to one (1) full day at the teacher's discretion to attend the funeral as a mourner or pall-bearer with the approval of the Director of Human Resource Services. Additional time may be approved where travel or time constraints justify.

G9.2 The Board shall grant leave of absence with pay up to a maximum of five (5) days in the case of the death of a wife, husband, child, foster child, mother, father, brother,

sister, mother-in-law, father-in-law, grandparent, or any other person living in the same household.

G9.3 The Board shall also grant leave of absence with pay up to a maximum of five (5) days in the case of the death of any significant other, or same sex partner, or any person for whom the bereaved party has formal responsibility.

G9.4 Leave in excess of five (5) days may be granted with pay upon written request to the Director of Human Resource Services.

#### **Article G10 LEAVE FOR ELECTIVE OFFICE AND COMMUNITY SERVICE**

G10.1 When a teacher is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, he or she shall be given leave of absence, without pay, during the election campaign. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, he/she shall be granted a long-term leave of absence.

G10.2 Teachers elected or appointed to municipal or regional district offices or public boards shall be granted leave of absence, at the cost of a Teacher On Call, up to a maximum of five (5) days in any one school year.

G10.3 Teachers involved in a community service shall be granted, at the cost of a Teacher On Call leave of absence up to a maximum of five (5) days in any one school year.

#### **Article G11 JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS**

G11.1 Leave of absence with full pay shall be granted to any teacher who has been subpoenaed to testify or to serve as a juror in any judicial proceeding. Any fees received by the teacher shall be paid to the Board. If the proceeding is one to which the teacher is a party, leave of absence shall only be granted if the teacher bears the cost of a Teacher On Call.

#### **Article G12 INTER-DISTRICT EXCHANGE**

G12.1 The Board agrees to provide for, encourage and facilitate inter-district exchanges within the Province on the same basis as international exchanges.

#### **Article G13 DEFERRED SALARY LEAVE PLAN**

G13.1 The Board shall administer a Deferred Salary Leave Plan as determined by a separate agreement.

G13.2 The Self-Funded Leave Plan shall be governed by a Self-Funded Leave Plan Committee composed of two (2) members appointed by the Union, two (2) members

appointed by the Board and the Superintendent or designate. The committee shall select a chairperson from amongst its members.

- G13.3 The committee shall determine any questions referred to it regarding the operation of the Self-Funded Leave Plan including the selection and election of an eligible investor for the deferred compensation amounts.
- G13.4 During the period of leave, the teacher may continue to receive medical, extended health, group life insurance and dental benefits at his/her cost.
- G13.5 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.

#### **Article G14 EXTENUATING CIRCUMSTANCES LEAVE**

- G14.1 The Superintendent shall always have the discretion to recommend that, under extenuating circumstances, leave of absence may be approved or extended by the Board.
  - G14.1.1 Extenuating Circumstances – situations that are of a serious nature and/or compelling personal nature that cannot be addressed outside the school day or school term. Such leave, if granted, to be at the cost of a Teacher On Call.
  - G14.1.2 Other – all other leaves of a personal nature without pay.

#### **Article G15 LEAVE OF ABSENCE**

- G15.1 A teacher on extended leave of absence must give notice by no later than April 30th for return to the district in September, or no later than October 31st for return in January, or November 30th for semestered programs.
- G15.2 Where a teacher is on leave of absence at the cost of a Teacher On Call, the daily rate of deduction will be \$160.00 per day.

#### **Article G16 LEAVE TO ATTEND RETIREMENT SEMINARS**

- G16.1 An employee who is 50 years of age or older may be granted, upon request, up to a maximum of one (1) day's leave of absence per year, with pay, to attend BCTF sponsored retirement planning seminars.
- G16.2 An employee who is 55 years of age or older shall be granted at least one (1) day's leave of absence per year, with pay, to attend BCTF sponsored retirement planning seminars.



## Article G17 EARLY RETIREMENT INCENTIVE PLAN

G17.1 The Board will pay from a specific fund set aside for the purposes of early retirement a retiring allowance to teachers who retire under the Teachers' Pension Plan before reaching age 60.

