

Common Provincial Provisions
BETWEEN
B.C. Public School Employers' Association
("BCPSEA")

as:

Bargaining agent for all the school boards
and authorities established under the School Act

AND:

British Columbia Teachers' Federation
("BCTF")

Effective July 1, 2001 to June 30, 2004

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LOCAL COLLECTIVE AGREEMENT

- BETWEEN -

**BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 39 (VANCOUVER)/
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**
(The "Employer")

AND

**VANCOUVER TEACHERS' FEDERATION/
BRITISH COLUMBIA TEACHERS' FEDERATION**
(The "Local")

Effective 1998 July 01 to 2001 June 30

Please note: This document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between B.C.T.F. and B.C.P.S.E.A. 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.

In this Agreement the term PC refers to the Provincial Consolidation number (e.g. [PC A.1]).

PREAMBLE

It is expressly understood and agreed between the Board and the Union that the terms of this Agreement are subject to the provisions of the School Act, regulations of the Lieutenant Governor in Council, rules and orders of the Minister of Education, and amendments to the Act, regulations, rules and orders, including, but without limiting the generality of the foregoing, any amendment or regulation or rule or order or succeeding statute that may be enacted during the term of this Agreement.

PURPOSE

The purpose of the Agreement is to establish and maintain terms and conditions of employment agreed to between the Board and the V.T.F. as contained herein, to encourage cooperation in providing quality education to pupils, to facilitate efficient operation of the school system, to promote harmonious relations between the parties and to provide expeditious procedures for the resolution of disputes which may arise as to the administration or interpretation of this Agreement.

ARTICLE 1 - GENERAL INFORMATION AND DEFINITIONS

1.A. Term, Continuation and Renegotiation [PC A.1]

1. Except as otherwise specifically provided, this Collective Agreement is effective 1998 July 01 to 2001 June 30. 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.
2. In the event that a new collective agreement is not in place by 2001 June 30, the terms of this Collective Agreement are deemed to remain in effect until that date on which a new agreement is concluded.
3. Subject to 1.A.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.
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.
5. (a) Where employees are added to the bargaining unit established under section 5 of the P.E.L.R.A. during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.

 (b) 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.
 (c) 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.
6. 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 (B.C.P.S.E.A.) and the British Columbia Teachers' Federation (B.C.T.F.) for the period 1996 June 17 to 1998 June 30, as such terms and conditions apply at 1998 June 30.

1.B. Management Rights

The right to manage and operate the school system, and to organize and maintain the efficiency of employees, is the function and responsibility solely of the Board, subject to the terms and conditions of this Agreement. All rights and responsibilities concerning the operation of the Board's business not specifically restricted herein shall be reserved to the Board and be its sole responsibility.

1.C. Recognition of the Union [PC A.2]

1. The B.C.P.S.E.A. recognizes the B.C.T.F. 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 B.C.T.F. is established as the bargaining agent pursuant to P.E.L.R.A. and subject to the provisions of this Collective Agreement.
2. Pursuant to P.E.L.R.A., the Vancouver School Board recognizes the Vancouver Teachers' Federation as the teachers' union for the negotiation 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 P.E.L.R.A. and the Provincial Matters

Agreement.

3. The B.C.T.F. recognizes B.C.P.S.E.A. as the accredited bargaining agent for every school Board in British Columbia. B.C.P.S.E.A. 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 P.E.L.R.A.

1.D. Membership Requirement

1. All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation, the V.T.F. and V.E.S.T.A. or V.S.T.A. [PC A.3.1]
2. The Board shall require that employees complete the appropriate membership and assignment of dues form. Completed forms shall be forwarded to V.E.S.T.A. or V.S.T.A., as appropriate, within fifteen (15) working days of the date of hiring. (See Article 2.B.1(b).)
3. The Board shall, pursuant to Article 2.B., deduct from the salary of all employees any fees, levies and/or dues specified by the V.T.F. in accordance with its Constitution and By-Laws and shall remit them to such organizations as specified in writing by the V.T.F. within fifteen (15) working days of the payment of salary. (See Article 2.B.1(d).)
4. All employees who are members of the College of Teachers shall complete a dues deduction authorization form in order that dues may be deducted and submitted by the Board on their behalf.

1.E. Contracting Out

1. All duties of the type and kind normally and regularly performed by members of the bargaining unit shall continue to be performed by members of the bargaining unit and shall not be contracted out by the Board.
2. The provisions of Clause 1. above do not preclude the following:
 - (a) The performance of duties by Administrative Officers.
 - (b) Visiting speakers presenting professional development workshops.
 - (c) Individuals or groups interacting with students under the direction of an employee, including child abuse prevention programs, mentors for students and family support workers.
 - (d) Performers or guest speakers to supplement curricular programs.
3. Except as mutually agreed upon between the Board and the Union, the Board shall not hire employees without a certificate of qualification issued by the B.C. College of Teachers or eligibility for membership in the Canadian Association of Speech Language Pathologists and Audiologists.

1.F. Picket Line

1. All employees covered under this Agreement have the right to refuse to cross or work behind a trade union picket line unless the same is declared illegal by the Labour Relations Board. Any employee failing to report for duty for this reason shall be deducted full salary for each day so involved.
2. Refusal to cross a union picket line encountered in carrying out Board business shall not be considered a violation of the Agreement nor shall it be grounds for disciplinary action by the Board.
3. Employees shall not be required to do work or carry out duties normally performed by persons engaged in a strike, or locked out, nor shall employees be required to request, require, or direct pupils to carry out such duties.
4. Employees shall not be required to work with persons who volunteer or are hired to perform the duties which would normally be performed by those who are on strike or locked out. Those who choose to absent themselves will be deducted full salary for each day so involved.

5. In cases where the labour dispute in question involves a place of work for the employee which is other than School Board property, the Superintendent may reassign such employee for each day the picket line remains.

1.G. Exclusion From the Bargaining Unit

1. The Board shall, fourteen (14) calendar days prior to posting, notify the V.T.F. of any new position which the Board is proposing be excluded from the V.T.F. bargaining unit. Such notification shall include a written job description or class specification, if available.
2. The V.T.F. will have fourteen (14) calendar days to notify the Board if it wishes to challenge the exclusion of the position. Should it do so, the V.T.F. will have an opportunity within five (5) working days to present its case to appropriate officials of the Board. Should the arguments of the V.T.F. not be accepted, the position will then be posted.
3. The V.T.F. shall have the right to use the appropriate legal channel to challenge the exclusion of the position from the bargaining unit.
4. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.

1.H. On-Site Rights

1. The V.T.F. shall be entitled to use existing bulletin Board space to provide information to V.T.F. members. Notices may be placed on and removed from the space allocated to the V.T.F. only by V.T.F. members.
2. The V.T.F. members at individual schools shall be entitled to use school facilities for school-based purposes at no additional cost to the Board. Proper notice shall be provided to the Administrative Officer. School or rental activities shall not be disrupted or interfered with by such activity.
3. The V.T.F. shall be entitled to use school facilities for general meetings or other District-wide purposes. Such space shall be booked through the V.S.B. rental office. The provision of such space shall be at no additional cost to the Board, and is subject to availability.

1.I. Access to Information

Upon receipt of a written request from the V.T.F., the Board agrees to make available financial and employee information under the following guide-lines:

1. Within five (5) working days, two (2) copies of all prepared information of a public nature. This includes annual financial reports, audits, budgets, preliminary and final fiscal frameworks, and statements of final determination.
2. Within five (5) working days of a request, two (2) copies of all accessible information on:
 - (a) Employee information including a list of current employees, showing their names, addresses, phone numbers, social insurance numbers, grid placement, seniority, and school/District assignment.
 - (b) A list of employees who have retired or who have died, at the time of same.
 - (c) The names, addresses, phone numbers, and social insurance numbers of Employees on Call.
3. Public meeting agendas and attachments, when they are issued.
4. Minutes of public Board and representational committee meetings, when issued.
5. Appointment letters will be copied to the appropriate V.T.F. Co-President.

6. A report of the September 30 class size data shall be provided to the V.T.F. no later than October 30 of that school year.
7. A seniority list shall be provided to each school/worksite by November 30 of each year.
8. A list of employees on authorized leaves of absence, by October 31 and January 31 each year.
9. Special Needs Information
 - (a) Within the first four (4) teaching days of school in September and at the beginning of a semester, or within five (5) school days of a student being identified by Central Screening, information regarding Special Needs students will be made available to all employees as follows:
 - (i) the number of Special Needs students enrolled in each of the classes taught by the teacher;
 - (ii) the names of all Special Needs students referred to in (i) above along with the names of any other Special Needs students with which that teacher will be involved;
 - (iii) the category into which each of these students has been placed.Information regarding changes in designation or placement of Special Needs students will be provided to the employees referred to above as soon as the Administrative Officer becomes aware of such changes.
 - (b) The Board will provide each school administrator with a list of all students which Central Screening has identified as students with special needs who are or will be attending that school. By the sixth teaching day in October, the V.T.F. office and the Staff Representative in each school shall be supplied with the data indicating for each block or class: the teacher's name, course and section number (secondary), the number of Special Needs students and their designations, the total enrolment ~~and the adjusted class size limit.~~
10. Any other information which the Board, at its discretion, agrees to provide.

1.J. Release Time for Staff Representative

1. Right to Representation

- (a) At the request of an employee (including an Employee on Call) or an Administrative Officer, a Staff Representative or designate at each worksite shall attend a meeting between an employee and an Administrative Officer if there is sufficient reason to believe discipline and/or a grievance may result. Should the meeting be scheduled during the hours of instruction the Staff Representative or designate shall be relieved of instructional duties with no loss of pay in order to be present.
- (b) A Staff Representative or designate at each worksite shall, at the request of the Union, be relieved of instructional duties in order to investigate and/or participate in a grievance.

1.K. Employee Definitions

1. Any terms referred to in this Agreement and defined in the School Act shall have the meaning as set forth in the said Act, unless specifically designated otherwise.
2. Employee - shall mean a teacher as defined in the School Act or a Speech/Language Pathologist. For the purpose of this Agreement this shall include school and District-based employee positions including the following:
 - (a) Area Counsellor - a teacher appointed by the Board to be attached to an elementary school and to function in a community of elementary schools as a consultant to Principals, counsellors and teachers regarding learning and behavioral problems; to counsel students and parents; to maintain contact with the community secondary school and to carry out other related duties.
 - (b) Department Head (Teacher Leader) - a teacher appointed by the Board to provide educational leadership in a particular subject or area within a school.

- (i) Small Department - A small department will be defined as 250 to 800 pupils and/or three (3) F.T.E. teacher loads.
- (ii) Large Department - A large department will be defined as a department with over 800 pupils.
- (iii) Teacher-Librarians - Teacher-Librarians will be designated heads of small departments if there are eight (8) departments and/or forty (40) F.T.E. teachers in the school.

- (c) Part-Time Teacher - a teacher appointed by the Board to teach less than a full teaching load, and receiving the same benefits as a full-time continuing teacher if on a continuing appointment. Allowances will be pro-rated for all assignments other than Department Head.
- (d) School Psychologist - a School Psychologist is trained to the Master's level or beyond in psychology, is qualified to provide in-depth individual psychological/educational assessments, is a certificated teacher, and is registered with the British Columbia Psychological Association.
- (e) Senior Teacher - a teacher appointed by the Board for a one (1) year period to act for the Principal of a school or the Vice-Principal of a primary annex when the Principal or Vice-Principal is absent from the school. Such an appointment shall be made in each annex. Such an appointment shall be made in a main school only where there is not a Vice-Principal. A Senior Teacher shall have no administrative responsibilities assigned to him/her when an Administrative Officer is in the school.
- (f) Special Education Teacher - a teacher appointed by the Board to provide special education programs for atypical children.
- (g) Speech/Language Pathologist - an employee appointed by the Board to participate in the District program concerned with the prevention, identification, diagnosis and problem management activities related to the areas of speech, language and hearing. Such a program focuses on consultative, diagnostic and remedial services on a referral basis.
- (h) Teacher Consultant - a teacher, on a term assignment, who shall by observation, presentation, consultation, and visitation, upon the request of the teacher, the Principal or the Superintendent or designate, assist teachers in improving classroom instruction. Initial appointments are for two (2) years, with a maximum extension of one (1) additional two (2) year term.

- (i) Teacher-Librarian - a Teacher-Librarian selects, manages and promotes the effective use of library resources.
- (j) Teacher - Part 1 of the Act.
- (i) Continuing Teacher - A teacher on continuing contract.
- (ii) Temporary Teacher - A teacher appointed on a temporary contract for a specified period in accordance with Article 3.

3. Employee on Call - an employee hired on a day-to-day basis as required.

Employees on Call shall be entitled to the provisions of this Agreement in which they are expressly included and the following:

- 1.B. (Management Rights)
- 1.C. (Union Recognition)
- 1.D. (Membership)
- 3. 1.F. (Picket Line)
- 2.B. (Deductions)
- 2.H. (Part-time Secondary Teachers)
- 2.I. (Salary Categories)
- 2.J. (Recognition of Teaching Experience)
- 2.K. (Speech/Language Pathologist Recognition)
- 5.H. (Vandalism, Loss or Damage Compensation)
- 7.H. (Extra-Curricular Activities)
- 7.J. (Discrimination)
- 7.K. (Harassment/Sexual Harassment)
- 8.F. (Discipline and Dismissal for Reasons Other Than Less Than Satisfactory Performance)
- ~~9. (Teacher Workload)~~

12. (Grievance Procedure)

4. Employees on Call in on-scale assignments may be granted breaks in service for emergencies or personal matters by the Associate Superintendent - Human Resources or designate, such breaks not to interfere with their rate of pay or other entitlements.

5. Summer School Employee - an employee hired to teach academic summer school programs, including employees hired to teach E.S.L., elementary school courses, and Convenors.

Summer School employees shall be entitled to the provisions of this Agreement in which they are expressly included and the following:

1.A. (Term of Agreement/Renegotiation)

1.B. (Management Rights)

1.C. (Union Recognition)

1.D. (Membership)

1.E. (Contracting Out)

1.F. (Picket Line)

1.G. (Exclusion from Bargaining Unit)

1.H. (On-Site Rights)

2.B.1. (Deductions)

5.H. (Vandalism, Loss or Damage Compensation)

7.I.10. (Personnel Files)

7.J. (Discrimination)

7.K. (Harassment/Sexual Harassment)

7.L. (Assistance for Employee Suspended or Terminated)

7.M. (Appeals of Employee Decisions)

7.N. (Administration of Medication)

5. 7.Q. (Professional Autonomy)

8.F.8.,9. (Discipline and Dismissal for Reasons Other Than Less Than Satisfactory Performance)

~~9.B.,C. (Class Size Limits)~~

~~9.D. (Class Size Grievances)~~

9.J. (Supervision)

~~9.L. (Inclusion of Students with Special Needs)~~

~~9.M. (Role of Teacher Assistants)~~

12. (Grievance Procedure)

6. Other employees shall be named in the Letter of Understanding entitled "Other Teaching Positions". It is understood this does not prohibit the Board from deleting from or adding to the list during the life of the Agreement.

