

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

**- BETWEEN -**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION/  
BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT #40  
NEW WESTMINSTER  
(The "Employer")**

**- AND -**

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

**Effective July 1, 1998 to June 30, 2001**

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:
  - 1.1.1 to set forth the terms and conditions of employment agreed to between the parties;
  - 1.1.2 to promote harmonious relations between the Board and its officials and the Union and all teachers;
  - 1.1.3 to 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 to 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 Should any statute or regulation render any part of this agreement null and void, the remainder of the terms of the agreement shall continue in effect and in that event, or in the event that legislation or regulation substantially alters the operation or effect of any provision of this agreement, the parties agree that they will meet forthwith to negotiate in good faith modifications to certain provisions of the agreement which will achieve the original intent of those provisions in the agreement to the full extent legally possible.
  - 1.4.1 If the parties cannot agree on such modifications within one month of either party's request for such meeting, either party may refer the matter to arbitration pursuant to Article A6 (Grievance Procedure), and the arbitrator shall be empowered to determine the said modifications of the expected provisions to the agreement.

## **A. UNION SECURITY ARTICLES**

### **ARTICLE A1 TERM, CONTINUATION AND RENEGOTIATION [P.C. #A1]**

- A1.1 Except as otherwise specifically provided, this Collective Agreement is effective July 1, 1998 to June 30, 2001. 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, 2001, the terms of this Collective Agreement are deemed to remain in effect until that date on which a new agreement is concluded.
- A1.3 Subject to A1.4 below, all terms and conditions of the Previous Collective Agreement are included in this Collective Agreement, except where a term or condition is amended or modified by or in accordance with this Collective Agreement.
- A1.4 Where the Previous Collective Agreement contains a term or condition which provides additional or superior provisions to those provided in this Collective Agreement, the additional or superior provisions of the Previous Collective Agreement shall remain part of this Collective Agreement.
- A1.5
- A.1.5.1 Where employees are added to the bargaining unit established under section 5 of the PELRA during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
  - A.1.5.2 Where 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.
  - A.1.5.3 Where 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.
- A1.6
- A1.6.1 Changes in those local matters agreed to by a local union and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to paragraph (b) below.
  - A1.6.2 A local union and the employer must agree to the manner and timing of implementation of a change in a local matter.
  - A1.6.3 A1.6.3.1 This Collective Agreement continues previous agreements between the parties with respect to the designation of



provincial and local matters (See Letter of Understanding No. 1).

A1.6.3.2 The parties may agree to another designation which is consistent with PELRA.

A1.7 In this Collective Agreement the term "Previous Collective Agreement" means the terms and conditions of employment established by the "Transitional Collective Agreement" between the B.C. Public School Employers' Association (BCPSEA) and the British Columbia Teachers' Federation (BCTF) for the period June 17, 1996 to June 30, 1998, as such terms and conditions apply at June 30, 1998.

## **ARTICLE A2 RECOGNITION OF THE UNION [P.C. #A2]**

A2.1 The 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 employer 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. #A3 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.

## **ARTICLE A4 LOCAL AND BCTF DUES DEDUCTION [P.C. #A4]**

A4.1 The employer 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 employer 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 employer 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 employer 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 employer.
- A4.5 The employer 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. #A5]**

- A5.1 Local representatives on committees specifically established by this Collective Agreement shall be appointed by the Local.
- A5.2 In addition, if the employer 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 employer to any employee who is a representative on a committee referred to in Clause 1 and 2 above, in order to attend meetings that occur during normal instructional hours. Teacher on Call costs shall be borne by the employer.
- A5.4 When a Teacher on Call is appointed to a committee referred to in Clause 1 or 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. #A6]**

### **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 employer 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 thirty (30) working days of the alleged violation, or within thirty (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 ten (10) working days of the date of the request made for a meeting referred to in paragraph (2a) 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 ten (10) working days of the referral to Step Two in paragraph (3a) the Local may, within a further ten (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 employer shall meet within ten (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; and/or

A6.4.1.2 at least one of the employer representatives shall be a trustee [applicable to SD 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 employer 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 ten (10) working days of the meeting referred to in paragraph (4), the Local or the employer where applicable may refer a "local matters grievance," as defined in Appendix 2 and Addendums, to arbitration within a further fifteen (15) working days. (See Provincial Letter of Understanding No. 1, page 86.)

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 ten (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 ten (10) working days of the meeting referred to in paragraph (4), the BCTF or BCPSEA where applicable may refer a "provincial matters grievance," as defined in Appendix 1 and Addendums, to arbitration within a further fifteen (15) working days. (See Provincial Letter of Understanding No. 1, page 86.)

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 ten (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 7.a and 7.b 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 sixty (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.c 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 employer'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 employer 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 employer.

**ARTICLE A7 EXCLUSIONS FROM THE BARGAINING UNIT**

- A7.1 Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
- A7.2 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 offices a written job description of the new position(s).
- A7.3 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 A8 TEACHERS' ASSISTANTS**

- A8.1 Teachers' assistants are employed to assist teachers in carrying out their responsibilities and duties.
- A8.2 Teachers' assistants shall work under the employment supervision of an Administrative Officer and the direct instructional supervision of teachers.

- A8.3 Teachers' assistants shall not be used as alternatives for:
- A8.3.1 lowering the pupil/teacher ratio or reducing class size;
  - A8.3.2 members of the bargaining unit, including librarians, counsellors and teachers-on-call.

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

- A11.1 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.
- A11.2 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.
- A11.3 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.
- A11.4 Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement [reference Article A15].

## **ARTICLE A12 N.W.T.U. 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 above 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 N.W.T.U./BCTF BUSINESS**

- A13.1 Each member of the N.W.T.U. 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 N.W.T.U. and/or the BCTF.
- A13.2 A qualified Teacher On Call must be available to replace the teacher requesting leave.
- A13.3 The N.W.T.U. 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 C.T.F., 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 secondment 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 Article A14.1 above 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 seventy five percent (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 N.W.T.U. 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 N.W.T.U. 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 Industrial 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, nor 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 N.W.T.U. 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 N.W.T.U. shall have access to the district mail bag delivery service and school mail boxes, where necessary, for a token fee of one dollar (\$1.00) for the conveyance of business communications to members of the Union. It is agreed that the Union will distribute materials to the schools sealed in an appropriate envelope.

## **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 below. Unless the parties agree otherwise and subject to 4 below, 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 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 5 days of the date of receipt of the request; and, for those 5 days from that date, time does not run in respect of the grievance procedure.

## **B. SALARIES AND BENEFITS**

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

- B.1.1 The salary grids in the local agreement have been revised to reflect the following general increases to salaries:
- B.1.1.1 July 1, 1998 to June 30, 1999: no adjustment
  - B.1.1.2 July 1, 1999 to March 31, 2000: no adjustment
  - B.1.1.3 Effective April 1, 2000: 2% increase
- B.1.2 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.
- B.1.3 Placement
- B.1.3.1 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 B4 and Article B10.
  - B.1.3.2 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.

**ARTICLE B1 SCHEDULE “A” – SALARY SCHEDULES**

**SCHEDULE EFFECTIVE MARCH 1, 1998 – JUNE 30, 1998**

<b>Years of Experience</b>	<b>Cat. 3 (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	31,872	32,158	35,329	38,170	38,971
1	33,518	33,909	37,293	40,334	41,145
2	35,049	35,660	39,257	42,518	43,319
3	36,484	37,411	41,221	44,692	45,493
4	37,919	39,162	43,185	46,866	47,667
5	39,355	40,913	45,149	49,040	49,841
6	40,790	42,664	47,113	51,214	52,015
7	42,225	44,415	49,077	53,388	54,189
8	43,660	46,166	51,041	55,562	56,363
9	45,095	47,917	53,005	57,736	58,537
10	46,531	49,668	54,969	59,910	60,711
11		51,419	56,933	62,084	62,885
12			58,897	64,258	65,059
		(11x1,751)	(12x1,964)	(12x2,174)	(12x2,174)

**EFFECTIVE APRIL 1, 2000**

<b>Years of Experience</b>	<b>Cat. 3</b>	<b>Cat. 4</b>	<b>CAT. 5</b>	<b>CAT.6</b>	<b>CAT.6(M)</b>
0	32,509	32,801	36,039	38,927	39,744
1	34,188	34,587	38,042	41,145	41,962
2	35,750	36,373	40,045	43,363	44,180
3	37,214	38,159	42,048	45,581	46,398
4	38,677	39,945	44,051	47,799	48,616
5	40,142	41,731	46,054	50,017	50,834
6	41,606	43,517	48,057	52,235	53,052
7	43,070	45,303	50,060	54,453	55,270
8	44,533	47,089	52,063	56,671	57,488
9	45,997	48,875	54,066	58,889	59,706
10	47,462	50,661	56,069	61,107	61,924
11		52,447	58,072	63,325	64,142
12			60,075	65,543	66,360
Increment		11 x 1,786	12 x 2,003	12 x 2,218	12 x 2,218