G17.2 The fund referred to in G17.1 will be an amount per budget year equal to the maximum of Category 3 (EA) on the salary grid.

G17.3 In order to be eligible for this allowance, the teacher must:

G17.3.1 Be on a continuing appointment;

G17.3.2 Be age 55 or over;

G17.3.3 Be on the maximum step of the salary scale;

G17.3.4 Retire from teaching in the New Westminster School District;

G17.3.5 Have at least 20 full time equivalent years of pensionable service, as defined by the applicable pension plan;

G17.3.6 Provide Human Resource Services with notice by April 1st for those who intend to retire under this plan on June 30th, or by October 1st for persons who intend to retire on December 31st.

G17.4 The allowance will be paid in one installment at the end of the month the teacher retires and will be calculated as a percentage of the teachers' salary scale, exclusive of allowances, in the following manner:

Age in Month of Retirement	Percentage of Annual Salary
55	40%
56	35%
57	30%
58	25%
59	20%

G17.5 Part time teachers will receive the allowance pro rata to the percentage of time actually worked averaged over the last five (5) years of service prior to retirement.

G17.6 If the number of teachers applying for the Early Retirement Incentive Plan in any one budget year exceeds the funding for that year pursuant to G17.2, individual teachers will receive a fractional proportion of the total funds available in that year. Any budget monies not used in a budget year will be transferred to the next year(s) to a cap of \$100,0000.00.

G17.7 Provided the terms of the applicable policies permit, individuals who retire early under this article may maintain coverage in the following benefit plans for a

maximum period of five (5) years by paying 100% of the premium costs: Dental; Extended health benefits; Group Insurance (if plan permits for retirees).

## **Article G18 LEAVE FOR CONTINUING EMPLOYEES ON SECONDMENT**

### **G18.1 Definition of Terms**

G18.1.1 Secondment means a temporary transfer from a current teaching assignment to another assignment, either part time or full time, that is not directly administered by the School District and is approved by the Board.

### **G18.2 Term of Secondment**

G18.2.1 A long-term secondment is a secondment that falls within two (2) consecutive fiscal years and also extends beyond 10 consecutive calendar months.

G18.2.2 A short-term secondment is a secondment in which the term falls within one (1) fiscal year, or a secondment in which the term is less than 10 calendar months in duration if it extends into two (2) consecutive fiscal years.

G18.2.3 When an employee has been granted and has accepted a secondment, then the employee must remain in the seconded position for its full term before returning.

G18.2.4 During the term of a secondment, an employee is subject to all the terms and conditions of the NWTU collective agreement, including the accumulation of seniority.

### **G18.3 Notification to Request a Continuation of a Secondment**

G18.3.1 If an employee on secondment desires to continue with the secondment, then the employee must notify the Director of Human Resource Services in writing of his/her intentions.

G18.3.2 The request must be received by April 1st or 30 days before the end of the term of the secondment, whichever comes first.

G18.3.3 If the secondment begins after April 1st, the request must be received no later than June 15th, or no later than 30 days before the end of the secondment.

G18.3.4 If a written request is not received by the required date, then the Director of Human Resource Services will determine if the employee shall continue in the secondment.

- G18.4 Returning from a Short Term Secondment to a Previous Position, Without Posting
- G18.4.1 An employee will automatically assume his/her previous position at the end of a short-term secondment, without posting.
- G18.5 When a Previous Position is to be Filled by Posting
- G18.5.1 An employee's previous position will be filled by posting as follows:
- G18.5.1.1 during the time the employee is in a short-term position or during the first 10 months of a long term position;
- G18.5.1.2 when the employee has held a new position for more than 10 consecutive calendar months and has not returned.
- G18.6 Returning from a Long Term Position or Long Term Secondment
- G18.6.1 When a long-term position terminates, the Director of Human Resource Services will make every effort to place the returning employee in the employee's previous position or in a position that is similar.
- G18.6.2 When an employee decides to return from a long-term position that is to continue, then the employee must send a written request to the Director of Human Resource Services at least 45 calendar days before the normal term of the position ends.
- G18.6.3 If a written request to return is not received by the required date, then the employee has opted to continue in the position.