1.L. Printing of the Agreement

1. Printing of the Agreement shall take place as soon as practicable after ratification of each new Collective Agreement.

2. The Board and the Union shall assume joint responsibility for the preparation for printing of the ratified Agreement.

3. The Board shall provide to the Union three hundred (300) copies of the Agreement in 8 1/2" x 11" format.

4. The Board shall provide pocket-sized format copies of the Agreement to be distributed as follows:

(a) One (1) copy for each employee.

(b) Five hundred (500) additional copies for the Union.

1.M. General Definitions

1. Act - shall mean School Act, S.B.C. 1989, Chapter 61, 1990, Chapters 2, 38, 1991 Chapters 13, 14 and amendments thereto.
2. Rules and Orders - shall mean Rules and Orders of the Minister of Education.
3. Regulations - shall mean a regulation, or order, made by the Lieutenant Governor in Council under the Act.
4. Pay Rate of an Employee on Call - This is at the rate as defined in Article 2.

ARTICLE 2 - SALARY

2.A. Calculations and Adjustments

1. A Schedule of Daily Rates, and the formula for calculating each, is set out in Clause D. below.
2. Whenever a deduction or adjustment is calculated on a daily basis it shall be on the basis of the appropriate daily rate of the employee's existing annual salary at the time of the absence.
3. Whenever salary is calculated or adjusted on a daily basis it shall be on the basis of the appropriate daily rate of the employee's existing annual salary.
4. For employees commencing after the first day in the school year their first month's salary shall be calculated for days taught in the month in accordance with the appropriate daily rate. Each subsequent month shall be, "on scale", as provided by Clause C. below.
5. For employees leaving before the last teaching day in a month, adjustment for days absent in the month shall be made on the basis of the appropriate daily rate.
6. Adjustment of salary for periods of sickness not covered by sick leave as provided in Article 6. shall be on the basis of the appropriate daily rate.
7. Where a change in the number of prescribed school days occurs no retroactive salary adjustment shall be made.
8. U.I.C. Rebate [PC B.4]

- (a) The employer shall remit monthly to the B.C.T.F. Salary Indemnity Fund the proportionate share of the Employment Insurance premium reduction which has been established as 5/12 of said reduction.
- (b) 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.

2.B. Deductions

The Board shall deduct in regular instalments from employees' salary cheques and shall transfer to the appropriate authority:

1. Local and B.C.T.F. Dues Deduction [PC A.4]

- (a) The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the B.C.T.F. 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 B.C.T.F. and the Local respectively. The employer further agrees to deduct levies of the B.C.T.F. or of the Local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.
- (b) At the time of hiring, the employer shall require all new employees to complete and sign the B.C.T.F. and Local application for membership and assignment of fees form. The B.C.T.F. 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. (See Article 1.D.2.)
- (c) The employer will remit the B.C.T.F. 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 B.C.T.F. will be remitted by the 15th of the month following the deduction.
- (d) 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. (See Article 1.D.3.)

(e) The employer shall provide to the B.C.T.F. and the Local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

2. Medical Services Plan premiums if authorized by stop-order form completed by the employee.
3. Group Life Insurance premiums, if authorized by stop-order form completed by the employee.
4. Contributions to a mutually agreed and designated institution, including contributions to the D.S.L.P. (Deferred Salary Leave Plan) if authorized by stop-order form completed by the employee.
5. Contributions to a retirement savings plan, if authorized by stop-order form completed by the employee.
6. Registered Retirement Savings Plan [PC B.5]

(a) In this Article:

- (i) "the B.C.T.F. Plan" means the Group R.R.S.P. entered into by the Federation and Royal Trust or a successor to that plan;
- (ii) "alternative plan" means a group R.R.S.P., including the B.C.T.F. Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.

(b) The employer shall deduct from the monthly salary of employees, as at the end of the month following enrolment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the B.C.T.F. 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.

(c) (i) During the implementation phase of the B.C.T.F. Plan, the Local will be responsible for disseminating information about the plan and for distributing enrolment forms or other forms that may be required to employees. Completed forms shall be processed and forwarded to the designated trustee by the employer.

(ii) Following the implementation of the B.C.T.F. Plan, the employer shall make available, to present employees on request and to new employees at the time of hire, enrolment forms and other forms required for participation in the B.C.T.F. Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.

(d) 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 B.C.T.F. 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.

(e) Employees shall have the opportunity to enrol or re-enrol in the B.C.T.F. Plan as follows:

- (i) between September 1 and September 30 or December 15 and January 15 in any school year;
- (ii) no later than sixty (60) days following the commencement of employment.

(f) An employee may withdraw from participation in the B.C.T.F. Plan where he/she has provided thirty (30) days' written notice to the employer.

(g) There shall be no minimum monthly or yearly contribution required of any employee who participates in the B.C.T.F. Plan.

(h) Participating employees may vary the amount of their individual contributions to the B.C.T.F. 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.

(i) The B.C.T.F. Plan shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in Article 1.K.2.(j).

7. Deductions for College of Teachers' membership, to be authorized by each employee in accordance with Article 1.D.4.

2.C. Salary Scales Including Time of Salary Payment

Every employee except Employees on Call shall be paid the appropriate established salary in twenty (20) equal semi-monthly instalments, from September to June. The mid-month instalment shall be paid on the fifteenth (15th) of the month unless the fifteenth (15th) falls on a Saturday, Sunday or statutory holiday, in which case the mid-month instalment shall be paid on the immediately preceding work day. The month end instalment shall be paid on the last teaching day in the month.

2.D. [Daily Rate on Scale](#)

2.E. Allowances

1. (a) In addition to basic salary determined by this Article, all employees appointed to positions of special responsibility will receive an annual allowance as hereafter set forth:

Effective		
2000 April 01		
Teacher Consultants	\$ 3000	\$3060
Area Counsellors	\$ 2000	\$2040
Psychologists	\$ 900	\$ 918
Speech/Language Pathologists	\$ 900	\$ 918
Subject Department Heads		
Small Department	\$ 1800	\$1836
Large Department	\$ 3000	\$3060

(b) Department Heads in the following programs will receive an allowance of \$4000 (\$4080 effective 2000 April 01). A minimum of three (3) F.T.E. teachers is required in the program for this enhanced payment.

- Prince of Wales Mini-School
- Spectrum
- Point Grey Mini-School
- Total Education
- Ideal School
- Templeton Mini-School

(c) Subject Representatives - \$300. (\$306 effective 2000 April 01).
(d) In addition to the above, the following allowances shall be paid to persons holding the following positions:

Teaching and Evaluation Centre Team Leader)
G.F. Strong Rehab. Centre Team Leader)Allowance
Sunny Hill Hospital Team Leader)of Head of
Children's Hospital Team Leader)Small Dept.
Computers in Special Education Project Manager)

- 2. It is agreed that prior to the addition of any new allowances, the V.T.F. will be consulted and its input considered.
- 3. Experience earned in a particular position of special responsibility shall be retained, for increment purposes, throughout the employee's subsequent service in that area of special responsibility. In the interpretation of this Clause, the size of the school is not to affect the recognition of the experience.
- 4. An employee who does not receive an allowance for special responsibilities who is assigned responsibilities for

more than one (1) school on a regular basis shall receive an allowance of one hundred sixty-five dollars (\$165) per annum and pro rata (\$168 effective 2000 April 01).

5. Senior Teacher

(a) In addition to the basic salary a Senior Teacher shall receive an annual allowance of five hundred dollars (\$500) (\$510 effective 2000 April 01).

(b) In primary annexes a Senior Teacher shall be named for the school year to act for the Vice-Principal when he/she is absent from the school. In addition to the basic salary this Senior Teacher shall receive an annual allowance of two hundred and fifty dollars (\$250) (\$255 effective 2000 April 01).

6. Area Counsellor

When an employee is attending a Board-approved Area Counsellors' course, the salary and allowance of such teacher shall continue as if no change has been made in his/her duties or status.

7. Teacher Consultant

A Teacher Consultant, who shall be appointed by the Board for a two (2) year term shall receive a salary based on the greater of:

(a) His/her basic salary plus the annual allowance then in effect for Teacher Consultants, or

(b) The salary and allowance he/she would have received had he/she remained in his/her former position instead of becoming a Teacher Consultant.

8. Motor Vehicle Allowance

(a) Employees who qualify under the terms of the Board motor vehicle policy and allowance and are required to use their personal vehicles in the course of their duties will be paid under the terms of the policy.

(b) The allowance schedule(s) will be provided to the worksite Principal/Supervisor on an annual basis and will be available to employees upon request.

2.F. Employees on Call

1. Employees on Call who have less than professional certification shall, on the first (1st) and up to and including the fourth (4th) consecutive day of any one (1) assignment, receive the following rates:

Effective 1998 March 01 \$140.47

Effective 2000 April 01 \$143.28

2. Employees on Call who have professional or equivalent certification shall, on the first (1st) and up to and including the fourth (4th) consecutive day of any one (1) assignment receive the following rates:

Effective 1998 March 01 \$145.67

Effective 2000 April 01 \$148.58

3. Effective 2000 July 01, Teachers on Call (Employees 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 provide additional or superior provisions in respect of payment in lieu of benefits shall remain part of this Collective Agreement. [PC B.2.5]

4. (a) On the fifth (5th) and every subsequent consecutive working day on any one (1) assignment the rate shall be the daily rate, on scale, in accordance with the employee's certification and experience. A premium of ten per cent (10%) shall be paid in lieu of benefits other than statutory holidays and annual vacations.

(b) Effective 2000 July 01, employees who are employed as Teachers on Call (Employees 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, employees 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. [PC B.2.6]

5. The above rates shall be increased on each and every occasion that the PA Master's Maximum is increased and by the same percentage.
6. Employees on Call will receive payment September 30 for all days worked up to and including the ninth (9th) working day of that school year. In the remaining months of the school year Employees on Call will receive payment on the fifteenth (15th) day of each month for all days worked between the fifteenth (15th) and last school day of the previous month and on the last school day of each month for all days worked since the preceding payment, up to and including the fifteenth (15th) calendar day of that month. Payment for days worked after June 15 shall be made by July 15.
7. The minimum assignment for an Employee on Call shall be one-half (1/2) day.
8. An Employee on Call called in to an assignment for the entire school day in a school on a modified schedule shall be paid for a full day.
9. When a statutory holiday falls in the first four (4) days of an assignment for an Employee on Call who subsequently reaches the on-scale rate for that assignment, the statutory holiday will be paid retroactively. Days worked before a statutory holiday in order to prepare for an assignment which will commence after that holiday shall not count for the purposes of this Clause.
10. Employees on Call for part-time employees shall be paid on a pro-rated basis on the above rates for the percentage of hours during a working day.
11. A working day for the purpose of this section shall mean a day, or part of a day for those substituting for part-time employees, of attendance for instruction in the classroom.
12. Non-instructional days shall be counted and paid for only from the fifth (5th) and subsequent consecutive working days on any one (1) assignment; notwithstanding the generality of the foregoing, an Employee on Call may request or be requested to attend a non-instructional day prior to the fifth (5th) working day in which case the day shall be paid for and counted as a working day when such permission has been granted. Service shall not be considered broken by a non-instructional day.
13. An Employee on Call shall be paid a full day's wage if called by the substitutes' office for a full day.
14. In the event that an Employee on Call's assignment is interrupted by the return of an employee who subsequently is absent for the same reason within two (2) working days, the Employee on Call shall be reassigned and the assignment shall proceed as if it had not been broken for purposes of salary or bonuses which depend on the length of assignment.
15. A Employee on Call shall be entitled to the mileage/kilometre 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. [PC B.2.3]
16. Subject to the Letter of Understanding on page 136, for an Employee on Call, each one hundred and eighty (180) aggregate days of employment with the Board over a period of three (3) years, or each one hundred and sixty (160) days of continuous employment in the same Board assignment, shall credit the employee with one (1) year of experience for purposes of placement on the salary scale.
17. 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. [PC B.2.1]
18. Effective 1997 September 01, for the purposes of Employment Insurance, the employer shall report for a Teacher on Call (Employee on Call), the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract. [PC B.2.2]

2.G. Summer School Employees

1. Summer School employees shall be paid at the rate of 1/1000 of Category 5/PB [5(PX)] minimum per hour of instruction. In addition, employees designated as Convenors will be paid an allowance of \$1150.00 (\$1173 effective 2000 April 01).
2. The instructional time of Summer School employees shall include a minimum of five per cent (5%) of non-instructional time which shall include one (1) teaching day prior to the first day of student attendance.

2.H. Part-Time Secondary Teachers

- The percentage (%) of salary for part-time secondary teachers shall be calculated on the following basis:
1. In an eight (8) block school timetable, full-time teachers are expected to teach seven (7) blocks out of eight (8). Part-time teachers shall be paid as follows:
 - one (1) block - 1/7 or 14.29%
 - two (2) blocks - 2/7 or 28.57%
 - three (3) blocks - 3/7 or 42.86%
 - four (4) blocks - 4/7 or 57.14%
 - five (5) blocks - 5/7 or 71.43%
 - six (6) blocks - 6/7 or 85.71%
 2. In a five (5) block semestered school timetable, full-time teachers are expected to teach four (4) blocks out of five (5). Part-time teachers shall be paid as follows:
 - one (1) block - 1/4 or 25%
 - two (2) blocks - 2/4 or 50%
 - three (3) blocks - 3/4 or 75%

2.I. Categories

The salary categories listed in this Article shall be applied as follows:

1. (a) Teaching Categories
Salary Category Teaching Certificate
3/EA [3(ET)] Standard Certificate (EA Certificate)
4/PC [4(PW)] Professional Certificate (PC
Certificate) 5/PB [5(PX)] Professional Certificate
(PB or SB Certificate)
6/PA [6(PY)] Professional Certificate (PA or SA
Certificate) (Without a Master's degree)
6M (Master's) [6(PZ)] As above, but with a Master's degree

Holders of the certificate of Teaching Licence, Standard Certificate or Professional Certificate shall be placed in the category in which they would have been placed according to their qualification, if certificated under the Regulations in force prior to 1968 April. The Board may require the teacher to obtain an assessment from the Teacher Qualification Service.

- (b) Speech/Language Pathology Categories
Salary Category Speech/Language Pathologist Salary Category
3/EA [3(ET)] Not applicable
4/PC [4(PW)] four (4) years of academic training beyond secondary school (LCST or Bachelor's)
5/PB [5(PX)] five (5) years of academic training beyond secondary school (LCST or Bachelor's plus one (1) year of academic training in the field)
6/PA [6(PY)] six (6) years or more of academic training beyond secondary school (does not include a

Master's degree) (Refer to Clauses 7. and 8. below)
6M/PA [6(PZ)] six (6) years or more of academic training
(Master's) beyond secondary school (must include a Master's degree)

2. Initial Placement

The Board shall make the initial placement of the employee on salary scale. Placement shall be confirmed and salary adjusted retroactively, where necessary, when the employee presents not later than October 31 proof of qualifications or can demonstrate that a reasonable attempt has been made to obtain such proof. The Union shall be notified of the placement on the salary scale of all employees new to staff as soon as possible after the first payroll date.