**ARTICLE B2 TEACHER ON CALL PAY AND BENEFITS (P.C. #B.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 Effective September 1, 1997, for the purposes of Employment Insurance, the employer 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 Effective July 1, 1998, 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 Effective July 1, 1998, 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 Effective July 1, 2000, Teachers on Call shall be paid an additional compensation of \$3 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 per day inclusive of benefits until June 30, 2000.
- B2.6.2 Effective July 1, 2000, 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 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 21st, 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 excepting when assigned to substitute as a teacher on call for a part time teacher on less than .5 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 teaching days by the return of a teacher who subsequently is absent within two 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 Effective June 1,1999, 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 0.25 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 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 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 fifty hours.
- B2.13 Priority Placement List
- B2.13.1 The Board agrees to maintain a minimum of two 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 E11.1.4. 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 Head Teacher - 1.45% of P.A. Masters’ Maximum per class
- B3.4 Senior Teacher - 1.69% of P.A. Masters’ Maximum
- B3.5 French Coordinator - 8.47% of P.A. Masters’ Maximum
- B3.6 First Aid Attendant - 1.23% of P.A. Masters’ Maximum  
Reimbursement of course fees on proof of successful completion of appropriate course.

### **ARTICLE B4 RECOGNITION OF EXPERIENCE**

- B4.1 Full recognition will be given to all experience:
  - B4.1.1 in public schools of the British Commonwealth and the United States which is approved by the School Board;
  - B4.1.2 in 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;
  - B4.1.3 in Government Schools and Ministries of Education in Canada, and if the total of such experience is less than a completed number of ten-

month years, the teacher shall qualify for an increment if that part year's experience exceeds eight months.

- B4.2 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.
- B4.3 The Board may recognize experience other than that stated in B4.1 or B4.2 if:
- B4.3.1 the experience is in an occupation closely related to the main teaching subject and has been gained within the ten-year period immediately preceding entry or re-entry into teaching;
  - B4.3.2 The experience is in a trade or profession the function of which is closely related to teaching and has been gained within the ten-year period immediately preceding entry or re-entry into teaching;
  - B4.3.3 only half of such experience is recognized up to a maximum of five years;
  - B4.3.4 the resulting salary does not exceed the maximum of the category in which the teacher is paid;
  - B4.3.5 secondment or leave of absence is preapproved by the Board.
- B4.4 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.

## **ARTICLE B5 INCREMENTS**

- B5.1 Except for teachers who have already reached maximum in their respective salary categories, increments shall be added.
- B5.2 on September 1st to all teachers:
- B5.2.1 on exchange;
  - B5.2.2 on approved leave to teach in another district;
  - B5.2.3 on sponsorship by the Department of National Defence;
  - B5.2.4 employed by an organization which the Superintendent considers to be closely associated with the educational pursuits of the Board;
  - B5.2.5 on leave to or seconded by a university, college or technical institute;
  - B5.2.6 on secondment to the BCTF or the N.W.T.U.;

B5.2.7 on education leave;

B5.2.8 on maternity leave to a maximum of ten months.

B5.3 On January 1st to all teachers who qualify, or who will qualify at the commencement of the second semester in a teacher year.

B5.4 To all part-time teachers who accumulate the equivalent of two hundred (200) school days' experience within a three-year period.

#### **ARTICLE B6 INCREMENT DATES**

B6.1 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 the Personnel Department one month prior to the incremental anniversary date.

B6.2 Periods of part-time teaching, and short term appointments shall be added together for accumulation of years of experience credit.

B6.3 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.

#### **ARTICLE B7 NO CUTS IN SALARY**

B7.1 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 B8 POSITIONS OF SPECIAL RESPONSIBILITY**

B8.1 If the Board creates a position of special responsibility:

B8.1.1 a description shall be written;

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

B8.2 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 B9 P.B.+15 (CATEGORY 6)**

- B9.1 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.
- B9.1.1 All courses to be credited to the 15 units must be numbered 300 or higher.
  - B9.1.2 One 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.
  - B9.1.3 The 15 units is based on the University of B.C.'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).
  - B9.1.4 Applications shall be submitted to the Director of Personnel by letter outlining appropriate courses taken along with an official transcript from the university.
- B9.2 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 Personnel, in writing, that submission for category change is made.

## **ARTICLE B10 CATEGORY ELIMINATION**

- B10.1 Teachers on the Category 2/EB level shall be paid at their respective experience levels on Category 3/EA.

## **ARTICLE B11 FIRST AID**

- B11.1 A teacher who holds a valid industrial 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 B12 MILEAGE ALLOWANCE**

- B12.1 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 B13 PAY PERIODS**

- B13.1 Teachers on temporary contract shall be paid in 10 month installments 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.
- B13.2 All other teachers shall be paid over 12 months, commencing July 1, 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 teacher.
- B13.3 The Board shall take such steps as to insure that no teacher's pension contributions or date of superannuation is adversely affected by the above pay period provision.
- B13.4 Should any teacher resign from the Board's employ after June 30th and before the beginning of school, the teacher 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).



<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 B14 PART MONTH PAYMENTS AND DEDUCTIONS**

- B14.1 The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the teacher.
- B14.2 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 B15 BENEFITS, PREMIUMS AND COVERAGE**

- B15.1 The School Board shall pay eighty per cent (80%) of the cost of the Medical Services Plan of B.C., 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 two hundred dollars (\$200.00) as being the maximum claimable during any twenty-four (24) month period
- B15.2 The School Board shall pay eighty (80%) of the premiums of the BCTF/BCSTA Group Insurance Plan "B" for each full and part time teacher employed by the Board.

- B15.3 The School Board shall pay eighty (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% - \$2,500.00 Maximum)
- B15.4 The entire premium cost of the Long Term Disability Plan in effect shall be paid by the teachers and administered by the Board.
- B15.5 If a teacher who is receiving salary under a Salary Indemnity or Long Term Disability Plan prepays 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 year after the expiration of the teacher's sick leave benefits.
- B15.6 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.
- B15.7 Benefit Plan Information and Changes (Effective July 1, 1993)
- B15.7.1 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.
- B15.7.2 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 B16 GENERAL BENEFITS ENTITLEMENT**

- B16.1 The Board shall provide each teacher with an application or enrolment 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 enrolment form must be so noted by the teacher and kept on file by the Board.

- B16.2 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.
- B16.3 The Board will assist teachers in obtaining required benefits from the various benefit plans.
- B16.4 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.
- B16.5 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.
- B16.6 Benefit coverage shall be extended to the end of the teaching month following a deduction of premiums.
- B16.7 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 B17 BENEFIT PAYMENTS ON DEATH**

- B17.1 In the event of the death of a teacher with six 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.
- B17.2 In addition to the payment in Article B17.1, the Board will also pay one additional month's salary for any employee who has been in the service of the Board for more than ten years and covered by this Agreement.
- B17.3 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 B18 UIC REBATE [P.C. #B.4]**

- B18.1 The employer shall remit monthly to the BCTF Salary Indemnity Fund the proportionate share of the Employment Insurance premium reduction which has been established as [not less than 5/12 of said reduction].
- B18.2 The employer shall calculate each employee's share of the savings which have been remitted pursuant to Clause 1 above and include that amount as part of the employee's taxable income on the yearly T4 slip.

## **ARTICLE B19 REGISTERED RETIREMENT SAVINGS PLAN [P.C. #B.5]**

- B19.1 In this Article:
- B19.1.1 "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
  - B19.1.2 "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.
- B19.2 Where an alternative plan exists in a district pursuant to paragraph 1.b above that plan shall remain in effect for the term of the Transitional Collective Agreement [not applicable to SD 40 New Westminster].
- B19.3 The BCTF Plan shall be made available in all districts not included in Clause 2 above no later than October 15, 1996.
- B19.4 The employer 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 employer 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.
- B19.5 B19.5.1 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 employer.
- B19.5.2 Following the implementation of the BCTF Plan, the employer 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 employer.