**Provincial Letters of Understanding/Memorandums of Agreement**

**Letter of Understanding No. 1**

**Between**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**and**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Designation of Local and Provincial Matters**

Pursuant to the *Public Education Labour Relations Act*, the negotiators for the above parties agree to recommend to their respective principals the following with respect to the designation of provincial matters and local matters as they relate to the current round of negotiations:

1. Those matters contained within Appendix 1 shall be designated as Provincial Matters;

2. Those matters contained within Appendix 2 shall be designated as Local Matters.

Dated this 31<sup>st</sup> of May, 1995 at Vancouver, B.C.

“D. Hogg”  
Negotiation Team For  
British Columbia Teachers’ Federation

“K. Halliday”  
Negotiation Team For  
British Columbia Public School  
Employers’ Association

NOTE: This consolidation of Letter of Understanding No. 1 (Designation of Provincial and Local Matters), including Appendices 1 and 2, includes the agreement of May 31, 1995, all changes up to September 1, 2002.

**Provincial Letters of Understanding/Memorandums of Agreement**

**Letter of Understanding No. 2**

**Between**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**and**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Implementation of Article E2 [P.C. Article E2], Harassment/Sexual Harassment**

The parties hereby agree to the following terms and conditions with regard to the implementation of Article E2 [P.C. Article E2] (Harassment / Sexual Harassment) of the collective agreement:

1. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
  - a) Step One of the Resolution Process in Article E2 [P.C. Article E.2] shall be solely an attempt to mediate the complaint;
  - b) Any and all discussions at Step One shall be completely off the record and will not form part of any record;
  - c) Only the complainant, respondent, and administrative officer shall be present at Step One meetings;
  - d) No discipline of any kind would be imposed on the respondent; and
  - e) The BCTF and its Locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at Step ne.
2. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of #1 above, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.
3. In the circumstances where a respondent has acknowledged responsibility pursuant to #2 above, the employer may advise a respondent of the expectations of behaviour pursuant to Article E2 [P.C. Article E.2] in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

4. The form of complaint at Step Two should include specific behaviours which form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.

Dated this 14<sup>th</sup> day of March, 1997.

Original signed by:

Original signed by:

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Alice McQuade  
BCTF President

---

Sherida Harris  
BCPSEA

**Provincial Letters of Understanding/Memorandums of Agreement**

**Letter of Understanding No. 3**

**Between**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**and**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Posting and Filing Grievance**

1. There will be two seniority lists for Temporary Teachers.
2. The first will be a Temporary Teacher Seniority Recall List, as found in Article C8.2.
3. The second will be a Temporary Teacher Seniority List which will be established as of July 1, 1998 and used thereafter. Positions will be filled in accordance with Article E11.

When the seniority of two teachers is equal, the one with the continuous assignment shall be deemed to have the greatest seniority.

If this service is equal, Article C3.2.2 shall determine greatest seniority.

If this service is equal, Article C3.2.3 shall determine greatest seniority.

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

Signature: \_\_\_\_\_

**Local Letters of Understanding/Memorandums of Agreement**

**Letter of Understanding No. 1**

**Between**

**THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT  
No. 40 (NEW WESTMINSTER)**

**and**

**NEW WESTMINSTER TEACHERS' UNION**

**Re: Unpaid Leave For Continuing Teachers**

Any teacher on continuing appointment for a portion of the school year going on unpaid leave for any portion of the year following receipt of pay for July and August shall be responsible for refunding to the Board the portion of the July and August salary which is due, according to the following terms:

- Repayment shall be  $1/1200$  times the teacher's annual salary times the number of days of unpaid leave.
- Calculations involving teachers employed on less than a full time appointment basis will reflect appropriate pro-rating.
- Repayment of monies owed to the Board shall begin in the month following the month in which leave is granted and shall be concluded no later than December 31st of the following school year. Payment shall be made by a schedule involving equal installments deducted from the pay cheques or, in months in which no pay cheques are forthcoming, by personal cheques.