3. Placement Other Than on Scale

All persons employed by the Board shall be placed in the applicable salary category referred to in Clause C. above except those employees who are placed in salary categories which vary from their certification; namely:

- (a) An employee holding an EC, EB or EA Certificate, or a Teaching Licence or a Standard Certificate, teaching in a secondary school, shall receive a salary in accordance with salary category 4/PC.
- (b) Employees who qualify for the PB + 15 units provision are provided for in Clause 7. below.
- (c) Employees who qualified for placement on the salary category 6M/PA (Master's) scale prior to 1966 September 01, under the SA + 12 units provision, shall continue in that category.
- (d) (i) Persons holding a Letter of Permission to teach shall be placed on the salary category 4/PC scale.

(ii) Persons holding a Letter of Permission whose years of preparation cannot be equated to years of university training shall be placed in a salary category which will provide a salary appropriate to their teaching function as determined by the Board after consultation with the Union.

4. Procedure for Change of Salary Category

- (a) Employees who consider that they have completed requirements for reclassification of salary category must apply to the Board. Proof shall be submitted in the form of a Professional card, Letter from the Registrar, or a Teacher Qualification Service category card. Otherwise, if subjective evaluation is required the provisions of Clauses 5.(a),(b),(c) and (d) below. In the case of Speech/Language Pathologists Clause 6. below shall apply.
- (b) Applications for reclassification to be effective for salary purposes from September 01, must be filed prior to September 30 in that year. Applications for reclassification to be effective for salary purposes from January 01, must be filed prior to January 31 in that year. Proof in support of the application must be submitted by the employee as soon as possible. Salary changes resulting from successful applications for reclassification filed on dates other than the above, shall be effective from the first day of the month following the filing of the successful application. Salary adjustments shall be made retroactively as stated as soon as possible following receipt of the documents mentioned in Clause (a) above.
- (c) Applications for change of salary category should be processed and the applicant notified of the Board's decision within six (6) weeks of the date of receipt of the application by the Board.

5. Teachers' Appeal of Placement on the Salary Grid

- (a) A teacher who considers that his/her placement on the salary scale, as to category or experience (in accordance with Clauses J. or K. below), is incorrect, shall immediately notify his/her Association.
- (b) The Association shall forward all requests which require further review, with or without recommendation, to the Teachers' Salary Placement Committee.
- (c) The Teachers' Salary Placement Committee, if a request concerning qualifications is warranted, shall request that the teacher obtain an assessment of qualifications from the Teacher Qualification Service.
- (d) The decision of the Committee shall be grievable in the case of placement on the scale or adjudication of Category 6/PA credits.

6. Speech/Language Pathologist Appeal of Placement on the Salary Grid

In the event of a dispute on the appropriate scale placement of a Speech/Language Pathologist on the salary grid, the matter will be submitted to an arbitrator, who will hear submissions from both sides and make a final and binding determination. For the life of this Agreement the arbitrator will be Dean W. Webber, Faculty of Medicine, U.B.C.

7. Salary Category 6/PA

(a) Salary category 5/PB certificated employees who have fifteen (15) additional units or equivalent of approved credit shall be paid on salary category 6/PA. All employees shall be eligible to apply provided the following conditions have been met:

(b) Criteria for Approval of Credits

- (i) Credits must be equivalent to standards in British Columbia's public universities.
- (ii) The academic standing in all courses must be equivalent to second class or better save and except one (1) course in which a pass mark shall be acceptable.
- (iii) Courses taken must be in no more than two (2) areas of study relevant to the school system, although it is agreed that some courses are applicable to many areas of study. Fifteen (15) units or equivalent of credit completed on a Master's degree program relevant to the school system shall be acceptable, irrespective of the number of areas of study.
- (iv) Credits which have not been used to obtain salary category 5/PB shall be acceptable, provided that these credits comply with the other regulations contained herein.
- (v) Credits must be in senior courses; i.e., courses numbered 300 or above. In exceptional cases, where it is required and used as a prerequisite, one (1) other course may be considered as set forth in Clause (c) below.

(c) Evaluation of Credits

- (i) A committee of employees from the Union shall evaluate the applications.
- (ii) The Union shall provide application forms. All completed application forms must be sent to the offices of the Union for consideration rather than to the offices of the Board. The initial screening of such applications shall be done by the committee of employees specified in Clause (c)(i) above in accordance with the regulations contained herein.
- (iii) If the committee of employees approves an application, the application shall be forwarded to the Board.
- (iv) If the Board approves an application, the Board shall notify the applicant and the applicant's salary category shall be changed in accordance with these regulations.
- (v) The Teachers' Salary Placement Committee shall consist of two (2) persons representing the Board, two (2) persons representing the Union, and the Superintendent of Schools, Vancouver, or his/her nominee, as Chairperson.
- (vi) If the Board does not approve an application, on the request of the applicant the application shall be reviewed by the Teachers' Salary Placement Committee. The Teachers' Salary Placement Committee shall notify the applicant concerned of the decision and of the reasons therefore.
- (vii) The Teachers' Salary Placement Committee shall assume the responsibility of advising in writing any teacher who seeks advice in advance, on the acceptability of courses.

(d) Effective Dates

Employees whose applications are approved by the Board shall be given placement on the higher salary category and retroactive salary payment based on the effective date of the employee's T.Q.S. card and with effect from one of the following periods:

January 01 for applications received by the Union specified in Clause (c) above by January 31 of that year, and

September 01 for applications received by the Union specified in Clause (c) above by September 30 of that year.

8. Recognition of One (1) Year Post Undergraduate Diploma

- (a) An employee presently on staff in salary category 5/PB who produces proof of successful completion, at a level equivalent to a second class or B average, of an approved one (1) year post undergraduate diploma program offered by a Faculty of Education in a B.C. University, shall receive salary recognition in accordance with Clause 7. (d) above.
- (b) Employees are advised to inform the Human Resources Division prior to registration rather than after completion of the course. Upon request, Personnel Managers will indicate the likelihood of job openings in the area of study. One (1) year post undergraduate diploma courses are those which normally are found in areas of particular interest to the Board such as:

Extended Studies in Education (SFU)
Native Languages for Native Indians (UVic)
Adult Education)
Counselling Psychology)
Special Education)
English Education)
Learning Assistance) (UBC)
Education of the Deaf) Visually
Impaired Children) Mentally
Retarded)
Education of Young Children)
Values Education)
Other post undergraduate diplomas approved by the Board

- (c) Recognition shall take the form of a lateral transfer from the 5/PB scale to the equivalent step on the 6/PA scale.
- (d) Procedures for change in category shall be as stipulated in Clause 4. above.

2.J. Recognition of Teaching Experience

1. On Appointment

An employee shall be allowed, for salary purposes, full credit for teaching experience up to the maximum of the salary scale for the salary category in which the employee is placed, as follows:

- (a) Teaching service in schools governed by the Act, in a faculty of a British Columbia university, or in a faculty of a community college or a technical institute in B.C.
- (b) Teaching service in government schools or in other similar government institutions where teaching is involved, where the service is deemed by the Superintendent of Schools to be equivalent to that of a teacher in the public school system.
- (c) Teaching service in:

- (i) A government financed and inspected school; or
- (ii) A faculty of a recognized university (full-time basis) or a faculty of a recognized community college or a recognized technical institute; or
- (iii) A recognized university or recognized community college or a recognized technical institute as a non-faculty member provided such person held a valid teaching certificate recognized in B.C. at the time of said experience.

The above experience may have been earned in any part of Canada or in any country where the employee's experience is relevant to the Vancouver school system.

- (d) Teaching service, as a certificated teacher, in schools which qualify as classification group 2 schools, under Section 6 of the Independent Schools Support Act, provided that in all cases the employee had held qualifications as a certificated teacher at the time of such experience.
- (e) Changes to the provision regarding qualifications and placement shall not be retroactive for teachers presently on staff in continuing appointments, but shall take effect from the beginning of the next calendar year following the change, provided always that a written request for a review of placement is received from the employee by the Associate Superintendent - Human Resources prior to June 30 of the

current school year. The request shall include proof of such experience as well as proof of the qualifications held by the teacher at the time of such experience.

(f) Service as a member of the armed forces of any Commonwealth country during the Second World War (1939 September - 1946 March 31) or in the Korean War.

(g) Trade or technical experience (including university or apprenticeship training in excess of four (4) years) if such experience is related to the subjects to be taught by the employee concerned, up to a maximum credit of four (4) years.

One (1) year's experience is equivalent to a minimum of eight (8) months' of full-time employment during one (1) school year or two (2) periods of full-time employment each of five (5) months or more, in two (2) different school years. For experience gained after 1981 September 01, one (1) year's experience is equivalent to a minimum of sixty per cent (60%) of full-time employment during one (1) school year. In the case of war service one (1) school year shall be interpreted to mean a period of twelve (12) months.

Proof of experience shall be submitted to the Board as soon as possible but shall be within sixty (60) days from the first teaching day of the appointment to be credited.

2. Related Experience

(a) Full credit shall be granted on the salary scale up to a maximum of four (4) increments for related experience in commerce or dietetics for teachers of commerce or home economics.

(b) Experience in commerce shall be recognized by granting one (1) increment for each year of continuous employment in that field:

(i) After receiving a Bachelor of Commerce degree from a recognized university or after registration with the appropriate statutory authority as a Chartered Accountant, Certified General Accountant, or Registered Industrial Accountant.

(ii) For secretarial experience acceptable to the Board.

(c) Experience in dietetics shall be granted to those teachers having one (1) or more years of continuous employment as a dietitian after receiving a degree in dietetics from a recognized university.

(d) Employment as a certificated Early Childhood Educator (E.C.E.) or qualified Speech/Language Pathologist in a licensed pre-school or licensed, non-infant, non-family daycare shall be granted if such experience is related to the assignment of the employee concerned at the time of hiring, up to a maximum credit of four (4) years.

2.K. Recognition of Speech/Language Pathologist Experience

1. A Speech/Language Pathologist wishing to have a review of years of experience credited will discuss the matter with Human Resources. If the Speech/Language Pathologist is not satisfied with the result, he/she may refer the matter to the Teachers' Personnel and Staffing Advisory Committee, and may make a presentation on his/her behalf to the Committee or be represented by the V.T.F. if he/she so chooses. Failing resolution at this level, the matter may be referred to the grievance procedure.

2. Experience will be credited for speech/language pathology service in accordance with the following:

(a) Service in a public school system - full credit for all time so employed.

(b) Service in a non-school setting - credit for up to four (4) years speech/language pathology service in settings other than public schools (including Clause J.2.(d) above).

3. Part-time service will be credited in accordance with the following:

One (1) year's experience is equivalent to a minimum of eight (8) months of full-time employment during one (1) school year or two (2) periods of full-time employment each of five (5) months or more, in two (2) different school years. For experience gained after 1981 September 01, one (1) year's experience is equivalent to a minimum of sixty per cent (60%) of full-time employment during one (1) school year. In the case of war service one (1) school year shall be interpreted to mean a period of twelve (12) months.

Proof of experience shall be submitted to the Board as soon as possible but shall be within sixty (60) days from the first teaching day of the appointment to be credited.

4. Changes to the provision regarding qualifications and placement shall not be retroactive for Speech/Language Pathologists presently on staff in continuing appointments, but shall take effect from the next increment date, i.e. September 01 or January 01, following the date of application. The request shall include proof of such experience as well as proof of the qualifications held by the Speech/Language Pathologist at the time of such experience.
5. Service as a member of the armed forces of any Commonwealth country during the Second World War (1939 September - 1946 March 31) or in the Korean War.

2.L. Increments

1. Increment Date

The increment adjustment date for all employees who would otherwise qualify for an adjustment in the period October to February will be prepaid commencing September 01. Employees who would have had an increment adjustment date March to June will receive the increment the following September 01.

2. Part-Time Employees

- (a) For the purpose of salary placement, a part-time employee who works sixty per cent (60%) or more shall receive increments calculated as though he/she is a full-time employee. The part-time employee's salary shall be pro-rated according to the percentage of time specified in his/her assignment.
- (b) A part-time employee whose assignment is less than sixty per cent (60%) shall accumulate his/her experience to equal sixty per cent (60%) F.T.E. before receiving an experience increment.
- (c) No contracted teaching assignment shall be less than .2 F.T.E.

3. Delay of Increments

- (a) An employee's salary increment SHALL NOT be delayed:

- (i) If he/she is on exchange or on a special assignment carrying full pay.
- (ii) Subject to the provisions of Article 10.J.7.(f), if he/she has been on approved educational leave and has submitted to the Superintendent of Schools verification of having completed the program for which the leave was granted.
- (iii) If he/she has been absent from duty because of ill health for not more than sixty (60) days during the increment year.
- (iv) If he/she has been absent from duty because of ill health for not more than one (1) year, provided that he/she has been in continuous employ of the Board for a period in which he/she has received five (5) or more undelayed annual increments, and provided that he/she has not been granted this privilege before.

- (b) An employee's regular salary increment SHALL be delayed:

- (i) If he/she is absent due to ill health beyond the periods referred to in Clauses (a) (iii) and (iv) above, provided, however, that the period of delay shall be one (1) month for each accumulation of twenty (20) teaching days or portion thereof, beyond the said periods referred to in the said Clauses (a) (iii) and (iv).
- (ii) If he/she is absent for any reason other than illness, special assignment, study duly approved by the Board, or Maternity Leave, the period of delay shall be one (1) month for each month of absence or any portion thereof exceeding ten (10) days.
- (iii) Pursuant to the provisions of Clause 1. above.

ARTICLE 3 - APPOINTMENTS

3.A. Continuing

An employee who accepts a position that will continue for more than one (1) year shall be given a continuing contract. The provisions of this Clause shall not preclude the Board from offering a continuing contract to an employee who accepts an assignment of shorter duration.

3.B. Temporary

1. Classification

A temporary employee is one who has been contracted for a specific position on a temporary basis. Such an employee shall receive a contract from the Board documenting the starting date and completion date of the temporary appointment.

2. Length of Assignment

- (a) Where it is known in advance that the assignment will be for a period of more than three (3) months, the employee shall be given a temporary contract.
- (b) An employee whose on-call assignment extends for a period of more than three (3) months shall be given a temporary contract which shall be deemed to be, with the exception of benefits, retroactive to the beginning of the assignment.

3. Salary and Benefits

- (a) An employee on a temporary contract shall be paid on the monthly payroll at an annual rate of salary based on his/her qualifications and experience.
- (b) An employee on a temporary contract shall be entitled to the benefits provided to continuing employees for the term of the contract.

4. Delayed Return to Service

When the appointment or re-engagement of a temporary employee is delayed for any period of less than one (1) year for reasons beyond that employee's control, the salary and benefits of such employee may be determined by the Board as though no interruption in service has occurred.