- B19.6 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.
- B19.7 Following the establishment of the BCTF Plan pursuant to Clause 3 above, employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
- B19.7.1 between September 1 and September 30 or December 15 and January 15 in any school year;
- B19.7.2 no later than sixty (60) days following the commencement of employment or the establishment of the BCTF Plan in a district.
- B19.8 An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
- B19.9 There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
- B19.10 Following the establishment of the BCTF Plan pursuant to Clause 3 above, participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
- B19.11 The BCTF Plan established in a district pursuant to Clause 3 above 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 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 persons representing the School Board and two persons representing the New Westminster 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 EMPLOYMENT ON CONTINUING CONTRACT**

C1.1 All teachers appointed by the Board to the teaching staff of the district shall be appointed on a continuing contract of employment, except for:

C1.1.1 temporary appointments who will be used to fill positions which are temporarily vacant or temporarily existing; and

C1.1.2 teachers on call, subject to the provisions of this agreement.

### **ARTICLE C2 SENIORITY--LAY OFF--RECALL--SEVERANCE PAY**

C2.1 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.

## C2.2 Definition of Seniority

- C2.2.1 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.
- C2.2.2 When the seniority of two or more teachers is equal pursuant to C2.2.1, the teacher with the earliest date of letter of appointment shall be deemed to have the greatest seniority.
- C2.2.3 When the seniority of two or more teachers is equal pursuant to C2.2.2, 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.
- C2.2.4 When the seniority of two or more teachers is equal pursuant to C2.2.3, 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.
- C2.2.5 For the purposes of this article, all Board- approved leaves of absence shall count toward continuous length of service with the Board.
- C2.2.6 For the purpose of this agreement, continuity of service shall be deemed not to have been broken by maternity leave.

## C2.3 Definition of Qualifications

- C2.3.1 In this agreement, “necessary qualifications” in respect of a teaching position which are determined by the Superintendent will mean the possession of a valid B.C. Teaching Certificate; evidence of satisfactory teaching experience and one or more of the following:
- C2.3.1.1 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;
  - C2.3.1.2 a University major or minor or the recognized equivalent, directly related to the teaching position;
  - C2.3.1.3 recent demonstrated successful experience in a similar position;

C2.3.1.4 recent successful completion of credit courses and evidence of involvement in other Professional Development activities related to the teaching position.

C2.3.2 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 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.

#### C2.4 Security of Employment on Seniority and Qualifications

C2.4.1 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.

C2.4.2 The Board and the Union agree that the transfer process set out in Article E1 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 Article E9 and E10. 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 E1. It is clearly understood that any such Board actions are subject to the Grievance Procedure.

C2.4.3 The Board shall give each continuing teacher it intends to lay off pursuant to Article C2 thirty (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.

C2.4.3.1 the minimum thirty 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.



C2.4.3.2 when a lay off of a teacher is the result of a successful appeal under C2.9 for that teacher's position, the notice will become effective at the end of a minimum thirty day period.

## C2.5 Teachers' Rights of Re-Engagement

- C2.5.1 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 thirty 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.
- C2.5.2 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.
- C2.5.3 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.
- C2.5.4 A teacher who is offered re-engagement pursuant to C2.5.3 shall inform the Board whether or not the offer is accepted, within forty-eight hours of the receipt of such offer.
- C2.5.5 The Board shall allow up to seven calendar days from acceptance of an offer under paragraph C2.5.4 for the teacher to commence teaching duties. A longer period shall be allowed where mutually agreeable.
- C2.5.6 A teacher's right to remain on the recall list under this Article is forfeited if:
- C2.5.6.1 A teacher elects to receive severance pay under C2.10 (Severance Pay) of the Security of Employment for Teachers with Continuing Appointments (Bill 3 Exemption);
  - C2.5.6.2 the teacher refuses to accept offers for three different positions for which he/she possesses the necessary

qualifications, provided such offers are for a period of one school term or more; or

C2.5.6.3 the teacher has not been re-engaged within twenty-seven calendar months of the date of lay off under this Article;

C2.5.6.4 the teacher has accepted a continuing appointment in another school district or within the Ministry;

C2.5.6.5 C2.5.6.2 does not apply if at the time of such offers the teacher would be entitled to maternity leave, or is attending university full time.

C2.5.7 Upon re-engagement, a teacher shall be entitled to a continuing appointment to the teaching staff of the district.

## C2.6 Seniority List

C2.6.1 The Board shall, by October 15 of each year, forward to the Union a list of all teachers employed by the Board (in order of seniority calculated according to C.2.2 as of September 1 of that year (Definition of Seniority). Challenges to this list must be made in writing to the Superintendent by November 15th.

## C2.7 Sick Leave

C2.7.1 A teacher recalled pursuant to C2.5 shall be entitled to all sick leave credit accumulated at the date of lay off.

## C2.8 Benefits

C2.8.1 A member who retains the right to re-engagement pursuant to C2.5 shall be entitled, if otherwise eligible, to maintain participation, at no cost to the Board, in all benefits provided in this agreement.

## C2.9 Appeal Procedure

C2.9.1 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 calendar days by the concerted efforts of a committee made up of a representative of the Board and a representative of the New Westminister Teachers' Union, all matters shall then be referred to the Appeal Committee which shall:

C2.9.1.1 investigate the difference or grievance,

C2.9.1.2 define the issue in the difference or grievance, and

- C2.9.1.3 issue written decisions to resolve the difference or grievance within seven calendar days of the date of receipt of such request.
  - C2.9.2 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.
  - C2.9.3 The Appeal Committee shall be composed of five members:
    - C2.9.3.1 two members of the New Westminster Teachers' Union appointed by the Union and holding continuing appointments;
    - C2.9.3.2 two members appointed by the Board, both holding Teaching Certificates and both members of the excluded staff employed by the Board;
    - C2.9.3.3 a Chairperson
  - C2.9.4 The Chairperson of the Committee shall be appointed by agreement of the two 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.
  - C2.9.5 All costs of the Chairperson of the Committee shall be shared equally by both parties.
- C2.10 Severance Pay
  - C2.10.1 A teacher on continuing appointment who has one or more years of continuous employment with S.D. 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 C2.5 is lost, i.e. 27 months.
  - C2.10.2 Severance pay shall be calculated at the rate of five per cent of one year's salary for each year of service with S.D. No. 40 (New Westminster) to a maximum of equal to two 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.
  - C2.10.3 A teacher who receives severance pay pursuant to this article and who, notwithstanding C2.5, 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 C2.10 of this paragraph, the calculation of years of service shall commence with the date of such rehiring.

## **ARTICLE C3 SUSPENSION, DISMISSAL AND DISCIPLINARY ACTION**

- C3.1 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.
- C3.2 Procedures regarding dismissal for unsatisfactory performance are addressed in the Article C4 of this agreement.
- C3.3 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.
- C3.4 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.
- C3.5 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:
- C3.5.1 the employee and the Union shall be given seventy-two (72) hours notice of the hearing and a written statement of the grounds for the contemplated action;
  - C3.5.2 twenty-four (24) hours prior to the hearing, both parties shall exchange all documents that will be considered at the hearing;
  - C3.5.3 the Union on behalf of the employee may file a written reply to the allegations prior to the meeting;
  - C3.5.4 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;
  - C3.5.5 in the case of suspension, the meeting referred to herein may be waived by mutual agreement.

- C3.6 Differences respecting dismissal and disciplinary action shall be subject to the grievance procedure in Article A6 of this agreement.
- C3.6.1 Dismissal grievances may be initiated at step 3 of the Grievance Procedure.
- C3.7 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.
- C3.8 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.
- C3.9 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 C4 PROCEDURES WHERE DISMISSAL BASED ON PERFORMANCE**

- C4.1 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.
- C4.2 The reports referred to in C4.1 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:
- C4.2.1 the reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months;
- C4.2.2 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;
- C4.2.3 the other two reports shall include only reports of:
- C4.2.3.1 a District Superintendent of Schools, a Superintendent of Schools or an Assistant Superintendent of Schools,
- C4.2.3.2 a Director of Instruction, or
- C4.2.3.3 the principal of a school to which the teacher is assigned.
- C4.2.4 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.

- C4.2.5 The reports shall be written independently of each other.
- C4.2.6 Where the Board has, after the receipt of one 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.

- C4.3 Where the Board intends to dismiss a teacher on grounds of less than satisfactory teaching situation, it shall, no later than two 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.
- C4.4 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 C5 RETRAINING**

- C5.1 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.
- C5.2 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 enrolment 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.
- C5.3 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.
- C5.4 Such retraining should involve:
  - C5.4.1 retraining ahead of anticipated or identified new assignments, such as new grade level, subject area, or special services.
  - C5.4.2 combining of theory and practice as part of an appropriate retraining program.

- C5.4.2.1 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; or
- C5.4.2.2 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 C6 RESIGNATION [P.C. #C.1]**

- C6.1 An employee may resign from the employ of the employer on thirty (30) days' prior written notice to the employer or such shorter period as mutually agreed. Such agreement shall not be unreasonably denied.
- C6.2 The employer shall provide the local with a copy of any notice of resignation when it is received.