Annual salary for the purposes of determining the amount of the Supplementary Unemployment Benefit Plan (G4.2) "top up" to 95% of full salary may, at the option of the member in consultation with Union officials, be based on 52 weeks of the annual salary or on 43 weeks of annual salary. If the employee elects the 43 week option, the "top up" will not be paid for July and August.

Any teacher returning from leave after the start of a subsequent school year shall receive a portion of the preceding July and August salary in proportion to that part of the school year which he/she will be working. (In effect, the person will be paid  $1/12$  plus  $1/60$  of his/her annual salary which equals 10% of their annual salary for each month worked).

Copies of all documentation related to the monies owed and the terms of the repayment shall be copied, prior to the first installment being made, to the Union as well as to the teacher involved. This addendum agreement is without prejudice in respect to future provincial and local collective agreement negotiations. Both parties recognize that there is no agreement with regard to maternity leave being designated as paid or unpaid leave, therefore, no grievance shall be initiated on this issue.



**Local Letters of Understanding/Memorandums of Agreement**

**Letter of Understanding No. 2**

**Between**

**THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT  
No. 40 (NEW WESTMINSTER)**

**and**

**NEW WESTMINSTER TEACHERS' UNION**

**Re: Realignment of Community Education Programs**

The parties recognize that the realignment of programs which were previously administered by Community Education, but which are brought under the administration of the K-12 system, may require different collective agreement provisions than currently exist. To this end the parties agree that the following process shall apply to such proposed realignments:

**1. Overview of Process:**

- 1.1 Notice of intent to move program
- 1.2 Committee set
- 1.3 Review
- 1.4 Final resolution mechanism

**2. Committee:**

- 2.1 Structure:

A committee shall be formed with the membership established by agreement between the Administrator to whom responsibility is to be transferred and the President of the Local.

- 2.2 The terms of reference shall include

- 2.2.1 hours of operation;
- 2.2.2 other matters deemed appropriate by the committee.

- 2.3 The committee shall reach a resolution on all matters within 60 working days of the Union having been given notice in writing that a program has been proposed for transfer.

- 2.4 Agreements with respect to provincial matters must be approved by the BCTF and BCPSEA.

**3. Resolution of Differences:**

- 3.1 If the committee cannot reach resolution of the issues, the outstanding matter(s) shall be referred to a mutually agreed arbitrator.
- 3.2 During the period between referral and arbitration:
  - 3.2.1 the operating practices previously in place shall apply, or
  - 3.2.2 alternate interim terms are mutually agreed by the committee.

Date of signing: February 12, 2002

\_\_\_\_\_  
For NWTU

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For BCTF

\_\_\_\_\_  
For BCPSEA

**Local Letters of Understanding/Memorandums of Agreement**

**Letter of Understanding No. 3**

**Between**

**THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT  
No. 40 (NEW WESTMINSTER)**

**and**

**NEW WESTMINSTER TEACHERS' UNION**

**Re: School District Housing – Local Joint Committees**

1. In districts where the employer provides or subsidizes housing for employees, the local union and the employer shall establish and maintain a joint committee to address issues related to school district housing. The joint committee shall have two (2) representatives each from the local and the district. The joint committee will be co-chaired by a representative from the local and a representative of the district.
2. The committee shall meet twice a year, or more frequently, as determined by the local parties, to consider any and all matters raised by either party with respect to school district housing. Meetings shall be scheduled by mutual agreement of the local parties.
3. The joint committee shall refer matters that have not been resolved at the local level to the provincial parties who shall meet within five (5) working days of such referral.
4. The provincial parties shall issue recommendations for settlement to the local parties within a further thirty (30) working days of the meeting held pursuant to 3 above.
5. This Letter of Understanding shall remain in effect through the term of this Collective Agreement and any bridging period.

Dated November 22, 2001

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For BCTF:  
"I. Lanzinger"

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For BCPSEA:  
"J. R. Davis"

# NOTES

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Note: bold page numbers indicate the most important reference.

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