5. Accumulation of Service

Service on temporary contract status may be accumulated as follows:

- (a) Temporary appointments beginning October 01 or earlier in any school year shall be deemed to have begun on the first school day of September of that year.
- (b) Temporary appointments beginning February 01 or earlier in the second term of any school year shall be deemed to have begun on the first day of that term.

6. Conversion of Temporary to Continuing Contracts

An employee whose certification and qualifications meet the Board's stated requirements shall be granted a continuing contract under the following conditions:

- (a) The employee has more than one (1) aggregate year of service under temporary contract.
- (b) The employee has received a maximum of two (2) full-time temporary assignments in the course of one (1) school year.

7. Prior Consideration

Employees who currently hold, or within the previous three (3) year period held, a temporary contract with the Board shall be entitled to apply for vacant positions according to the provisions of Article 7.A.3. and 4. The Board shall give prior consideration to these applicants over applicants who have not been on contract.

3.C. Part-Time

1. An employee with a previous or current continuing full-time appointment to the staff of the District may, without prejudice to that appointment, request a part-time assignment, specifying the fraction of time requested, and the length of time, not to exceed one (1) year, for which the part-time assignment is requested. The Board shall not unreasonably refuse such a request.
2. When the request under Clause 1. above is granted by the Board and confirmed in writing, the employee shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the Board has made the part-time assignment.
3. An employee on part-time continuing assignment may apply for a full-time continuing assignment and shall have the right to such an assignment, provided that the request is made before March 31 of any school year and can be granted without the layoff of any employee on continuing contract.
4. With Board approval, an employee who has been granted a change of assignment pursuant to Clause 1. above may, without prejudice to that assignment:
 - (a) Alter the percentage in the same assignment.
 - (b) Return to a full-time assignment at an earlier date.
 - (c) Extend the part-time assignment for a further period.
 - (d) Obtain an additional part-time assignment at the same worksite or another worksite.
5. During the absence of either employee sharing an assignment, the partner shall have the right to assume the duties of the absent employee. Remuneration for these duties shall be based on the scale rate for the employee assuming the replacement.
6. A part-time employee, for the purpose of purchasing pensionable service, shall, upon application for such status, be considered to be on leave of absence for the balance of his/her previous full-time appointment. The full cost of pension contributions for the on-leave portion of the assignment shall be borne by the employee.
7. Attendance at a professional and/or staff development activity on a day when a part-time employee would not otherwise work shall be at the discretion of the employee.

3.D. Resignation [PC C.1]

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.
2. The employer shall provide the Local with a copy of any notice of resignation when it is received.

ARTICLE 4 - EMPLOYEES ON CALL

4.A. Qualifications

It is the practice of the Board to hire as Employees on Call, persons who hold a valid B.C. Teaching Certificate, or Letter of Permission, or in the case of Speech/Language Pathologists, who qualify for membership in C.A.S.L.P.A. except in situations where qualified Employees on Call are not available.

4.B. Duties

Employees on Call will be assigned duties consistent with those expected of the teaching staff or the Speech/Language Pathology staff.

4.C. Professional Development

To the extent that space is available, Employees on Call shall be permitted to participate in professional development activities offered by the Board. Participation will be unpaid, unless specifically authorized otherwise by the Board.

4.D. Reports/Complaints

1. With the exception of allegations of disciplinable conduct, an employee who wishes to express a concern about the professional performance of an Employee on Call, must first communicate the concern to the Employee on Call within seven (7) days of becoming aware of the concern. He/she may refer the matter to the Principal only after informing the Employee on Call of the concerns as above.
2. Any Principal who has a concern about the work of an Employee on Call, or has had a concern referred to him/her pursuant to Clause 1. above, shall follow the procedures listed below:
 - (a) The Principal shall verbally inform the Employee on Call that he/she wishes to discuss the Employee on Call's work and that the Employee on Call has the right to be accompanied by a V.T.F. representative when the Principal's concerns are discussed.
 - (b) If, during the discussion referred to in Clause (a) above, it arises that there is a possibility that the matter may proceed under the provisions of Article 8.F. or Clause F. below the Principal shall end the discussion immediately.
 - (c) If the matter proceeds under Article 8.F. or Clause F. below, all statements and information gathered in the discussion pursuant to Clause 2.(a) above shall be inadmissible.

4.E. Evaluation

An Employee on Call who is on a continuous assignment of two (2) months or more may request an evaluation or may be evaluated by an administrator in accordance with the following:

1. At least two (2) days prior to the first observation, the employee and the evaluator will meet and discuss the expectations for the assignment and any relevant criteria from Article 8.B. Any supplementary material will be provided to the employee at that meeting.
2. After each observation the evaluator and employee will, within a reasonable number of school days, meet and discuss the observations, including any positive comments and/or areas requiring improvement.
3. A minimum of three (3) visits will form the basis of the report.
4. A draft report will be provided to the employee incorporating the comments and suggestions in Clause 2. above. Within seven (7) days, the employee will have the right to meet with the evaluator to make comments, suggest changes, or point out alleged errors. The employee may be accompanied by a representative of the appropriate Association or another V.T.F. member of his/her choice.
5. The report may or may not provide a conclusion statement.
6. The final report will be provided to the employee and a copy will be filed in the Human Resources Division of the Board.
7. Only one (1) report may be requested in any one (1) assignment, and only two (2) reports may be requested by an employee in any one (1) school year.
8. At least three (3) weeks must remain in the assignment for an evaluation to be initiated. No evaluations will be done in September or June.

4.F. Removal from the Employee on Call List

The decision whether to rehire Employees on Call remains with the Board. Employees on Call will be informed in writing of the reasons for removal prior to being removed from the list. If an Employee on Call wishes to discuss the matter, he/she shall be given an opportunity to meet with the Associate Superintendent - Human Resources or designate within the Human Resources Division. A V.T.F. representative may also be present at the option of the Employee on Call.

Employees on Call will not be removed from the list except for just and reasonable cause.

4.G. Prior Consideration

The practice of the Board is to give prior consideration to an Employee on Call who holds a valid B.C. Teaching Certificate or is eligible for membership in C.A.S.L.P.A. when seeking a regular position with the Board over applicants who have no experience with the Board.

4.H. Sick Leave

1. Employees on Call shall be protected against loss of pay that would result from absence due to illness according to the same salary protection as that for regular employees based on service accumulation while on assignment exceeding five (5) days.
2. Sick leave provisions, in accordance with Article 6., shall become an entitlement from the sixth (6th) and subsequent consecutive working days on any one (1) assignment. The qualifying period shall be calculated from the first (1st) day of that assignment and use of such credits shall be during such assignments only. An Employee on Call who has accumulated sick days shall be given an annual statement of the accumulated number of such days as of June 30 of each year, in November.

ARTICLE 5 - BENEFITS

5.A. Preamble

The Board and the Union shall hold joint ownership of the medical and dental plans, and any changes in the plans affecting carrier or coverage shall be by the mutual agreement of the parties. Such agreement shall not be unreasonably withheld. The Board shall pay such portion of premiums as is specified in this Agreement and as increased by the carrier from time to time, as well as continuing to provide, at the Board's expense, the following services:

1. Enrolment of new members.
2. Notice of termination of withdrawing members.
3. Notification to the carrier of change of status or address of members.
4. Collection and forwarding of premiums paid by members.

Benefits shall be available to common-law relationships (including same-sex couples) on the basis that proof must be submitted of a two (2) year relationship of cohabitation during which the partner has been represented as the employee's spouse.

5.B. Medical Services

Subject to the provisions of Articles 1.K.5. and 5.L. an employee may participate in the medical insurance coverage package which is comprised of:

1. Medical Services Plan

The Board will contribute fifty per cent (50%) of the premium of the Basic Plan as established by the Medical Services Commission of British Columbia.

2. Extended Health

- (a) The Board will contribute one hundred per cent (100%) of the premium of the Extended Health Benefits Plan as established by Pacific Blue Cross or its successor.
- (b) A monthly charge of fifty cents (\$0.50) for single coverage and one dollar fifty cents (\$1.50) for family coverage shall be added to the costs for Medical Services and shared equally between the employee and the Board to provide additional prosthetic equipment and other items such as heavy-duty wheelchairs, etc. when recommended by a physician.
- (c) The Extended Health Benefits Plan shall include the following:
 - (i) No lifetime coverage ceiling.
 - (ii) Medex.
 - (iii) An eyeglass limit of \$200 per person in a twenty-four (24) month period.
 - (iv) Chiropractor fees.
 - (v) A hearing aid limit of \$500 per ear per person in a five (5) year period.
 - (vi) Naturopathy - \$500.
 - (vii) Oral contraceptives.
 - (viii) Acupuncture - \$300.
 - (ix) Speech Therapy.

5.C. Dental

Except as noted in Articles 1.K.5 and 5.L an employee presently in the employ of the Board may participate in the Dental Plan underwritten by Pacific Blue Cross Plan No. 09 9066, with premiums to be paid by the Board, and providing the following benefits:

- Plan A - 80% payment
- Plan B - 50% payment
- Plan C - 50% payment (No lifetime limit)

For all employees hired subsequent to 1975 December 31, participation in the Dental Plan shall be a condition of employment except for those employees who produce evidence of other dental coverage.

5.D. Group Life

1. Except as noted in Articles 1.K.5 and 5.L., participation in the Plan is a condition of employment for all employees appointed on or after 1975 January 01, with the following coverage:

- (a) Multiple of Salary
 - under age 45 - 300% of annual salary
 - 45 but under 55 - 250% of annual salary
 - 55 but under 60 - 200% of annual salary
 - 60 or over - 150% of annual salary

All amounts of coverage shall be rounded to the next \$1,000 of coverage, or;

- (b) Fixed Amount - \$5,000.

2. Employees may opt for the scale of benefits given as a percentage of annual salary at the time of joining staff or during employment with the Board upon medical proof of insurability. Employees may opt to reduce coverage by written notice to the Board.

3. The Board will pay one-half (1/2) of the premium payable on behalf of each employee covered by the Plan, and the employee will pay the other half.

4. Any premium contributed by an employee toward the total premium payable under this policy for insurance on the life of such employee shall be deemed by the employer to be applied first to the premium for the amount of his/her insurance (if any) in excess of \$25,000 and the balance (if any) of the employee's premium shall be deemed by the Board to be applied to the first \$25,000 of his/her insurance.

5.E. Optional Group Life

The Board shall provide for the deduction of premiums for those eligible employees who choose to participate in the B.C.T.F. Group Life Plan. The cost of initiating and continuing such deduction of premiums shall be borne solely by the Board.

5.F. Continuation of Benefits While on Salary Indemnity

Employees in receipt of Salary Indemnity benefits shall be entitled to continuation of the benefits in Clauses A. to E. above under the cost sharing provided for in those Clauses.

5.G. Special Payment in Case of Employee's Death

In the event of the death of an employee who, at the time of death had been employed by the Board continuously for six (6) months, the Board shall pay one (1) month's salary to the widow or widower of the deceased, or to the estate if there is no widow or widower. This payment is in addition to any amount earned by the deceased up to the date on which he/she was last employed by the Board.

The Board shall also pay a sum equal to one-half (1/2) the accumulated sick leave up to a maximum of fifteen (15) days' pay, calculated on the daily rate as defined in Article 2.D. of the employee's annual salary.

The Board shall continue the medical and dental benefits to the dependents of the deceased employee for a period of six (6) months after the death of the employee. Such continuation shall be paid for in full by the Board. The dependents shall be notified in writing of the terms of this provision when severance and other benefits are paid over.

5.H. Vandalism, Loss or Damage Compensation

Employees shall be provided with vandalism, loss or damage compensation under the following conditions:

1. Automobile Claim

(a) The Board shall reimburse any employee whose vehicle is stolen or damaged through vandalism at a worksite or at a school function, up to the deductible amount stipulated in the employee's I.C.B.C. comprehensive option, to a maximum of two hundred dollars (\$200). The employee shall provide the Board with a copy of the claim approval from his/her insurance carrier.

(b) The employee shall submit his/her claim on the appropriate V.S.B. claim form. Forms shall be available from each worksite office.

(c) In cases where no I.C.B.C. claim is filed, the Administrative Officer or supervisor shall have the authority to approve payment of minor claims up to a maximum of one hundred dollars (\$100).

2. Personal Property Claim

(a) The Board shall reimburse any employee whose personal property is stolen or damaged at a worksite or a school function for the replacement or repair cost of the property up to fifty percent (50%) of the deductible amount stipulated in the employee's insurance policy covering such perils, to a maximum payment of one hundred dollars (\$100). The employee shall provide the Board with a copy of the claim approval from his/her insurance carrier.

(b) The employee shall submit his/her claim on the appropriate V.S.B. claim form. Forms shall be available from each worksite office.

5.I. Employee Assistance Plan

The Board will fully fund an Employee Assistance Plan, to the amount of not less than twenty dollars (\$20.00) per employee per year.

5.J. Teacher on Call (Employee on Call) Benefits [PC B.2.4]

Teachers on Call (Employees 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.

ARTICLE 6 - SICK LEAVE

6.A. Accumulation of Sick Leave

1. Sick leave is earned at the rate of one and one-half (1 1/2) days for each month the employee is in the service of the Board. Subject to the provisions of Clause B.3. below, fifteen (15) days of sick leave shall be available to each employee at the beginning of the school year.
2. For the purposes of this Article "month in the services of the Board" shall mean a month in which an employee has worked and received salary from the Board.
3. There is no maximum to the number of days of sick leave that may be accumulated.
4. Employees commencing employment with the Board during the year shall have available to them the quota of sick leave benefits which would accrue to them for the balance of the school year.
5. Employees who are in their first year of contracted employment with the Board, and who do not have sick leave from another District as provided for in Clause C. below, shall be provided with an additional five (5) days of leave.
6. If an employee resigns from the Board's employ and subsequently resumes a position as an employee with the Board, he/she shall immediately be credited with the balance of all sick leave remaining to his/her credit at the time of his/her resignation.

6.B. Sick Leave Allowance

1. Any days during which the employee has been absent with full pay for reasons of illness or unavoidable quarantine shall be charged against any sick leave accumulated by the employee.
2. When an employee is absent for more than ten (10) consecutive teaching days, he/she shall present a certificate signed by a duly qualified medical practitioner indicating the necessity for the absence.
3. The Board shall recover unearned sick leave days paid from an employee by deducting the number of days used from his/her sick leave allowance at the commencement of the subsequent school year. If the employee does not accumulate enough sick leave to allow such repayment, the monies shall be repaid by the employee to the Board progressively throughout the school year. The Board shall notify the employee when it intends to make the recovery by payroll deduction. In any event, the unearned sick leave shall be recovered prior to the employee leaving the Board's employ or going on a long term unpaid leave.

6.C. Sick Leave Portability

The Vancouver School Board shall reciprocate portability of sick leave to an employee who is appointed from a school district which offers reciprocal portability for a Vancouver employee who may be appointed to that district.