**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 the Personnel Office. 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 Non-Instructional Time
  - C7.8.1 Part time employees shall receive the amount of non-instructional time as specified in Article D3 of this agreement.
- C7.9 Benefits
  - C7.9.1 Part time employees of .4 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 inservice activities which occur outside of their regularly scheduled instructional assignment shall be paid pursuant to Article D4.
- 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 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 1 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 twenty-five (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 or more temporary contracts of four (4) continuous months full time equivalent of one 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 Section C Article 2 (Seniority).
- 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 different positions are declined;
  - C8.2.1.4.2 the teacher has not been re-engaged within fifteen 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 persons, namely two representatives from the New Westminster Teachers' Union and two 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 thirty 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 Section E Article E.4 (Transfers and Assignments.)
- C8.3.2 Upon written application by the teacher and commencing September 1, 1993, 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 twelve consecutive school months.

## **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 At the time the vandalism occurs, the employee is in attendance at a function directly related to his/her assignment.
- C9.3 The employee provides the Board with a receipt covering the cost of repairs.
- C9.4 Payment will be limited to \$50.00 or the actual cost, whichever is the lesser.
- C9.5 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.
- C9.6 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 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 N.W.T.U. 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 B.C. 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 defence 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 STAFFING FORMULA – [P.C. #D.1]**

**NON-ENROLLING/ENGLISH AS A SECOND LANGUAGE TEACHERS**

- D1.1 The Government will provide funding in order to decrease the ratios of non-enrolling teachers to students. Notwithstanding the ratios established in this article, in no event will the financial obligations to Government or School Districts resulting from this article exceed the funding being made available by Government, in each year of the Agreement, as follows:
  - Year 1 (July 1, 1998 to June 30, 1999) \$20 million
  - Year 2 (July 1, 1999 to June 30, 2000) \$5 million
  - Year 3 (July 1, 2000 to June 30, 2001) \$5 million
- D1.2 Districts shall utilize the funding outlined above, exclusively for the purposes of hiring additional non-enrolling teachers and will make all reasonable efforts to comply with the non-enrolling staffing ratios agreed by the Parties, which are estimated to be achievable within the allocation of funding and are described below.
- D1.3 Non-enrolling staffing ratios

D1.3.1 Employee staffing ratios in each category shall not decrease below the number reported in the 1997/98 Ministry form 1530, and as follows:

Teacher Librarians: 1:702

Counsellors: 1:535

Learning Assistance Teachers: 1:504

Special Education Resource Teachers: 1:342

Support for ESL Students: *Yet to be determined.*

D1.3.2 Teacher Librarians

Effective July 1, 1998, teacher librarians shall be provided on a minimum pro-rated basis of teacher librarians to students in the ratio 1:702.

Effective July 1, 1999, teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to seven hundred and two (702) students.

D1.3.3 Counsellors

Effective July 1, 1998, counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to five hundred thirty-five (535) students.

D1.3.4 Learning Assistance Teachers

Effective July 1, 1998, learning assistance teachers shall be provided on a minimum pro-rated basis of learning assistance teachers to students in the ratio of 1:504.

Effective July 1, 2000, learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to three hundred and eighty-seven (387) students.

D1.3.5 Special Education Resource Teachers

Special education resource teachers shall be defined as those teachers assigned to programs 1.16, 1.17 and 1.18 by School Districts on Ministry form 1530, September 1997.

Effective July 1, 1998, special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to three hundred forty-two (342) students.

D1.4 Support for ESL Students

D1.4.1 ESL students shall be defined pursuant to the definition used for reporting to the Ministry in the 1996 form 1701, “those students whose English language performance is sufficiently different from standard English to prevent them from reaching their potential”.

D1.4.2 Effective July 1, 1998, teachers specifically assigned to providing instruction to ESL students shall be provided on a minimum pro-rated basis yet to be determined. Staffing ratios shall not decrease below the number reflected in the 1997/98 Ministry form 1530 and as shown in Appendix A attached. (See page 102.)

D1.5 Process [New Provisions as revised by June 4, 1999 Letter of Understanding]

D1.5.1 By May 15, 1998, the Ministry of Education will provide to each district, in writing, an estimated funding amount that will be provided to achieve the goals of this article, subject to all of the provisions and expectations of this article. This funding will be based on the non-enrolling requirements as delineated in Appendix A. (See page 102.)

D1.5.2 Prior to June 10, 1999 and May 30 in subsequent years, each school district shall hold a meeting with representatives of the Local for the purpose of general discussion of staffing plans for schools within that school district. The district shall make the Local aware of any potential non-compliance with non-enrolling/ESL staffing ratios and the reasons for that potential non-compliance.

D1.5.3 In the event that the District concludes it is not able to achieve the required ratios with the estimated funds, or that implementation of the article creates other costs which cannot be met with the allocated funds, the District shall, by no later than June 15 of that year submit its staffing plan to the Ministry, with copies to the Local, BCTF and BCPSEA and state therein the reasons why, in the opinion of the District, it is not possible to achieve the ratios which would otherwise apply.

D1.5.4 Between June 16 and September 15, inclusive, the staffing plan may be referred to a joint committee of no more than 3 representatives of the District and no more than 3 representatives of the Local. Any Local believing its Board not to be in compliance with respect to meeting required ratios, may also call for and have a meeting of the joint committee. The joint committee shall meet within five working days of such referral and shall address whether or not it is possible to resolve any outstanding issues in order to achieve the non-enrolling/ ratios referred to in the Agreement.

- D1.5.5 When this process fails, either party, within 5 working days, may refer the matter to a mutually acceptable arbitrator from the agreed upon list for an expedited arbitration.
- D1.5.6 By September 30, the Ministry of Education shall communicate to School Districts, in writing, the level of funding the District will receive in each year to support increased levels of non-enrolling staffing.
- D1.5.7 By September 30 in each year of this agreement, each District shall submit to the Ministry with copies to the Local and the BCTF, the Staffing Formulae Implementation Plan detailing the actual staffing formulae for the categories identified in paragraphs 3 and 4 above.

[Please refer to June 22, 1999 Letter of Understanding #4, page 95, for list of agreed-to arbitrators.]

- D1.6 The process set out in paragraph 5 will be implemented on an accelerated schedule as determined by the Ministry of Education, in consultation with the Parties, for years 2 and 3 of the Agreement.
- D1.7 All provisions regarding non-enrolling teachers, in the previous Collective Agreement shall apply, except as modified by this article. Where the previous Collective Agreement provides for services, case load limits or ratios additional or superior to those established through this process, the services, case load limits or ratios from the previous Collective Agreement shall continue to apply.

**ARTICLE D2 CLASS SIZE AND COMPOSITION**

**IMPORTANT NOTE:**

The following class size language is significantly affected by the ‘Memorandum of Agreement K-3 Primary Class Size’. This Memorandum is attached to this contract at page 97.

The basics of the Memorandum provide the following maximum class sizes:

	98-99	99-00*	00-01*
K	20	20	20
1	24	23	22
2		23	22
3		23	22

\*Subject to the Memorandum of Agreement K-3 Primary Class Size, paragraph 8, page 98.



For further details on split classes and other details, the actual Memorandum should be consulted

- D2.1 The common objective of the Board and the New Westminster Teachers' Union is to provide the pupils in the New Westminster schools with the highest quality of instruction.
- D2.2 Both parties recognize that conditions must exist under which teachers are able to:
  - D2.2.1 determine individual needs and learning styles of pupils
  - D2.2.2 adapt programs accordingly;
  - D2.2.3 prepare adequately for instruction;
  - D2.2.4 evaluate and monitor student progress;
  - D2.2.5 maintain necessary contact with parents, administrators, appropriate social and health agencies and auxiliary personnel;
  - D2.2.6 keep appropriate records.
- D2.3 The Board agrees to recognize the budgetary requirements of the class size limits indicated in the following section when determining the annual budget for the district.
- D2.4 In support of the conditions listed in D2.2 and D2.3 the Board recognizes the following limits in class sizes.

## D2.5

## Class Size

Class	Students
Kindergarten	20
Primary class that includes Kindergarten	20
Primary: Subject to the provisions of the Memorandum of Agreement K-3 Primary Class Size, para. 8, page 100.	24 (98-99) 23 (99-00) 22 (00-01)
Primary/Intermediate Split: Subject to Memorandum of Agreement	26
Special	10
Intermediate Ungraded/Split (4,5,6,7)	28
Intermediate (straight grade) (4, 5, 6, 7)	30
Lab Sciences	24
Shop	24
Modified Class (Secondary)*	16
Communications 11/	24
Home Economics Labs/Ind.Ed./Art.	24
Computer	24
Multilevel	28
E.S.L.	15
Any Other Class (4-12)	30
Total Secondary Weekly Teaching Load	196

\*Modified class (Secondary) includes Mathematics 8 Modified, English 8 Modified, English 9 Modified, English 10 Modified, Science 8 Modified, Science 9 Modified, Science 10 Modified and Socials 8 Modified, Socials 9 Modified, Socials 10 Modified and Socials 11X.

## D2.6

Flexibility Factors: Refer to Memorandum of Agreement K-3 Primary Class Size, paragraph 6, for limitations on these clauses.

- D2.6.1 The above limits shall be in place by the end of the first two weeks for any school on a quarter system, and by the end of September for schools on the semester or annual system.
- D2.6.2 The above limits may be exceeded by two students when the Board has shown that it has taken every reasonable step to adhere to these limits.
- D2.6.3 In addition to the flexibility factors specified in D2.6.1 and D2.6.2, the Board may exceed the class size limits to meet legislated budgetary controls; in no circumstances, however, will a class be exceeded by more than three students.
- D2.7 The parties recognize that a lower number of students is desirable in multigrade classes and therefore the school-based team, D2.10, shall take this factor into consideration by at least one.
- D2.8 Unique groupings of students varying from the class size stated above may be created at the initiative of the teachers involved to fulfill particular educational purposes.
- D2.9 The integration of students with special needs who fall into the categories of High Incidence/Low Cost or Low Incidence/High Cost, excepting Gifted and Talented, will result in a smaller class size by at least one than the numbers listed above. In any case the number of High Incidence/Low Cost or Low Incidence/High Cost students, excepting Gifted and Talented, in any one class shall not exceed three (3). If there are three (3) High Incidence Low Cost/Low Incidence High Cost students in a class the size will be reduced by at least two (2) from the numbers listed above.
- D2.10 A school based team consisting of the teacher, school principal, resource personnel and associate professionals shall be consulted about the identification of special needs students and shall determine the placement of the resources for, the integration of students in his/her class to ensure that these are appropriate to the special needs of such students in his/her class. Release time for consultation, support services and in-service to meet the teachers' requirements shall be planned for at these meetings.
- D2.11 Expedited Procedure
- Teachers shall report classes exceeding the class size numbers in D2.5 and/or a class containing perceived composition problems on a form designed jointly by the Parties and provided by the Employer. Distribution of the completed form shall be to the principal, personnel office, school staff representative and the Union President. Concerns about class size violations shall be reported to the principal. If the concerns are not satisfactorily resolved within one week, the matter shall be referred to expedited arbitration, beginning at A23.3.

### **ARTICLE D3 HOURS OF INSTRUCTION**

- D3.1 No elementary teacher shall be required to offer instruction for more than five (5) hours per day, or twenty-five (25) hours per five-day week, including preparation time. No secondary teacher shall be required to offer instruction for more than five and one-half (5.5) hours per day, or twenty-seven and one-half (27.5) hour per five-day week, including preparation time.

### **ARTICLE D4 PREPARATION TIME - ELEMENTARY AND SECONDARY SCHOOLS**

- D4.1 Commencing September 1, 1993, each elementary teacher shall be entitled in each five day week to one hundred (100) minutes of free time from instructional and supervisory duties during the school day which is exclusive of recess and noon intermission.
- D4.2 Part-time elementary teachers at .5 or above shall receive a pro rata entitlement based on their full time equivalent assignment to the school.
- D4.3 Where practicable, the unassigned time shall be scheduled in modules of not less than twenty (20) minutes.
- D4.4 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 .5 or above.

### **ARTICLE D5 REGULAR WORK YEAR FOR TEACHERS**

- D5.1 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.
- D5.2 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.
- D5.3 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.

### **ARTICLE D6 SUPERVISION DUTIES (NOON HOUR)**

- D6.1 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 recess per week. The duty roster shall be set by the staff committee in each school.

## **ARTICLE D7 EXTRA-CURRICULAR ACTIVITIES**

- D7.1 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.
- D7.2 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.
- D7.3 Extra-curricular activities shall not form any part of a job description, or evaluation of a teacher unless requested by the teacher.
- D7.4 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.
- D7.5 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 D8 AVAILABILITY OF TEACHERS ON CALL**

- D8.1 A teacher on call shall be provided by the Board during the absence of any teacher who has teaching assignments except that:
- D8.1.1 in the event of an emergency a Senior Administrator or Administrative Officer may perform the duties of the absent teacher; or
  - D8.1.2 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.
- D8.2 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.
- D8.3 Duties other than the normal teacher's workload shall not be assigned.

## **ARTICLE D9 STAFF MEETINGS**

- D9.1 Teachers must attend staff meetings in accordance with the provisions of this Article unless excused by their principal.

- D9.1.1 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.
- D9.1.2 An agenda of items shall be given to teachers twenty-four (24) hours prior to any staff meeting where possible.
- D9.1.3 Teachers may place items on the agenda to be considered.
- D9.1.4 Written minutes shall be maintained and copies shall be provided to staff.
- D9.2 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:
  - D9.2.1 to commence more than one (1) hour prior to the beginning of classes;
  - D9.2.2 commence no later than ten (10) minutes after classes conclude and last no longer than ninety minutes after regular dismissal time of students.
- D9.3 Teachers shall attend staff meetings held at recess, lunch hour or outside the above time frame on a voluntary basis.
- D9.4 Teachers shall make every possible effort to attend staff meetings that may extend beyond the time frame set out in this Article.
- D9.5 The staff may elect a chairperson to chair staff meetings.
- D9.6 Part time and itinerant teachers shall attend staff meetings whenever practicable or when the staff meeting is contiguous with the instructional assignment.
- D9.7 There shall be a maximum of four (4) hours of staff meetings per month.

## **ARTICLE D10 STAFF COMMITTEES**

- D10.1 If the majority of the teaching staff in the school so decide, there shall be established a recognized staff committee in that school.
- D10.2 The size and membership of such a staff committee shall be determined by the teaching staff.
- D10.3 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.
- D10.4 Implementation:

- D10.4.1 The school administration shall consider written recommendations put forward by the staff committee.
- D10.4.2 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.
- D10.4.3 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 D11 LOCAL UNION INVOLVEMENT IN BOARD BUDGET PROCESS**

- D11.1 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 D12 POLICY CHANGES BY THE BOARD**

- D12.1 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 D13 HEALTH AND SAFETY**

- D13.1 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:
- D13.2 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.
- D13.3 The following health standards shall be maintained in district schools:
  - D13.3.1 specific problems which endanger the health and safety of individual teachers or students must be eliminated.
  - D13.3.2 adequate supplies of soap, toweling and tissue must be maintained.

- D13.3.3 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.
- D13.4 The Board shall establish policies that require schools to establish systems for administering medication after consultation with teachers, parents, family physicians, the public health nurse and the medical health officer.
- D13.5 If exceptional circumstances prevent the foregoing policy from being applicable and teachers are requested to administer medication, the following conditions constitute prerequisites:
- D13.5.1 teachers volunteer to provide the service;
- D13.5.2 teachers receive training appropriate to the required duties.

#### **ARTICLE D14 HAZARDOUS MATERIALS**

- D14.1 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.
- D14.2 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 D15 HOME EDUCATION**

- D15.1 Educational services that may be required for home education students (as defined in School Act Div. 4 (12 and 13), regulation Section (3)) shall be provided by members of the bargaining unit or by the Association of Community Educators.
- D15.2 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.
- D15.3 Teachers who enroll classes or otherwise provide educational programs to school based students shall not be required to register, instruct, prepare materials or exams, assess or prepare reports or provide other educational resources to home education students.
- D15.4 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 D16 STUDENT MEDICATION AND MEDICAL PROCEDURES**

- D16.1 The provision of this article shall be in accordance with the applicable Inter-ministerial Protocol (1988).
- D16.2 Teachers shall not be called on to administer medication nor administer other medical procedures on a regular or predictable basis.
- D16.3 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.
- D16.4 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.
- D16.5 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:
- D16.5.1 teachers volunteer to provide the service;
  - D16.5.2 teachers receive training appropriate to the required duties.

## **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 employer does not condone and will not tolerate any written or verbal expression of sexism. In September of each school year the employer and the Local shall jointly notify administrative officers and staff, in writing, of their commitment to a non-sexist environment.
- E1.3 The employer 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]**

[Note: Please refer to the March 14, 1997 Letter of Understanding No. 2, page 87, which may affect the operation of this Article.]

- E2.1 General
  - E2.1.1 The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment.
  - E2.1.2 The employer 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

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.