6.D. Annual Statement of Sick Leave Balance

Each employee shall receive an annual statement of his/her sick leave balance including a list of dates for which sick leave was used during the previous school year; i.e. from September of one (1) year to June of the following year. Such statements shall be issued by the Board prior to September 30 of each year.

6.E. Assignments on Return from Sick Leave

After consideration of the potential effect on the educational program, and on the receipt of written advice of the employee's physician, the Associate Superintendent - Human Resources or designate may grant him/her a partial return from sick leave. Where such approval has been granted the following conditions shall prevail:

1. The employee shall return to a reduced assignment and shall remain on sick leave for the balance of the assignment. Such an arrangement shall be for the current school year only.
2. If the employee wishes to return to a reduced assignment in the following school year, it will be subject to review and to the approval of the Associate Superintendent - Human Resources.

ARTICLE 7 - PERSONNEL PRACTICES

7.A. Posting and Filling Vacancies

1. In this Article, "vacancy" shall be defined as a position which the Board intends to fill and has not filled through a reassignment. Such vacancy may be:
 - (a) A newly created position; or
 - (b) An existing position, vacated by an incumbent on a continuing contract.
2. When the Board becomes aware that a position will be vacant for longer than three (3) consecutive months in a school year it shall immediately post the position for seven (7) calendar days at the Union and Area Offices and concurrently at all worksites. Each posting shall describe the term, general nature and location of the assignment(s) and shall include the process and deadline for application.
3. Employees may apply for posted positions on the following basis:
 - (a) Candidacy for positions which will be vacant for one (1) year or longer shall be open to all employees in the District, subject to the provision of Clause 16. below.
 - (b) Candidacy for positions which will be vacant for more than three (3) consecutive months in a school year shall be open only to employees returning from leave, Employees on Call, and employees holding positions which will terminate prior to the starting date of the posted position. If no qualified applicant applies, the Board may hire from outside the District.
4. Other than for Clause 3.(b) above, applicants will be interviewed and offered positions in the following order:
 - (a) Administrators returning to teaching, those returning from V.T.F., B.C.T.F. and C.T.F. leave, subject to the provisions of Article 10.EE.6.
 - (b) Board-initiated transfers, employees surplus to a school, employees committed to a transfer, employees returning from leave, or part-time employees seeking full-time assignment.
 - (c) Employees with continuing contracts other than those mentioned in Clauses (a) and (b) above.
 - (d) Employees on the recall list.
 - (e) Employees on temporary contract who are recommended for retention in the District by their Administrative Officer/Supervisor.
 - (f) Employees hired by the Board.

5. Applicants from a lower priority group will not be interviewed unless there is no applicant from a higher group who meets the requirements for the position as listed in the posting.
6. It is understood the vacancy may be modified prior to posting as the result of reorganization within the school. It is also understood the vacancy being filled may be modified prior to filling due to enrolment/program changes.
7. Employees who are working as and wish to transfer as a job-share team shall be permitted to apply and transfer as a team.
8. In each of the groups defined in Clause 4. above, when two (2) or more employees have relatively equal qualifications (including teaching experience and suitability to the particular position), the position shall be offered to the applicant with the greater/greatest seniority. In the case of employees applying as a team, the seniority shall be calculated by averaging the partners' seniority.
9. By February 15 each year the process and time deadlines for voluntary employee transfers will be published in the Superintendent's Bulletin.
10. Employees will be given the opportunity to be interviewed by a Personnel Officer concerning their goals and qualifications.
11. Subsequent to the interview referred to in Clause 10. above, an employee who commits to a transfer shall inform the Human Resources Division in writing by March 15 of each school year. His/her position will then be considered vacant for the purpose of posting.
12. Interviews will be conducted by a committee composed of the administrator(s) and employee(s) from the staff of the school.
13. Offers made will be accepted or rejected within twenty-four (24) hours. An employee who has accepted a position shall not be eligible to participate in this process until the subsequent school year without the agreement of the Associate Superintendent - Human Resources or designate.
14. The Board will endeavour to inform all applicants who were interviewed within one (1) working day of the position having been filled. All applicants shall be so informed within two (2) working days. An Administrative Officer shall, upon request, provide verbal reasons for the committee's decision to any unsuccessful applicants.
15. After June 15 of each school year, all placements will be made and individuals informed of such by the Human Resources Division. For individuals who do not have an assignment, the provisions of Clause 4. above shall apply.
16. When a permanent vacancy as defined in Clause 1. above is posted during the school year, the successful applicant shall fill the position at the beginning of the next school year. With the approval of the Associate Superintendent - Human Resources, for educationally sound reasons, the position may be filled either immediately or at the next natural break as determined by the parties.

7.B. Changes in Speech/Language Pathologist Assignment

1. By February 28 each year the process and time deadlines for changes in assignment will be provided in writing to the Speech/Language Pathologists.
2. Speech/Language Pathologists will be given the opportunity to apply for a change of assignment and to be interviewed by the Supervisor of Speech/Language and Hearing Services.
3. A Speech/Language Pathologist who is committed to a change in assignment shall inform the Supervisor of Speech/Language and Hearing Services by April 30 of each school year.
4. Speech/Language Pathologists who have committed to a change in assignment will be advised of all current assignments for which they are considered to be qualified.
5. All applicants who are considered for an assignment will be informed when the assignments are completed.

6. By June 30 of each school year, all assignments will be made and Speech/Language Pathologists informed of such by the Supervisor of Speech/Language and Hearing Services.

7.C. Board-Initiated Transfers

1. The employee will be informed of the transfer in writing; this notification shall include the reason(s) for the transfer. As far as possible, notification of a tentative transfer shall be given by June 01 of the same year. Board-initiated transfers shall not be used for arbitrary, capricious, or punitive reasons and shall not be the sole method of dealing with competence-based problems.
2. Prior to effecting the transfer, the Associate Superintendent - Human Resources or designate within the Human Resources Division shall discuss the transfer with the employee and give consideration to the employee's professional and personal goals.
3. The practice of "Principal-initiated transfers" will not be followed.

7.D. Transfer Because of Surplus Staffing

1. Subject to the provisions of Clause 6. below, when it becomes necessary to transfer an employee because of surplus staffing, the employee at that school/worksites who has the least District seniority shall be considered first. Exceptions to the seniority provision would be made only on the basis of program protection or special qualifications.
2. An employee who is transferred for reasons of projected decline in enrolment, program closure, or situations which result in an employee being declared surplus, shall have the opportunity of returning forthwith to the position previously held in the event that the projected factors do not actually materialize.
3. Prior to a decision to initiate a transfer pursuant to Clauses 1. and 2. above, the worksite supervisor shall meet with the affected employee to discuss the reasons for the transfer.
4. Any employee who is to be transferred shall be informed of the transfer in writing as soon as possible but in any event no later than June 01 for transfers which are to be effective in the next school year.
5. Prior to effecting the transfer, the Associate Superintendent - Human Resources or designate within the Human Resources Division shall discuss the transfer with the employee and give consideration to the employee's professional and personal goals.
6. Any employee who has been transferred pursuant to this Article shall not be subject to a further transfer because of surplus staffing for three (3) school years.

7.E. Filling of District-Based Positions Within the Bargaining Unit

1. For the purpose of this Clause, a District-based position shall be defined as one which is not filled through the school-based process in Clause A.12. above and has as its primary function:
 - (a) Provision of professional support for regular class teachers.
 - (b) Organization or provision of educational service to specific students or groups of students.
2. The Human Resources Division shall post all vacant positions as they occur. The provisions of Clause A.1. above and, with the exception of the date limitations, the provisions of Clause A.2. above, shall apply to such postings.
3. Candidates for District-based positions shall be interviewed by a selection committee which shall be composed of both Board and V.T.F. representatives.

7.F. Filling of Positions of Special Responsibility Within the Bargaining Unit

1. For the purpose of this Clause, a position of special responsibility shall be defined as one for which an allowance is provided by Article 2.E., other than the positions of Senior Teacher and Subject Representative.
2. The Human Resources Division shall post all vacant positions as they occur. The provisions of Clause A.1. above and, with the exception of the date limitations, the provisions of Clause A.2. above, shall apply to such postings.
3. Candidates for positions of special responsibility shall be interviewed by a selection committee which shall be composed of both Board and V.T.F. representatives.

7.G. District Staff and Administrative Vacancies

1. Vacancies will be advertised in the Superintendent's Bulletin concurrently with external advertising.
2. Where, in the opinion of the Board, qualifications and all other considerations are deemed to be equal between candidates, the internal applicant will be given preference.

7.H. Extra-Curricular Activities

1. In this Agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally developed curricula.
2. The Board and the Union recognize and support the concept that extra-curricular activities are an important part of each school's educational program.
3. It is recognized that participation in extra-curricular activities by an employee shall be on a voluntary basis.
4. Non-involvement of an employee in extra-curricular activities is outside the scope of a report on the work of an employee.

7.I. Personnel Files

1. For each employee, there shall be only one (1) District personnel file maintained at the District office. The file shall be complete with all documents normally kept in District personnel files and shall contain only material relevant to employment.
2. Any employee, including an Employee on Call, may request to consult his/her District personnel file in the presence of an employee of the Human Resources Division. Such a request will be granted at a mutually acceptable time.
3. After the employee reviews the file, a copy of any document requested shall be made available to the employee. It is understood there may be a small charge for such copying, and the provision of such documents will be done as soon as practicable, subject to the availability of personnel.
4. When reviewing his/her file, the employee may be accompanied by an individual of his/her choice.
5. The employee shall receive a copy of any material of a negative or adverse nature that is placed in the District personnel file.
6. At the written request of the employee, letters of reprimand and related material shall be removed from the District personnel file after five (5) years provided no further disciplinary action has occurred.
7. Letters of suspension and related material may be removed by approval of the Associate Superintendent - Human Resources. An employee who wishes to have such material removed will make a written request to have such material removed to the Associate Superintendent - Human Resources for a meeting to discuss the issue. He/she may bring a V.T.F. representative to the meeting. A written response to the request will be provided to the employee.

8. The provisions of Clauses 6. and 7. above shall not prevent the parties from agreeing, prior to arbitration and during the grievance procedure, to earlier removal of disciplinary material.
9. After removal from the file, the materials referred to in Clauses 6. and 7. above shall not form the basis for progressive discipline, but in future the employee cannot claim ignorance of the offence nor can he/she refer in any proceedings to an unblemished record with the Board.
10. Notwithstanding the provisions of Clause 1. above, no personnel file shall be kept on any employee hired to teach Summer School.

7.J. Discrimination

1. Racial/Ethnic Discrimination

"Racial/Ethnic prejudice is unjust behaviour shown against people simply because of their ethnic origin, language, colour, race or religion."

2. Non-Discrimination

- (a) No employee shall be discriminated against on the basis of race, colour, ancestry, place of origin, religion, gender, sexual orientation, age, marital status, disability or family status. Where there exists a bona fide occupational requirement it shall not be considered discrimination.
- (b) It is understood and agreed by both parties that certain circumstances may result in gender preference for purposes of privacy in changing areas, role modelling or correction of endemic discrimination.

3. Non-Sexist Environment [PC E.1]

- (a) 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.
- (b) 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.
- (c) 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.

4. Union Activity

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

- (a) Becoming or remaining a member or officer of the V.T.F. (including V.S.T.A. or V.E.S.T.A.) or B.C.T.F.
- (b) Participation in any lawful activities of the V.T.F. (including V.S.T.A. or V.E.S.T.A.) or B.C.T.F.
- (c) Exercising any right under this Agreement or the Labour Relations Code.

5. Procedures

In the event that an employee feels that he/she has a complaint under Clause 2., 3., or 4. above, the employee should proceed through the grievance procedure contained in Article 12 after informing the alleged offender. In cases where the employee may allege such a grievance is against the Principal, the employee may, after informing the Principal, proceed to Step Two (Article 12.A.2.(b)) of the grievance procedure. All other steps of the procedure may then be followed as necessary for the resolution of the grievance.

7.K. Harassment/Sexual Harassment [PC E.2]

Note: Please refer to the March 14, 1997 Letter of Understanding No. 2 (page 141), which may affect the operation of this Article.

1. General

- (a) The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment.
- (b) 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.
- (c) 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.
- (d) All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- (e) 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.

2. Definitions

- (a) For the purpose of this Article harassment shall be defined as including:
 - (i) sexual harassment; or
 - (ii) 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
 - (iii) objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates, or humiliates another person; or
 - (iv) 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
 - (v) such misuses of power or authority as intimidation, threats, coercion and blackmail.
- (b) The definition of "sexual harassment" shall include:
 - (i) 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
 - (ii) any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
 - (iii) an implied promise of reward for complying with a request of a sexual nature; or
 - (iv) 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.

3. Resolution Procedure

- (a) Step One
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 Two, 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.
- (b) Step Two

- (i) If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the Superintendent or designate.
- (ii) The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.
- (iii) 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 B.C.P.S.E.A. 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.

(c) Step Three

- (i) 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.
- (ii) 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.

4. Remedies

(a) Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:

- (i) reinstatement of sick leave used as a result of the harassment;
- (ii) any necessary counselling where E.F.A.P. services are fully utilized or where E.F.A.P. cannot provide the necessary services to deal with the negative effects of the harassment;
- (iii) redress of any career advancement or success denied due to the negative effects of the harassment;
- (iv) recovery of other losses and/or remedies which are directly related to the harassment.

(b) 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.

(c) The Local and the complainant shall be informed in writing that disciplinary action was or was not taken.

(d) 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.

(e) 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 Three of Article 12.A. (Grievance Procedure). In the event the alleged harasser is the Superintendent, the parties agree to refer the complaint directly to expedited arbitration.

5. Training

(a) 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.

(b) 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:

- (i) the definitions of harassment and sexual harassment as outlined in this Agreement;
- (ii) understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
- (iii) developing an awareness of behavior that is illegal and/or inappropriate;
- (iv) outlining strategies to prevent harassment and sexual harassment;
- (v) a review of the resolution of harassment and sexual harassment as outlined in this Agreement;
- (vi) understanding malicious complaints and the consequences of such;
- (vii) outlining any Board policy for dealing with harassment and sexual harassment;
- (viii) outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

7.L. Assistance for an Employee Suspended or Terminated from Employment

1. When an employee has received a suspension without pay pursuant to the provisions of Article 8., he/she shall be entitled to the continuation of benefits as provided in Article 5. for the first month of any suspension. Thereafter, the employee shall pay full cost of the benefits for the remaining period of the suspension. The Employee Assistance Plan will be available to such an employee during the period of the suspension. If a grievance of the suspension is upheld, the Board shall reimburse the employee for the Board's share of the benefit costs.
2. When an employee has had his/her employment terminated pursuant to the provisions of Article 8., he/she shall have continued access to the Employee Assistance Plan until the conclusion of appeal procedures provided by Article 8. and Article 12.
3. In addition to the provisions of Clause 2. above, the employee shall be entitled to the continuation of benefits as provided in Article 5. for a period of one (1) month after termination, or for the period of prepayment, whichever is the greater. For up to an additional six (6) months, the employee may continue with medical, extended health, and/or dental plan benefits, at his/her option, providing he/she pays the full cost of premiums in advance.
4. An employee who is suspended or who is subsequently reinstated after being dismissed as a result of accusations of child abuse or sexual misconduct shall be assisted in his/her return to duty. Such assistance may include a period of leave of absence, including up to two (2) weeks with pay if the allegations are not substantiated and, notwithstanding the applicable posting, filling and transfer provisions of Article 7.A., first priority for transfer to a vacant position.
5. Where an employee has been reinstated to employment, the Board shall meet with the V.T.F. and make every effort to agree to any public release of information on the matter.