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, 30 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 employer 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 employer 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 employer 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 ten (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 employer 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 employer, 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 twelve (12) months of the concluding of the collective agreement, the employer 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 the exercise of an employer's managerial and/or supervisory rights and responsibilities;

E2.5.2.3 developing an awareness of behavior 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 B.C.

### **ARTICLE E3 NO DISCRIMINATION OR HARASSMENT**

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 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 enrolment 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 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 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 After January 1, 1993, the 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 Superintendent to have the material removed two 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, equitable distribution of workload, 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 the Grievance Procedure (Article A6) 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 Personnel 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 C2.3, the order of priority for filling positions shall be:
  - E11.1.1 teachers on continuing appointments returning from leave of absence to the position they left;
  - E11.1.2 seniority within the district;
  - E11.1.3 temporary appointments with the necessary qualifications and seniority and finally;
  - E11.1.4 all other applicants once the position is posted.
- E11.2 Positions shall be filled within three 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 1 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 school staff teaching representatives and two Board appointees. Screening/short-listing activities shall not be undertaken during regular instructional time.

## **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 inservice of teachers. The term ‘inservice’ refers to activities, programmes or strategies that are skill-specific and seek to satisfy immediate job needs.

F1.2 Inservice, as such, is part of a teacher’s professional development. A set of criteria for inservice 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 programmes; and

F1.2.3 ensures that inservice programmes lead to real and sustained changes in teaching and learning in schools.

F1.3 Inservice 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 inservice programmes has shown three common factors found in the successful programmes.



- F1.3.1 The most effective inservice education programmes are those with a high degree of participant initiation and control.
  - F1.3.2 Inservice education programmes 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 Programme decisions in inservice education should be made locally (school level). The success of a programme 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 a f.t.e. teacher basis. Beginning on September 1, 1993, the amount to be allocated on a f.t.e. teacher basis shall be seven hundred and fifty dollars (\$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 N.W.T.U. 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 inservice 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; e.g.,

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;

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 Inservice 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 Inservice when calling for a Teacher On Call. Teachers on call used for Curriculum Inservice 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 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 non-instructional days for professional development activities;

F2.1.2 two 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 day as approved by the Superintendent for parent conferencing, educational matters, reporting, or administrative purposes;

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;

- 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**

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

### **F5.3 Resources**

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

F5.4 Time

The Joint Educational Implementation Committee shall attempt to attain:

F5.4.1 sufficient lead time to achieve clarity;

F5.4.2 additional time during the implementation to assess, modify and solve unanticipated problems;

F5.4.3 adequate time to evaluate, share and report;

F5.4.4 collaborative time to plan.

F5.5 Professional Autonomy

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

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 30, 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 fifteen (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 one hundred and twenty (120) days may be used in any school year.

G1.5 After 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 30 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: S.D. #36 (Surrey); S.D. #38 (Richmond); S.D. #39 (Vancouver); S.D. #41 (Burnaby); S.D. #43 (Coquitlam); S.D. #44 (North Vancouver); and S.D. #45 (West Vancouver).
- G3.2 The total sick leave accumulated in this and any other recognized district shall not exceed two hundred (200) days. Sick leave accumulated more than fifteen 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 Part 6 of 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 percent 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 percent of her current salary and the amount of U.I.C. 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 Unemployment Insurance Act in respect of such maternity payment. The Federal government has preferred changes to the Unemployment 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 weeks prior to the start of a semester or term, or by May 31 in respect to leave expiring on June 30;
- G4.3.2 Leave shall be granted upon request for a period of up to a maximum of thirty (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 weeks in advance except in respect to leave expiring June 30 where notice shall be given by May 31.

G4.4 Use of Sick Leave

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

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

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 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:

G5.1.1 for a stated period of time as requested by the teacher up to a maximum of ten (10) teaching months, or,

G5.1.2 for a period of less than ten (10) teaching months where the return to duty will coincide with the commencement of a semester or term, provided that

G5.1.2.1 such leave shall not be available within two years of the teacher being granted any parenthood leave other than under Article G4.5

G5.1.2.2 such leave shall only be available to a teacher on one 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 twelve months, no charge shall be made against accumulated sick leave;
- G8.1.2 following the first full twelve 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 full day at the teacher's discretion to attend the funeral as a mourner or pall-bearer with the approval of the Director of Personnel. 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, 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 days may be granted with pay upon written request to the Director of Personnel.

## **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 members appointed by the Union, two 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/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 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 day's leave of absence per year, with pay, to attend BCTF sponsored retirement planning seminars.

## **ARTICLE G17 EARLY RETIREMENT INCENTIVE PLAN**

G.17.1 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.

G.17.2 The fund referred to in G.17.1 will be an amount per budget year equal to the maximum of Category 3 (EA) on the salary grid.

G.17.3 In order to be eligible for this allowance, the teacher must:

G.17.3.1 be on a continuing appointment;

G.17.3.2 be age 55 or over;

G.17.3.3 be on the maximum step of the salary scale;

G.17.3.4 retire from teaching in the New Westminster School District;

G.17.3.5 have at least twenty (20) full-time equivalent years of pensionable service, as defined by the applicable pension plan;

G.17.3.6 provide the Personnel Department with notice by April 1 for those who intend to retire under this plan on June 30, or by October 1 for persons who intend to retire on December 31.

G.17.4 The allowance will be paid in one instalment 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%

G.17.5 Part-time teachers will receive the allowance pro rata to the percentage of time actually worked averaged over the last five years of service prior to retirement.

G.17.6 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 G.17.2, 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.

G.17.7 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 years by paying 100 percent of the premium costs: Dental; Extended health benefits; Group Insurance (if plan permits for retirees).

## **Provincial Letters of Understanding/Memorandums**

### **Provincial Letter of Understanding No. 1: (Designation of Local and Provincial Matters)**

This Letter of Understanding, including Appendix 1 (Provincial Matters) and Appendix 2 (Local Matters) is not reproduced here. It is relevant for purposes of local and provincial negotiations, and for the later stages of processing grievances. Copies of this Letter of Understanding and Appendices are available from the local union office, the board office, British Columbia Teachers' Federation (Bargaining Services Division) or British Columbia Public School Employers' Association.

## **Provincial Letter of Understanding No. 2: Harassment/Sexual Harassment**

**Between**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**and**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Concerning**

**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 One.
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 14th day of March, 1997.

Original signed by

Original signed by

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Alice McQuade  
BCTF President

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Sherida Harris  
BCPSEA



## **Provincial Letter of Understanding No. 3 Re: Mid Contract Modifications**

**Between**

**The British Columbia Teachers' Federation (BCTF)**

**And**

**The British Columbia Public School Employers' Association (BCPSEA)**

The parties agree to the following to resolve disputes arising out of the implementation of the Provincial Collective Agreement:

1. Obligations of Boards re: Non-Enrolling/ESL Ratios
  - a. Boards are obligated to maintain the ratios so that they do not decrease below the 1997-98 ratios in Appendix A, including any amendments thereto.
  - b. Where a Board receives funding in order to decrease the ratios of non-enrolling/ESL teachers to students, the Board is obligated to expend the funds received exclusively on hiring additional teachers to those produced by the ratios in (a) above within the category specified including costs necessarily and directly related thereto. A Board is not required to spend funds beyond those allocated by the Agreement for the purpose of decreasing the ratio and thus may not be able to meet the Appendix A ratios set out for Years 2 and 3.
  - c. Where the 1997-98 ratio in Appendix A does not accurately reflect the non-enrolling/ESL service level in place on September 30, 1997, and where disputes regarding compliance have arisen, the 1997-98 ratio will be adjusted to reflect the level of service agreed by the Board and the Local by applying the following principles:
    - i. if the revised ratio remains superior to the provincial minimum ratio, then the revised ratio forms the base and Appendix A will be amended accordingly,
    - ii. if the revised ratio is inferior to the provincial minimum ratio, then the provincial minimum becomes the ratio in either Year 2 or 3.
    - iii. where the ratio in Appendix A included Administrative Officers in the "teacher" column when the levels of service were reported for 1997-98,

(i) if removal of the number of Administrative Officers from the 1997-98 ratio results in a ratio that remains superior to the provincial minimum ratio, then the revised ratio forms the base and Appendix A will be amended accordingly.

(ii) if removal of the number of Administrative Officers from the ratio results in a ratio that is inferior to the provincial minimum ratio, the incumbent is grandfathered. When the individual leaves the position he/she can no longer be counted for purposes of meeting the ratio and the ratio must be met by counting only teachers within the bargaining unit.

- d. Should Article A.1.2 of the Provincial Collective Agreement come into effect, the obligations of Boards will continue as outlined in a. and b. above as long as the Ministry continues to replicate both the funding and the funding distribution system for Year 3 as outlined in Appendix A except where amended by mutual agreement of the parties and subject to the Ministry providing a letter confirming that the funding distribution system and monies in place for Year 3 will be replicated during any bridging period prior to the ratification of a subsequent collective agreement.