7.M. Appeals of Employee Decisions

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 the employee shall have the following rights:
 - (a) 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 appropriate Association.
 - (b) The employee whose decision is being appealed shall be entitled to receive, seven (7) days prior to their consideration, any documents to be considered during any stage of the appeal. The employee shall have the right to provide a written or oral response to such documents.
2. Subject to the provisions of Clause 1. above, Board policy "Appeal of the Decision of A Vancouver School Board Employee Pursuant to Section 11 of the School Act" (INQ-SC-001 EST. 90-07) will be followed. It is further agreed that no changes in the Board policy will be made until consultation takes place through the normal consultative process. No decision of the Board in carrying out such appeals, or any By-Law of the Board which alters this policy, shall abrogate rights of an employee as provided for in this Agreement.

7.N. Administration of Medication

1. Employees will not be required to administer medication or supervise the self-administration of medication except in an emergency situation.
2. Employees shall not perform any medical or physical procedure that is liable to endanger the well-being of the student or other students or subject the employee to risk of injury, liability or negligence, except in an emergency situation. Such procedures include, but are not limited to, injections, catheterization, lifting a student, physiotherapy, feeding disabled students, postural drainage, manual expression of the bladder and toileting assistance.
 3. Where medication is administered, or self-administration is supervised by an employee, the following conditions must be met: (a) Written authorization and instructions for administration of medication must be received from the student's attending physician, confirming that medication is required while the child is attending school.
 - (b) The child's parent or guardian has made a written request for the school's assistance and has discussed the situation with school personnel.
 - (c) Adequate instructions and training have been received from a qualified health care professional.
 - (d) Appropriate storage is provided.
4. The Board shall indemnify and save harmless any employee against claims arising from the administration of medication, supervision of self- administration or performance of physical procedures.

7.O. Teacher-in-Charge

1. When all Administrative Officers are absent from an elementary school or annex, and in each elementary school or annex which has a Senior Teacher he/she is also absent, the Administrative Officer shall designate an employee to act as Teacher-in-Charge and shall inform the staff of the identity of that person.
2. The Teacher-in-Charge shall strive to ensure that the safety of the students and the security of the school are maintained and shall deal with emergent matters.
3. A Teacher-in-Charge shall have no administrative responsibilities when an Administrative Officer is present at the school.
4. While acting as Teacher-in-Charge, the teacher is covered by all terms and conditions of this Agreement.
5. When deemed necessary by the Administrative Officer and after consultation with the Teacher-in-Charge, the Teacher-in-Charge shall be relieved of regular teaching duties and may be provided with an Employee on Call.

7.P. Orientation of New Employees

The Board shall offer an orientation workshop a minimum of once per school year. The V.T.F. will be involved in the planning of each workshop.

7.Q. Professional Autonomy

Employees shall, consistent with effective educational practice, prescribed, authorized curricula and locally developed programs, have individual professional autonomy in determining the methods of instruction, and the planning and presentation of materials in their professional assignments.

ARTICLE 8 - EVALUATION, DISCIPLINE AND DISMISSAL

8.A. Frequency of Evaluation

1. Evaluation pursuant to this Article will occur when:

- (a) An employee requests an evaluation. Not more than ten per cent (10%) of the employees in a school may be evaluated on this basis in the school year unless agreed otherwise by the administrator(s).
- (b) An administrator decides to evaluate the work of an employee.

2. The provisions of Clause 1. above shall not:

- (a) Preclude the Board from conducting evaluations of newly contracted employees.
- (b) Permit a cyclical schedule for the evaluation of employees.
- (c) Permit separate evaluations of an employee in successive school years, unless under the provisions of Clause D. below.
- (d) Permit evaluations for capricious or arbitrary reasons.

8.B. Evaluation Criteria

The following criteria shall apply to the evaluation of employees. It is understood that the evaluator may provide supplementary material to the employee(s) to explain his/her expectations more fully. Such material shall not add new criteria nor contradict those listed in Clauses 1. to 11. below.

1. The employee seeks knowledge of the social, emotional, intellectual, cultural and physical characteristics of the pupils whom he/she teaches with the objective of furthering their educational growth.

2. The employee:

- (a) Plans with definite purposes and clear objectives in mind.
- (b) Communicates these purposes and objectives to the students.
- (c) Establishes appropriate procedures for assessing, recording and reporting pupil performance to parents.

3. With due consideration for individual differences, the employee works to involve students in experiences and activities designed to develop skills and stimulate thought.

4. The employee uses instructional techniques that promote questioning, speculation and originality.

5. The employee works at keeping his/her knowledge current and his/her teaching techniques effective in the subject areas he/she undertakes and agrees to teach.

6. The employee practises classroom management suitable to the growth and development of the pupil.

7. The employee as a member of the staff participates in the development and implementation of the philosophy and practices of the school and works in cooperative ways with colleagues to promote the welfare of pupils.

8. The employee fosters a climate of mutual respect between himself/herself and his/her pupils.

9. The employee:

- (a) Seeks to involve parents in the educational process.
- (b) Gives and obtains information that assists in the development of the pupils.

10. The employee cooperates with colleagues and associated personnel in utilizing existing educational services and resources for the benefit of the pupils.
11. The employee, at appropriate times, reviews with colleagues, students and their parents the practices employed in discharging professional responsibilities.

8.C. Procedure

1. The employee shall receive at least ten (10) days notice that he/she will be evaluated. The employee shall be informed at the time of notice of the evaluation criteria in the Agreement and shall be provided with any supplementary material referred to in Clause B. above. Any disagreement with the relevance of the supplementary material shall be recorded prior to the first formal observation.
2. The evaluation shall be based on the evaluation criteria and shall include a reasonable number of personal observations (minimum of three (3)) which reflect the employee's assignment. The observation period may not commence prior to October 15 and the employee must receive the completed evaluation no later than May 31 of that school year, except in cases where the evaluation period is interrupted by a period of leave. In such cases the evaluation may be carried into the subsequent school year providing no observations take place between May 31 and September 30.
3. All formal reports on the work of an employee shall be in writing and shall be copied to the employee. Only one (1) report shall be written on an employee at any one (1) time. No formal observation shall be made in the first twenty (20) teaching days of an assignment.
4. Prior to the first formal observation, the evaluator shall give, discuss and clarify the evaluation criteria with the employee.
5. Prior to the first formal observation, the evaluator shall give the employee at least one (1) school day's notice.
6. After each formal observation referred to in Clause 2. above:
 - (a) The evaluator shall, within a reasonable number of school days, discuss his/her observations with the employee, including any positive comments and/or areas requiring improvement.
 - (b) The employee shall be provided with a written anecdotal statement of the observer's comments.
 - (c) Constructive suggestions and/or offers of assistance for improvement, as deemed necessary, shall be made in writing to the employee.
7. At the request of the employee or the evaluator, any concerns may be reviewed prior to the next observation as referred to in Clause 2. above.
8. The employee shall be given a draft of the summative report of his/her performance within six (6) teaching months of the date of the first formal observation referred to in Clause 4. above.
9. Within seven (7) days of receipt of the draft report referred to in Clause C.8. above, the employee shall have the right to meet with the evaluator to make comments, suggest changes, or point out alleged errors. The employee may be accompanied by a representative of the appropriate Association or another V.T.F. member of his/her choice. The evaluator may also be accompanied by a representative of his/her choice.
10. The final report shall be filed in the employee's personnel file at the Board office. A copy shall be given to the employee at the time of filing.
11. Within fourteen (14) days of receipt of the final report, the employee shall have the right to submit to the evaluator a written commentary which shall be filed with the report.
12. Nothing in Clauses A., B., C. or D. of this Article shall be defeated solely for a procedural or technical irregularity, unless such irregularity can reasonably be shown to affect the evaluation.

8.D. Procedures When a Report is Less Than Satisfactory

1. Where the summative report concludes that performance is "less than satisfactory" it may contain comments on areas requiring improvement only if those matters have been discussed and mentioned in writing after previous observations. Any positive aspects of the learning situation shall also be included. The employee shall be informed of his/her right to receive advice from the V.T.F.
2. At the request of the employee, the V.T.F. shall have the right to meet with the evaluator and to recommend remedial action for the employee. Individuals used in the colleague-mentor remedial process shall not be called upon by either party as witnesses in any resulting arbitration.
3. Where an employee receives a less than satisfactory report, the employee shall, upon request, be granted unpaid leave of absence of up to one (1) year for the purpose of taking a program of professional or academic instruction. The employee shall return at the beginning of a term. Subsequent evaluation shall begin not less than one (1) month nor more than six (6) months after the employee has returned to his/her duties. The one (1) month shall not apply to the twenty (20) teaching months in Clause E.1. below.
4. In the case of successive less than satisfactory reports, the first two (2) reports shall be prepared according to the provisions of Clauses B. and C. above. The third report shall be prepared in accordance with the following conditions:
 - (a) This report shall be written by the Superintendent, an Associate Superintendent or a Director of Instruction.
 - (b) The criteria in Clause B. above shall apply to this evaluation.
 - (c) The report shall be based on a minimum of three (3) observations.
 - (d) No formal observation shall be made in the first twenty (20) days of an assignment.
 - (e) Prior to the first formal observation, the evaluator shall give the employee at least one (1) school day's notice.
 - (f) The evaluator shall, within a reasonable number of school days after the first and the final formal observations, discuss his/her observations with the employee, including any positive comments and/or areas requiring improvement. This provision shall not preclude the evaluator from discussing any of his/her other formal observations with the employee.
 - (g) The report shall be issued not less than one (1) teaching month nor more than six (6) teaching months following the issuance of the second less than satisfactory report.

8.E. Dismissal for Less Than Satisfactory Performance

1. The Board shall not dismiss an employee except where the Board has received three (3) consecutive reports written by not fewer than two (2) evaluators indicating less than satisfactory performance. The three (3) reports shall be issued in a period of not less than ten (10) teaching months and not more than twenty (20) teaching months exclusive of leaves.
2. Vice-Principals shall not qualify as evaluators for the purpose of this Clause without the consent of the Union. In the absence of such consent, a Vice-Principal serving as an evaluator who has concerns regarding the work of an employee, and believes that a less than satisfactory report might result, shall immediately withdraw from the evaluation process. Where this occurs, the Principal will then evaluate under the provisions of Clause C. above with the exception of required material previously provided. The Principal shall not make reference to observations made by the Vice-Principal.
3. If the Board intends to dismiss an employee pursuant to this Clause it shall notify the employee and the appropriate V.T.F. Co-President of such intention as soon as possible.
4. When the Board dismisses an employee pursuant to this Clause, the employee shall be given thirty (30) days' salary in lieu of notice.
5. Disputes resulting from dismissal shall be subject to the grievance procedure, and may be commenced at the option of the Union at Step Three (Article 12.A.2.(c)) of the grievance procedure.

8.F. Discipline and Dismissal for Reasons Other Than Less Than Satisfactory Performance

1. The Board shall not discipline nor dismiss any employee save and except for just and reasonable cause.
2. Disputes arising out of dismissal or disciplinary action taken by the Board shall be subject to the grievance procedure. Grievances regarding dismissal, or grievances regarding suspension under Clause 6. below, may be referred directly to arbitration as provided in Article 12. With the approval of the Associate Superintendent - Human Resources or designate, the V.T.F. may refer grievances regarding other disciplinary matters directly to Step Three (Article 12.A.2.(c)) of the grievance procedure.
3. Where an employee is under investigation by the Board for cause, the employee and the appropriate V.T.F. Co-President shall be notified of that fact in writing prior to any interview with the employee in relation to the investigation. The notification will include the specific allegations. The employee shall also be advised of his/her right to be accompanied by a V.T.F. representative at any meeting in connection with such an investigation. An initial discussion between the employee and the employee's Administrative Officer/Supervisor shall not be considered part of the investigation and shall not be referred to or admissible in any future hearings.
4. When Board officials are considering discipline or dismissal of an employee, other than a suspension to which Section 15(5) of the School Act applies, there shall be a meeting of appropriate Board officials and the employee, who shall be advised of his/her right to be accompanied by a V.T.F. representative. The employee and the appropriate V.T.F. Co-President shall be given seventy-two (72) hours notice of such meeting.
5. The Board shall not suspend or dismiss any employee, other than a suspension to which Section 15(5) of the School Act applies, unless it has, prior to such action, held a private session meeting of the Board in accordance with the process below:
 - (a) The employee and the appropriate V.T.F. Co-President shall be given seventy-two (72) hours notice of the meeting.
 - (b) The Board shall, concurrent with the notification in Clause (a) above, provide the appropriate V.T.F. Co-President with copies of all documents the Board intends to rely on at the Board meeting.
 - (c) At such meeting the employee shall be accompanied by the representative(s) and/or advocate(s) appointed by the V.T.F. and they shall be entitled to make submissions on the employee's behalf at the meeting.
 - (d) The decision of the Board shall be communicated in writing to the employee and the appropriate V.T.F. Co-President and shall contain a full and complete statement of the grounds for the decision.
 - (e) The V.T.F. may waive the right to such meeting.
6. Suspension Under School Act Section 15(5)
 - (a) Where an employee is suspended under Section 15(5) of the School Act, the provisions of Clause 5. above shall apply. The Board shall provide the employee and the appropriate V.T.F. Co-President with written reasons for the suspension. At that time any documents the Board intends to rely on at the meeting related to the suspension will also be provided to the employee and the V.T.F. The right to such meeting may be waived by the V.T.F.
 - (b) The employee shall be accompanied by a representative(s) of the V.T.F. and/or an advocate appointed by the V.T.F. The employee and the V.T.F. representative(s) and/or advocate shall have the right to make submissions on the employee's behalf at the meeting.
 - (c) The decision of the Board pursuant to Section 15(5) of the School Act will be communicated to the employee and the V.T.F. in writing, and will include reasons if the appeal is denied.
7. The Board and the V.T.F. agree that matters of discipline are confidential and will not be released to the public prior to completion of arbitration.
8. Summer School employees may have grievances arising from disciplinary action proceed directly to arbitration after the meeting referred to in Step Two (Article 12.A.2.(b)) of the grievance procedure.
9. Notwithstanding the provisions of Clauses 5. and 6. above, discipline of Summer School employees shall be pursuant to Clauses 1., 2., 3., 4., 5.(d) and 7. above. No disciplinary action arising from an individual's employment

as a Summer School employee shall affect his/her regular employment with the Board unless the provisions of Clauses 5. and/or 6. above have been followed.

ARTICLE 9 - TEACHER WORKLOAD

~~9.A. Timetabling Considerations~~

~~1. In timetabling teachers' loads, consideration shall be given to each load with regard to equalizing the teachers' total assignments considering such factors as:~~

- ~~(a) The number of course preparations.~~
- ~~(b) The number of subject areas.~~
- ~~(c) The teaching locations.~~
- ~~(d) The number of students.~~
- ~~(e) Other relevant factors.~~

~~2. In timetabling teachers' loads, special consideration shall be given to the load of beginning teachers to provide an assignment which is not excessive for the beginning teacher in terms of the number of course preparations, the number of subject areas, the teaching location and the number of students.~~

~~9.B. Class Size Limits~~

~~IMPORTANT NOTE:~~

~~The following class size language is affected by the 'Memorandum of Agreement — K-3 Primary Class Size'. This Memorandum is attached to this contract at page 146.~~

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

~~—— 1998-1999 —— 1999-2000 —— 2000-2001~~

~~—K— 20 — 20 — 20~~

~~—1— 25 — 23 — 22~~

~~—2— 23 — 22~~

~~—3— 23 — 22~~

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

~~Subject to the provisions of Clause C. below, the class size limits shall be:~~

~~1. An enrolment of fifteen (15) pupils per Junior Kindergarten class per teacher.~~

~~2. An enrolment of twenty (20) pupils in an All-Day Kindergarten class.~~

~~3. An enrolment of twenty (20) pupils per Kindergarten class per teacher. Morning and afternoon Kindergarten classes shall be considered as separate class entities. A multi-year Primary class enrolling Kindergarten pupils shall include all such pupils at only one (1) session during the day.~~

~~4. An enrolment of twenty five (25) pupils in other primary classes. (See table p.85.)~~

~~5. An enrolment of thirty (30) pupils per intermediate/secondary class.~~

~~6. An enrolment of twenty four (24) pupils per Technical Studies class, except for drafting.~~

~~7. The limits to enrolment in regard to teacher workload in an English or Home Economics lab class shall not exceed:~~

- ~~(a) An enrolment of twenty-eight (28) pupils per class, notwithstanding the right of the teacher concerned to accommodate timetabling by accepting averaging of class size provided always that such~~

~~-averaging does not exceed an average of twenty-eight (28) pupils over the classes taught by the teacher concerned and that any one (1) class taught by the teacher does not exceed thirty-one (31) pupils;~~
~~(b) The provisions of Clause 13. below do not apply to such classes.~~

~~8. Multi-grade/year/course classes shall be smaller by at least two (2) pupils than the above stated limits of the grade which has the higher number of pupils. In the event that the number of pupils in each grade is equal, the limits for the lower grade shall apply. (See Appendix D, page 147.)~~

~~9. In English as a Second Language classes the limit shall not exceed twenty (20) pupils to one (1) teacher in any one (1) class. In a secondary school which organizes E.S.L. classes on a "level" system based on language proficiency, a timetabling arrangement which lowers the Level 1 class size through averaging may be used, providing that all the teachers involved agree. No single E.S.L. class shall exceed twenty-one (21) pupils and the average E.S.L. class size in the school shall not exceed twenty (20) pupils.~~

~~10. In E.S.L. Transitional classes and English Language Centres which are operated as classes, the limit shall not exceed twenty-five (25) pupils to one (1) teacher in any one (1) class.~~

~~11. Class sizes above shall be reduced by one (1) student for the first two (2) students with special needs (as identified in Article 9.L.), and by a further one (1) student if, in very exceptional circumstances, a third (3rd) special needs student is added. In a secondary school, the provisions of Clause 13. below shall apply to the inclusion of more than two (2) students with special needs.~~

~~12. In Special Education classes (with referral through V.S.B. Central Screening Committee), the limit shall not exceed fifteen (15) pupils to one (1) teacher in any one (1) class.~~

~~13. A secondary teacher shall have the right to accommodate timetabling by accepting averaging of class size provided always that the total pupil load does not exceed the sum of the stated limits for the classes taught by the teacher, and that any one (1) class does not exceed the stated limit for that class by more than three (3) pupils. Averaging shall not apply to Technical Studies, Special Education or E.S.L. classes (except as permitted in Clause 9. above).~~

~~14. Subject to Clause C. below, after an elementary school has been in session for twenty (20) teaching days the class size limits set out above shall have been met. The limits may be exceeded subsequently, but not by more than two (2) pupils, due to an influx of pupils new to the school.~~

~~15. A teacher of a band, choir, drama or physical education class or classes may opt to exceed the above class size limits.~~

~~9.C. Exceptions to the Workload Limits~~

~~1. A school administrator may, in consultation with the Staff Committee, exceed the class size limits in Clauses B.1. to B. 8. above if there is no reasonable alternative, and providing no one (1) class is exceeded by more than two (2) pupils without the agreement of the teacher(s) concerned, and that a secondary teacher's average class size does not exceed thirty (30) pupils. The school will be staffed in accordance with the limits in Clause B. above exclusive of any special needs teacher allocation.~~

~~2. The above limits may also be exceeded to meet legislated budgetary controls; in no circumstances, however, will a class be exceeded by more than three (3) students.~~

~~9.D. Class Size Grievances~~

~~1. In the event a teacher wishes to grieve that his/her class size(s) exceed the limits in Clauses B. and C. above and a solution cannot be found at the school level, a grievance may be lodged at Step Two (Article 12.A.2.(b)) of the grievance procedure.~~

~~2. In any arbitration convened to consider a class size grievance the arbitrator shall consider the impact of any decision on the quality of education for students in the class and school.~~

~~9.E. Base Staff for Schools~~

~~1. It is recognized by both parties that it is desirable to maintain the existing levels of base staff (non-enrolling professionals such as Teacher-Librarians, Learning Assistance and Skills Development Teachers, District Resource Teachers, Teacher Psychologists, Speech/Language Pathologists, Area Teacher-Counsellors, etc.) for the duration of the Collective Agreement.~~

~~2. If, due to external constraints beyond the control of the Board, lesser levels of base staff are to be introduced, the Board will consult with the Union well in advance of the date the changes will be made and will provide the Union with all financial and related documentation related to the changes.~~

~~3. The Board and the Union will establish a joint committee (two (2) representatives from each party) to review the existing caseload of the non-enrolling professionals and make recommendations to changes (as deemed appropriate) to the Superintendent.~~

~~9.F. Staffing Formula: Non-Enrolling/English as a Second Language Teachers [PC-D.1]~~

~~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 (1998 July 01 to 1999 June 30) \$20 million~~

~~—Year 2 (1999 July 01 to 2000 June 30) \$5 million~~

~~—Year 3 (2000 July 01 to 2001 June 30) \$5 million~~

~~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.~~

~~3. Non-enrolling staffing ratios~~

~~(a) Employee staffing ratios in each category shall not decrease below the number reported in the 1997/98 Ministry form 1530 for this District, as follows:~~

~~—(i) Teacher-Librarians: 1:927.3~~

~~—(ii) Teacher-Counsellors: 1:535~~

~~—(iii) Learning Assistance Teachers: 1:801~~

~~—(iv) Special Education Resource Teachers: 1:232~~

~~—(v) Support for ESL Students: 1:64.7~~

~~(b) Teacher-Librarians~~

~~(i) Effective 1998 July 01, teacher-librarians shall be provided on a minimum pro-rated basis of teacher-librarians to students in the ratio of 1:921.~~

~~(ii) Effective 1999 July 01, teacher-librarians shall be provided on a minimum pro-rated basis of at least one teacher-librarian to seven hundred two (702) students.~~

~~(c) Teacher-Counsellors~~

~~Effective 1998 July 01, teacher-counsellors shall be provided on a minimum pro-rated basis of at least one teacher-counsellor to five hundred thirty-five (535) students.~~

~~(d) Learning Assistance Teachers~~

~~(i) Effective 1998 July 01, learning assistance teachers shall be provided on a minimum pro-rated basis of learning assistance teachers to students in the ratio of 1:619.~~

~~(ii) Effective 2000 July 01, learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to five hundred and four (504) students.~~

~~(e) Special Education Resource Teachers~~

- ~~(i) 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, 1997-September.~~
- ~~(ii) Effective 1998-July 01, special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to two hundred thirty-two (232) students.~~

~~4. Support for ESL Students~~

- ~~(a) 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".~~
- ~~(b) Effective 1998-July 01, teachers specifically assigned to providing instruction to ESL students shall be provided on a minimum pro-rated basis of at least one (1) ESL teacher to sixty-four decimal seven (64.7) identified students. Staffing ratios shall not decrease below the number reflected in the 1997/98 Ministry form 1530 (1:64.7).~~

~~5. Process~~

- ~~(a) By 1998-May 15, 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 Articles 9.F.3. and 9.F.4.~~
- ~~(b) By 1998-May 30, School Districts shall provide to the Ministry in writing, with copies to the Local and B.C.T.F., staffing plans for each school and District for each category outlined in Articles 9.F.3. and 9.F.4. above, that set out how the estimated funding shall be utilized.~~
- ~~(c) In the event the District concludes it will not be able to achieve the required ratios with the estimated funds, or that the implementation of this Article creates other costs which cannot be met with the allocated funds, the District shall, by no later than May 30 of that year submit its staffing plan to the Ministry, with copies to the Local and state therein the reasons why, in the opinion of the District, it is not possible to achieve the ratios which would otherwise apply.~~
- ~~(d) Within ten (10) days of submission of the staffing plan referred to above, a joint committee of no more than three (3) representatives of the District and no more than three (3) representatives of the Local shall meet to address whether it is possible to resolve any outstanding issues in order to achieve the non-enrolling ratios referred to in this Agreement.~~
- ~~(e) Where this process fails, either party, within five (5) working days, may refer the matter to Vince Ready or another mutually acceptable arbitrator for binding decision. Such decision shall be provided within ten (10) days of the referral.~~
- ~~(f) By September 30 in each year of this Agreement, each District shall submit to the Ministry with copies to the Local and the B.C.T.F., the Staffing Formulae Implementation Plan detailing the actual staffing formulae for the categories identified in Clauses 3. and 4. above.~~

~~6. The process set out in Clause 5 above 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.~~

~~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.~~

~~9.G. Referral and Recommendations Regarding Special Students~~

~~1. If after consultation/involvement with school and/or District specialist staff, the teacher determines that there are students in his/her class who significantly affect classroom management, routines or instruction (including students with disruptive hyperactive, or inappropriate social behaviour, with communication or language disorder or with emotionally disturbed tendencies), he/she may refer such students to the School-Based Team for consideration.~~

- ~~2. The School-Based Team, together with the classroom teacher, shall meet to consider the referral.~~
- ~~3. The School-Based Team will make recommendations to the appropriate Associate Superintendent as to how to handle the situation. Such recommendations may include but not be limited to:~~
 - ~~(a) Adjustment to the student's program.~~
 - ~~(b) Further assessment.~~
 - ~~(c) Alternate placement.~~
 - ~~(d) Consideration of alternate teaching strategies.~~
 - ~~(e) Release time for the enrolling teacher and other school-based personnel as may be required to facilitate ongoing assessment and consultation.~~
 - ~~(f) other assistance as agreed to by the enrolling teacher.~~
- ~~4. If additional teacher assistant time is required to carry out the recommendations made in Clause 3. above, the Superintendent or designate shall, within two (2) weeks of receiving the recommendations, inform the School-Based Team of the actions to be taken regarding its recommendations.~~
- ~~5. If the Superintendent, or designate, decides that alternate placement is required, then the School-Based Team shall be informed immediately.~~

~~9.H. Inner City Schools~~

- ~~1. The budget allocation for Inner City Schools for the duration of the Collective Agreement will be maintained at a minimum of the 1992-1993 level.~~
- ~~2. It is recognized by both parties that the staffing needs of Inner City Schools will vary from school to school. At the Union's request, the base staffing of an Inner City School will be reviewed by the Inner City Schools Project Advisory Committee and the Committee may make recommendations to the Superintendent or designate.~~
- ~~3. If secondary schools are designated by the Board as Inner City Schools, the Board will consult with the Union respecting the appropriate base staffing for such schools.~~
- ~~4. If additional funding for Inner City Schools is provided by the Ministry, the Board will consult with the Union through the Inner City Schools Project Advisory Committee before determining the allocation of resources.~~

9.I. Instructional and Preparation Time

1. Instructional time shall be defined as time during the school day for instructional purposes including time spent in the classroom instructing students, homeroom, recess in elementary school, time for students to change classrooms in secondary school, and preparation time.
2. The instructional time for full-time employees shall be twenty-five (25) hours per week for elementary school employees and twenty-seven and one-half (27 1/2) hours per week for secondary school employees. The instructional time shall be pro-rated for part-time employees.
3. In elementary schools, the school day for instructional purposes shall not exceed five (5) hours and thirty (30) minutes, inclusive of fifteen (15) minutes for recess in the forenoon, and the total hours in the school days in any calendar week shall be twenty-five (25) hours. In addition, there shall be a regular lunch intermission. When instructional time is lengthened four (4) days a week in order to provide a shortened instructional time on the fifth (5th) day, the use of the time thus provided shall be at the discretion of the employee concerned.
4. In secondary schools, the school day for instructional purposes shall not exceed six (6) hours, and the total hours in the school days in any calendar week shall not exceed thirty (30) hours. In addition, there shall be a regular lunch intermission.

5. Notwithstanding Clauses 3. and 4. above an employee may choose, with the agreement of the Principal, to teach a class outside the regular school day.
6. Whenever practical, part-time assignments in secondary schools shall be scheduled in consecutive teaching blocks.
7. The instructional time of full-time elementary employees shall include a minimum of eighty (80) minutes per week of non-instructional time, exclusive of recess. Such time shall be pro-rated for part-time employees.
8. Full-time secondary employees shall receive a minimum of one (1) unscheduled block of non-instructional time out of an eight (8) block timetable (twelve and one-half per cent (12.5%) of classroom instructional time). Other equivalent arrangements will be made in semestered schools.
9. In accordance with past practice, one (1) additional block of non-instructional time out of an eight (8) block timetable shall be provided for each F.T.E. employee supervising a Career Preparation Program.
10. An employee will be provided one (1) day of release time in order to plan, prepare and organize if, during the course of the school year he/she is required to move to a new school as a result of school reorganization or other administrative decision. Up to one (1) day may also be granted for emergent situations, such as if a classroom is destroyed or damaged beyond immediate use or repair.

9.J. Supervision

No elementary teacher shall be required to provide noon hour or recess supervision, except on an emergency basis. Secondary teachers shall not be required to provide more than sixty (60) minutes of supervision per month, averaged over the school year.