2. Resolution of outstanding district-specific disputes.

- a. School District No. 6 (Rocky Mountain)

Special Education Appendix A ratio for Years 2 and 3 of the agreement is 1:342

The parties agree to request Ministry funding for the necessary additional FTE teachers to assist in meeting this ratio.

- b. School District No. 23 (Central Okanagan)

Learning Assistance Appendix A ratio for Years 2 and 3 of the agreement is 1:490

- c. School District No. 33 (Chilliwack)

Special Education Appendix A ratio for Years 2 and 3 of the agreement is 1:342

- d. School District No. 43 (Coquitlam)

Learning Assistance Appendix A ratio for Years 2 and 3 of the agreement is 1:504

- e. School District No. 64 (Gulf Islands)  
Counselling Appendix A ratio for Years 2 and 3 of the agreement is 1:651
- f. School District No. 78 (Fraser Cascade)  
Teacher Librarian Appendix A ratio for Years 2 and 3 of the agreement is 1:569
- g. School District No. 79 (Cowichan Valley)  
Teacher Librarian Appendix A ratio for Years 2 and 3 of the agreement is 1:559

3. Process to resolve outstanding district-specific disputes

The parties each agree to name an individual representative to meet and discuss the following disputes (a. and b.) with the local parties and to attempt to achieve a resolution by June 10, 1999.

- a. School District No. 40 (New Westminster)  
Counselling  
Learning Assistance  
Teacher Librarian  
ESL
- b. School District No. 71 (Comox)  
Teacher Librarian  
Special Education

4. Teacher Librarian Preparation Time Relief

- a. The BCTF agrees to withdraw its grievance pertaining to the provision of preparation time relief with respect to the following districts:
  - i. School District No. 22 (Vernon)
  - ii. School District No. 27 (Cariboo-Chilcotin)
  - iii. School District No. 52 (Prince Rupert)
  - iv. School District No. 67 (Okanagan Skaha)

- v. School District No. 75 (Mission)
- vi. School District No. 82 (Coast Mountains)

- b. The parties agree that any matters in the above mentioned disputes (4.a) that pertain to 1530 reporting not related to the provision of preparation time relief by teacher librarians be referred to the process established in 3 above.
- c. The BCTF reserves the right to grieve any allocation of teacher librarian time to preparation time coverage that is not reasonably associated with the duties of a teacher librarian.

5. Primary Class Sizes and Special Needs Reductions

The parties agree that the grievance filed by BCPSEA will proceed to arbitration in an expedited manner such that every effort will be made to conclude the hearing in time to have a decision rendered prior to September 1, 1999.

6. Teachers-On-Call - Employment Insurance

For purposes of Employment Insurance, Boards will report 9.1 hours per day (pro rata for partial days) for teachers-on-call for all time reported on records of employment issued on or after June 11, 1999\*. All previously issued Records of Employment, including coverage from September 1, 1997, will be revised on the basis of 9.1 hours per day and re-issued prior to October 31, 1999, unless a ruling from HRDC/Revenue Canada disallows claims based on the reporting level contained in the collective agreement.

Should Employment Insurance not accept 9.1 hours and substitute a lower number, Boards will not participate in any appeal process. Participation in any appeal process is the responsibility of the teacher-on-call and the BCTF.

The grievance filed by the BCTF is hereby resolved.

\*Note: this date is dependent upon signing this Letter of Understanding by June 4. Otherwise the date will need to change to reflect a date one week from signing.

7. Teachers-On-Call - Employment Standards Act (ESA) Part 7 (Annual Vacation) and Part 5 (Statutory Holidays)

The B.C. Labour Relations Board Decision No. B551/98 regarding Sections 43, 49 and 61 of the ESA requires “arbitrators to consider together the collective agreement provisions for all employees covered by the agreement, and to compare them to the corresponding requirements of the Act, as also considered together for all of the employees.”

The parties agree that until this decision of the LRB is beyond any form of appeal, that no grievances regarding the above matters will proceed to arbitration. Should Decision No. B551/98 remain the same, the BCTF will withdraw all grievances related to this issue.

8. Teachers-On-Call Benefits

The BCTF has identified 18 districts as not having advised teachers-on-call about their eligibility for benefits. BCPSEA will work with the districts identified to ensure that teachers-on-call eligible for benefits pursuant to Article B.2.4 are advised of that right. Where teachers-on-call have been advised that they are not eligible because of plan limitations, locals in those districts shall be provided with a copy of the master benefit plan identifying such limitations.

9. Accounting Manual Differences

The parties recognize that the methodology used to calculate service levels has varied from district to district.

Differences of interpretation by the parties of the Ministry of Education's Accounting, Budgeting and Financial Reporting Manual shall be referred to a three person committee composed of representatives of BCPSEA, BCTF and the Ministry of Education for final and binding decision.

10. Combined Intermediate/Primary Class Sizes

The parties agree that all fractions occurring from combined intermediate/primary class size splits shall be rounded down.

11. ESL Funding - Appendix A

- a. For 1999/2000 and 2000/2001 school years, ESL PCA funding shall be provided to each district in the same amount as provided in 1998/1999.
- b. The number of ESL teachers required in each district for 1999/00 shall be the same number of ESL teachers as employed in 1998/1999.
- c. An equivalent ESL ratio to that contained in Appendix A shall be calculated for each district by dividing the number of Ministry funded ESL students enrolled in that district on September 30, 1999 by the number of ESL teachers pursuant to 11(b).
- d. The ratio calculated in 11(c) shall be applied to determine the number ESL teachers employed by each district in 2000/2001 in consideration of the number of ESL students enrolled in that district on September 30, 2000.

- e. In no case shall the equivalent ratio of ESL teachers to ESL students be inferior to 1:74.
- f. A correction shall be made to Appendix A for School District No. 39 (Vancouver) to correct the error contained in the 1997 Form 1530 reported level of service. A special purpose grant shall be provided to School District No. 39 to enable the provision of 27 FTE additional ESL teachers such that the total number of ESL teachers employed by School District No. 39 on September 30th, 1999 will be 335.4.

12. Spring Staffing Process

To amend the process outlined in Article D.1.6 and Memorandum of Agreement clauses 9.b, c and d as follows:

- i. unchanged.
- ii. Prior to June 10, 1999 and May 30 in subsequent years, each School District shall hold a meeting with representatives of the Local for the purpose of general discussion of staffing plans for schools within that school district. The district shall make the local aware of any potential non-compliance with non-enrolling/ESL staffing ratios and/or the primary class size maximums and the reasons for that potential non-compliance.
- iii. In the event that the district concludes it is not able to achieve the required ratios and/or the primary class size maximums with the estimated funds, or that implementation of the article creates other costs which cannot be met with the allocated funds, the District shall, by no later than June 15 of that year submit its staffing plan to the Ministry with copies to the Local, BCTF and BCPSEA and state therein the reasons why, in the opinion of the District, it is not possible to achieve the ratios or maximums which would otherwise apply.
- iv. Between June 16 and September 15, inclusive, the staffing plan may be referred to a joint committee of no more than 3 representatives of the District and no more than 3 representatives of the Local. Any local believing its Board not to be in compliance with respect to meeting required ratios, may also call for and have a meeting of the joint committee. The joint committee shall meet within five working days of such referral and shall address whether or not it is possible to resolve any outstanding issues in order to achieve the non-enrolling/ESL ratios and/or the primary class size maximums referred to in the Agreement.
- v. When this process fails, either party, within 5 working days, may refer the matter to a mutually acceptable arbitrator from the agreed upon list for an expedited arbitration.

- vi. By September 30, the Ministry of Education shall communicate to School Districts in writing the level of funding the District will receive in each year to support increased levels of non-enrolling staffing.
- vii. unchanged.

The undersigned agree to recommend this Letter of Understanding to their respective parties.

Date: June 4, 1999

Original signed by Charles Hingston  
for BCPSEA

Original signed by Kit Krieger  
for BCTF

Joint interpretation of 1.d of the Letter of Understanding between the BCTF and BCPSEA dated June 4, 1999.

The parties (BCTF and BCPSEA) agree that 1.d is intended to provide stability during a bridging period, if any, without prejudice to either party's position on the question of a Board's obligation to meet non-enrolling ratios after June 30, 2001.

Dated: June 4, 1999

Original signed by Charles Hingston  
for BCPSEA

Original signed by Kit Krieger  
for BCTF

KN99june04a

ljl/utfe/IWA Local 1-3567

## **Letter of Understanding 4: Approved List of Arbitrators—Spring Staffing Process**

**Between**

**The B.C. Teachers' Federation (BCTF)**

**And**

**The B.C. Public School Employers' Association (BCPSEA)**

**Re: Approved List of Arbitrators—Spring Staffing Process**

The parties agree that the following constitutes the list of agreed arbitrators, as referred to in item 12.v of the Letter of Understanding between the parties dated June 4, 1999:

Robert Blasina  
Barbara Bluman  
Jim Dorsey  
Marguerite Jackson  
Stephen Kelleher  
Judith Korbin  
Don Munroe  
Vince Ready  
Colin Taylor

Furthermore, the parties agree to divide the agreed to list into three categories, as follows:

“A” – Jim Dorsey, Judi Korbin, Colin Taylor;  
“B” – Marguerite Jackson, Don Munroe, Vince Ready;  
“C” – Bob Blasina, Barbara Bluman, Stephen Kelleher.

The procedure for choosing an arbitrator under item 12.v of the Letter of Understanding is agreed to be as follows:

When a matter comes forward for reference to arbitration, the first arbitrator to be approached would be an agreed to person on the “A” list. If the parties are unable to agree who on the list should be approached first, then the first person in alphabetical order by last name from that list is to be approached first. If that arbitrator is available within 28 days to hear the dispute, then he



or she will be appointed. If not, then the next arbitrator on the “A” list will be approached and the process will be repeated. If no one from the “A” list is available within 28 days, then arbitrators on the “B” list would be approached on the same basis. If, after exhausting both the “A” list and the “B” list, there is still no arbitrator who can hear the case within 28 days, then arbitrators on the “C” list would be approached on the same basis.

If the parties are still unable to find any arbitrator from the list to hear the case within 28 days, then the arbitrator will be the person from the “A” list with the first available time.

The second arbitration to come forward would follow the same system except that in the event that the parties are unable to agree who to approach first, then the first person on the “A” list alphabetically, who has not been assigned a case, would be the first approached. The same process as set out above would be repeated, if necessary, for arbitrators on the “B” and “C” lists. On subsequent arbitrations the arbitrator first approached from the “A” list will be chosen on an alphabetical rotational basis unless there is agreement to the contrary. This same rotational system would apply to the “B” and “C” categories.

This letter of understanding shall expire upon the commencement of a new collective agreement.

For BCPSEA  
Original signed by  
Kenneth Werker

For BCTF  
Original signed by  
Kit Krieger

Dated June 22, 1999

lj\utf6\TWA Local 1-3567

## Memorandum of Agreement: K – 3 Primary Class Size [P.C. Appendix B]

This Memorandum of Agreement is appended to and will be signed off as part of the Agreement in Committee between the British Columbia Teachers' Federation and the Government of British Columbia entered into on 17th day of April, 1998.

1. The parties are committed to reducing class size in the primary grades (K to 3) and to providing funding, as defined in paragraph 8 below, to achieve that objective.
2. The term of this Memorandum of Agreement shall commence on ratification of the Collective Agreement and conclude on June 30, 2001.
3. All current class size and composition provisions in the Previous Collective Agreement shall continue to apply, with the exceptions as noted in paragraphs 4, 5 and 7 below.
4. (a) In Year 1 of the Agreement, the Government will provide funding, as defined in paragraph 8 below, to accomplish maximum class sizes, to be in effect by September 30, 1998, as follows:

- Kindergarten 20
- Grade 1 25 (New Westminster is 24)
- Grade 2 As per Previous Collective Agreement
- Grade 3 As per Previous Collective Agreement

- (b) In Year 2 of the Agreement, the Government will provide funding, as defined in paragraph 8 below, to accomplish maximum class sizes, to be in effect by September 30, 1999, as follows:

- Kindergarten 20
- Grade 1 23
- Grade 2 23
- Grade 3 23

- (c) In Year 3 of the Agreement, the Government will provide funding, as defined in paragraph 8 below, to accomplish maximum class sizes, to be in effect by September 30, 2000, as follows:

- Kindergarten 20
- Grade 1 22

- Grade 2            22
- Grade 3            22

5.        Where there is more than one primary grade in any class with primary students, the class size maximum for the lower grade shall apply.
6.        Any provisions found in the previous Collective Agreement(s) which would allow class size numbers to exceed those found in paragraphs 4 and 5 above and paragraph 7 below, except with respect to Grades 2 and 3 in Year 1 of this Memorandum of Agreement, shall not apply.
7.        Where there is a combined primary/intermediate class, an average of (a) the maximum class size of the lowest involved primary grade and (b) the maximum class size of the lowest involved intermediate grade will apply.
8.        Notwithstanding any of the foregoing, in no event will the financial obligations to Government or school districts resulting from this Agreement exceed the funding being made available by Government, as follows:

Year 1 (July 1, 1998 to June 30, 1999)	\$5 million
Year 2 (July 1, 1999 to June 30, 2000)	\$20 million
Year 3 (July 1, 2000 to June 30, 2001)	\$20 million

9.        Districts shall utilize the funding provided in paragraph 8 above exclusively for the purposes of hiring additional enrolling K to 3 classroom teachers and will make all reasonable efforts to comply with the class size maximums set out in paragraphs 4 and 5 above.
  - a)        By May 15, 1998, the Ministry of Education will provide to each district, in writing, an estimated funding amount that will be provided to achieve the goals of this Memorandum of Agreement, subject to all of the provisions and expectations of this Agreement.
  - b)        By May 30, 1998, School Districts shall provide to the Ministry with copies to the Local, in writing K-3 staffing plan(s) for each school enrolling primary grades, that sets out how the estimated funding referred to in (a) above shall be utilized to staff within the class size maximums in paragraphs 4 and 5 above.
  - c)        In the event a District concludes it will not be able to achieve the required class size maximums with the estimated funds made available to them, the district shall, by no later than May 30 of that year, submit to the Ministry its staffing plan and state therein the reasons why, in the opinion of the district, it is not possible to achieve the class size maximums which would otherwise apply. Copies of the staffing plan

shall also be provided at the same time to the corresponding local(s) of the BCTF.

Within 10 days of the submission of the report referred to above, a joint committee of no more than 3 representatives of the District and no more than 3 representatives of the Local shall meet to address whether it is possible to resolve any outstanding issues in order to achieve the class size maximums set out in this Agreement.

Where this process fails, either party, within 5 working days, may refer the matter to Vince Ready or another mutually acceptable arbitrator for binding decision. Such decision shall be provided within 10 days of the referral.

- d) By June 15, 1998, the Ministry of Education shall communicate to School Districts, in writing, the level of funding the District will receive in Year 1 to support increased levels of staffing in the primary grades (K-3).
- e) By October 15 in each year of this Memorandum of Agreement each district shall submit a K-3 Implementation Plan, detailing the allocation of staffing and the actual K-3 class size for the district, to the Ministry with a copy to the local.

If there is a dispute over the October 15 K-3 Implementation Plan that is not resolved through the grievance procedure, the matter may be referred by either party for expedited arbitration. The expedited arbitration will commence no later than 28 days after the referral of the grievance for expedited arbitration. The arbitrator will be from a list of agreed upon arbitrators, as established by the parties, and will issue a decision no later than 21 days after the conclusion of the hearing.

- f) In the event that additional enrollment after September 30 makes it impossible to comply with the maximums set out in paragraphs 4, 5, and 7 within the resources made available, then in those circumstances only, the provisions of the previous Collective Agreement shall apply.

- 10. The process set out in Paragraph 9 will be implemented on an accelerated schedule, as determined by the Ministry of Education, for Years 2 and 3 of the Agreement.
- 11. Where class size or workload maximums/restrictions contained in the Previous Collective Agreement are lower than those in this Memorandum of Agreement, the maximums from the Previous Collective Agreement shall apply.
- 12. In the event of non-renewal of this Memorandum of Agreement on Primary Class Size (K-3), class size and composition provision(s) in the Previous Collective Agreement shall continue to apply.

Original Signed by:

Ray Worley  
Elsie McMurphy  
Kit Krieger

On Behalf of the  
B.C. Teachers' Federation

Russ Pratt  
Tony Penikett  
Don Avison

On Behalf of  
Government

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

### **Letter of Understanding 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/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 31 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 (G.4.2) "top up" to 95% of full salary may, at the option of the member in consultation with Union officials, be based on fifty-two (52) weeks of the annual salary or on forty-three (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/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.

**Memorandum of Agreement: Posting and Filling Grievance  
BETWEEN BCPSEA AND BCTF**

AGREEMENT #2

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 C2.2.2 shall determine greatest seniority.

If this service is equal, Article C2.2.3 shall determine greatest seniority.

Date:

Signature:

## **Appendix A: ESL Teachers Staffing Ratios**



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