9.K. Alteration of the Instructional Timetable

For the purpose of providing employees with time for staff planning, staff development, or for reporting to parents, a Principal may, after discussion at a Staff Committee meeting, alter the instructional timetable to permit employees to be relieved of instructional duties by using one (1) or more of the following, with the approval of the Associate Superintendent:

1. An alternative method of staff assignments.
2. An adjustment of the hours of instruction.
3. Any other suitable procedure.

Such approval shall not unreasonably be denied.

~~9.L. Inclusion of Students with Special Needs~~

- ~~1. The purpose of the inclusion of students with special needs into regular classes is to provide a positive educational experience for the students with special needs and the other students.~~
- ~~2. For the purpose of this Article, a "student with special needs" shall be defined as a student identified by Central Screening as requiring modification of school practices or special education services in the following Ministry of Education categories:~~

~~Severe:~~

- ~~-A dependent handicapped~~
- ~~-C moderate intellectual disabilities~~
- ~~-C profound intellectual disabilities~~
- ~~-C autism~~

~~H-severe behaviour disorders~~

~~Less Severe:~~

~~D-physical disability or chronic health~~

~~E-visual impairment~~

~~F-deaf or hard of hearing~~

~~J-severe learning disabilities~~

~~K-mild intellectual disabilities~~

~~3.The route for the Central Screening identification of students referred to in Clause 2. above shall be:~~

~~(a)Referral by a School-Based Team.~~

~~(b)Transfer from another school District where the student was identified as having special needs.~~

~~(c) Assessment of pre-school students or other students new to the District.~~

~~(d)Assessment by the Behaviour Resource Team.~~

~~(e)A recommendation of the Review Panel pursuant to the provisions of Clause 9. below.~~

~~4.No student shall be denied the right to a special education designation because of the number of other students so identified in a class or a school or because there are no immediately available District resources or openings in District programs.~~

~~5.In order to maximize the degree of inclusion, the Director of Instruction or designate(s), in consultation with the Principal, enrolling teacher(s), and, where appropriate, School-Based Resource Teacher, will make a careful assessment of a school environment and of the support services available.~~

~~6.A teacher of any regular class shall not be required to enrol more than one (1) student with special needs identified in categories A (dependent handicapped), C (moderate intellectual disabilities and profound intellectual disabilities), G (autism) and H (severe behaviour disorders). No more than two (2) students with special needs shall be enrolled in any one (1) class, save for very exceptional circumstances, without the agreement of the teacher.~~

~~7.Urgent Intervention Process~~

~~Where, in the opinion of the School-Based Team, in consultation with the enrolling teacher(s), a student is sufficiently disruptive or sufficiently at risk to self or others to require special intervention, the following process will be used:~~

~~(a)The School-Based Team will meet and consider whether the student meets the above qualification. A protocol in this regard will be developed jointly by the Board and the V.T.F.~~

~~(b)The School-Based Team will attempt to resolve the matter at the school level and if the school cannot meet the student's needs, the school administrator will immediately report the situation to the Director of Instruction or designate and the appropriate Associate Superintendent. The Director of Instruction or designate or the appropriate Associate Superintendent shall determine if the Board should supply necessary urgent resources and support services or arrange for alternate placement during the period before the interim plan referred to in Clause (c) below is in place.~~

~~(c)Within five (5) days, the Director of Instruction or designate(s), will meet with the School-Based Team, including others as deemed appropriate, to develop an interim plan for appropriate placement and/or support services. At this meeting a time line for implementation of the interim plan will be developed. The interim plan will include details of the documentation which will be necessary for referral to Central Screening.~~

~~(d)The student will be referred to Central Screening, with required documentation and a recommendation, as soon as possible in order that a designation can be made and appropriate available resources identified.~~

~~(e) The Board will ensure that necessary personnel are available to provide sufficient and timely information to Central Screening.~~

~~8. Regular Response Process~~

~~The Regular Response Process shall be:~~

- ~~(a) Within thirty (30) days of referral by the School-Based Team, Central Screening will review the required documentation and determine a designation and available resources.~~
- ~~(b) In exceptional cases where the provisions of Clause 7. above do not apply, and where the school administrator and the regular class teacher(s) are of the opinion that a student who has not been assessed by Central Screening is a student with special needs as defined in Clause 2. above, the appropriate Associate Superintendent shall meet with the school administrator and the teacher(s) forthwith to ensure that the student is appropriately placed and that essential services are provided until Central Screening has made its assessment.~~

~~9. Should the School-Based Team deny referral to Central Screening, or should Central Screening deny identification as defined in Clause 2. above, an employee may, through the Union, refer the matter to a Review Panel composed of two (2) representatives of the Board and two (2) representatives of the V.T.F. Such referral shall take place within fourteen (14) days of the request for the review. The written report of the Review Panel shall be presented to Central Screening for consideration. Pending the decision of Central Screening, the Board shall ensure that any placement and support already provided shall be continued.~~

~~10. The Board will continue to provide appropriate District behavioural classes.~~

~~11. Conditions which are essential for the inclusion of a student with special needs shall be met prior to the inclusion of the student.~~

~~12. Prior to or as quickly as possible after the inclusion of a student with special needs, including those designated by the Urgent Intervention Process in Clause 7. above, the School-Based Team and the Director of Instruction or designate(s), shall consider factors such as those listed in Clauses (a) to (f) below in order to identify those which will be necessary for the ongoing inclusion of the student:~~

- ~~(a) The development of an Individual Education Plan.~~
- ~~(b) The requirement for, and level of assistance for, medical and physical procedures and any other assistance required.~~
- ~~(c) The provision of transportation, special equipment and facilities, including any modifications that can economically and reasonably be made to ensure physical access to the school and facilities.~~
- ~~(d) The provision of basic safety procedures as required by student needs.~~
- ~~(e) The preparation of students with special needs and regular class students in order to enhance the learning environment for all students.~~
- ~~(f) The provision of appropriate release time and consultation time.~~

~~13. The Individual Education Plan will be developed and the provision of support coordinated consultatively by the regular class teacher, the case manager (if one is designated), the School-Based Team and other professionals as required.~~

~~14. The Board will provide each school administrator with a list of all students which Central Screening has identified as students with special needs who are or will be attending that school. The administrator will share the information with employees who are involved with the students identified. The V.T.F. office and the Staff Representative in each school shall be supplied with data indicating the number of such students, with their designations, included in each class.~~

~~15. A pool of employees on contract with appropriate training and/or experience, whose primary assignment(s) will be related to special education, shall be available for temporary assignments.~~

~~16. The Central Screening process, including consultation with the School-Based Team, will be used to remove the special education designation of a student.~~

~~17. Evaluation~~

- ~~(a) The School-Based Team, in consultation with the regular class teacher(s) and Area or District Learning Services shall monitor the effectiveness of the integration for each student and his/her classmates.~~
- ~~(b) Each placement shall be re-evaluated annually, or more frequently if requested by the employee(s) involved and/or the School-Based Team. The provisions of Clause 12. above shall be considered at each re-evaluation.~~

9.M. Role of Teacher Assistants

1. Teacher assistants shall work under the direction of an employee and/or an Administrative Officer. Employees shall not be responsible for the evaluation of teacher assistants working under their direction. Employees may, however, at their individual discretion, provide input to persons responsible for such evaluation.
2. The role of the teacher assistant is one of assisting employees. Teacher assistants shall not be hired to design, assess or instruct educational programs but may, at the request of and under the direction of the employees to whom they are assigned, perform such duties as determined by the employee.
3. Teacher assistants may provide supervision for short term periods within the instructional day, during the absence of the teacher, such as during School-Based Team meetings.
4. For the purposes of this Clause, the term "teacher assistant" shall mean any person outside the bargaining unit who is hired to, or volunteers to, assist employees.

9.N. School Year

1. The regular work year shall be the standard school calendar prescribed by the School Calendar Regulation under the School Act.
2. In the event that a local school calendar is approved in accordance with the provisions of the School Calendar Regulation and made available by the Board, the local school calendar shall be the regular work year for the employees who are employed in that school.
3. Any dispute regarding the interpretation, application or alleged violation of Clauses 1. and 2. above, or any other Article directly affected by the School Calendar Regulation under the School Act, may be referred to Colin Taylor, Q.C. who shall hear the matter under the expedited arbitration provisions of Article 12.B., Expedited Arbitration.
4. Work beyond the regular work year as defined in Clause 1. above shall be voluntary. An employee who is requested and agrees to summer employment shall be paid at his/her daily rate on scale. Such an employee may, with prior written approval of his/her Principal or supervisor, take up to three (3) of these days as compensatory time at a mutually acceptable time during the school year in lieu of receiving payment.

ARTICLE 10 - LEAVES

Every employee has the obligation to fulfil his/her employment contract unless the Board grants such employee leave of absence. Except in an emergency situation, all requests for leave shall be made in writing to the Human Resources Division of the Board. Leaves shall be available to members of the Union under the following terms:

10.A. Accident

Treated as illness unless the accident is covered by Workers' Compensation, in which case special arrangements are made as in Clause H. below.

10.B. Adoption

1. In the case of adoption or legal guardianship, adoption leave without pay shall be granted and shall commence from the date of arrival of the child in the home. All relevant provisions of Maternity Leave and Parenthood Leave shall apply.
2. Leave may be granted to either parent (or both if both are employees of the Board) for mandatory interviews or travelling time to receive the child, if, in the opinion of the Superintendent of Schools, school time is essential.

10.C. Attendance At Hearings

1. The Board recognizes the right of an employee to attend grievance hearings and/or College of Teachers hearings. The parties agree that whenever possible grievance meetings shall be scheduled outside of instructional time.
2. Where an employee is subpoenaed to attend a College of Teachers hearing it shall be with no deduction from pay. The employee must forward the subpoena to the Associate Superintendent - Human Resources in advance of the hearing.

10.D. Bereavement/Compassionate

1. With no deduction from pay, a maximum of three (3) days, with two (2) additional days for travel or other extraordinary circumstances with the approval of the Associate Superintendent - Human Resources or designate. This applies only in the case of death of a member of the immediate family. ("Immediate family" shall mean husband, wife, common-law spouse [including same sex relationships], child, brother, sister, parent, guardian, parent-in-law, grandparent, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and grandchild.) This definition includes any other relative if resident at time of death in the same household, and any other person with the approval of the Associate Superintendent - Human Resources or designate.
2. When travel arrangements or special circumstances associated with a bereavement leave make it necessary for the employee to be absent for more than five (5) days, or in the case of serious illness of an immediate family member where recovery is in doubt, a written request for extension of leave must be made to the Associate Superintendent - Human Resources, or designate. If the request for such leave is granted, up to an additional five (5) days leave may be available and shall be charged at the pay rate of an Employee on Call. Verbal approval may be sought and received in advance, provided a written confirmation is subsequently forwarded by the employee.

10.E. A Circumstance Beyond the Employee's Control

The pay rate of an Employee on Call, whether or not an Employee on Call is required, for an absence up to a maximum of five (5) days, provided that the Board finds acceptable the explanation given by the employee when requesting or justifying the leave. No reasonable excuse will be denied. In the event of such absence after a maximum five (5) days the total amount of the employee's pay may be deducted.

10.F. Citizenship Court Appearance

Two (2) half-days with no deduction from pay for an employee to attend his/her interview and official granting of citizenship in Citizenship Court.

10.G. Deferred Salary Leave Plan

Employees who participate in the Deferred Salary Leave Plan (D.S.L.P.) shall be granted leave under the terms of the Plan. The Board shall administer the Plan and shall forward contributions to a designated financial institution as provided for in the current Plan. This leave shall be without pay and at no cost to the Board other than general

administrative costs.

10.H. Disabilities Covered by Workers' Compensation

1. Where an employee suffers from a disease or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and he/she is entitled to compensation therefor under the Workers' Compensation Act, he/she shall not be required to use his/her sick leave credits for time lost, during the first twelve (12) months, by reason of any such disability.
2. All monies received by an employee by way of compensation for loss of wages under Clause 1. above shall be paid to the Board. In return, the Board shall pay the employee the full amount of his/her wages to which he/she would have been entitled had the disability not been suffered or incurred.
3. Compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during the period of temporary disability.
4. Monies received by an employee from the W.C.B. in compensation for loss of income from employment with a different employer shall not be paid to the Board. Notwithstanding the employee's right to access his/her accumulated sick leave as provided in Article 6., disabilities arising from employment with another employer will likewise not result in Board payment under Clause 1. above.

10.I. Disabilities Not Covered by Workers' Compensation

Where an employee is paid his/her wages by the Board while he/she is absent from his/her employment by reason of any disability other than one for which he/she would be entitled to receive Workers' Compensation benefits, and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount so recovered to the Board. Upon the Board receiving such amount it shall credit the employee paying the same with the number of days of sick leave proportionate to the amount so recovered.

10.J. Educational

There shall be an Educational Leave Committee which shall consist of two (2) representatives from the V.T.F. and two (2) from the Board, including the Associate Superintendent - Human Resources who shall chair the Committee. The Committee shall develop rules and guidelines governing Educational Leave (to be approved by the Superintendent), adjudicate requests made in writing to the Associate Superintendent - Human Resources and forward to the Board recommendations regarding the granting of such leaves.

The Board shall include in its annual budget a sum of money equal to decimal zero five per cent (.05%) of category 6/M maximum for each F.T.E. employee in the District. Any monies not allocated in a given year shall be carried forward to the subsequent year(s).

1. Educational Leave shall be considered for applicants with a continuing appointment. The general welfare of the school system and the professional competence of the employee are the prime considerations in granting such leave.
2. Educational Leave shall be for the purpose of study or research. During the period of leave, the employee shall not engage in remunerative employment unless otherwise agreed.
3. All applications rejected by the Committee shall be accompanied by a written explanation for the grounds for such rejection. The decision of the Committee shall not be grievable.
4. The Board may grant Educational Leave to continuing employees for the purpose(s) of approved study, research, curriculum development or professional development as follows:

- (a) One (1) school year.

- (b) Less than one (1) school year, but longer than ten (10) school days.
- (c) Ten (10) school days or less, normally for leaves taken at the end of the school year.

5. (a) Pay for leave authorized by the Board pursuant to Clause 4.(a) above shall be for an amount equivalent to sixty per cent (60%) of the employee's annual salary and allowances.

- (b) Pay for leave pursuant to Clause 4.(b) above shall be at the rate of sixty per cent (60%) of the employee's scheduled salary and allowances.
- (c) Pay for leave for ten (10) school days or less may be at the rate of one hundred per cent (100%) of the employee's scheduled salary and allowances.
- (d) The Board and the employee shall continue to make contributions to applicable benefits during the period of the leave.

6. Leave granted pursuant to Clause 4.(a) above shall be subject to the following:

- (a) An employee must have served at least five (5) consecutive school years with the Board immediately preceding date of requested leave.
- (b) No employee shall be granted more than the equivalent of two (2) school years' Educational Leave with pay during his/her service with the Board.
- (c) An employee shall not be eligible for a second school year of leave until seven (7) years have elapsed since the completion of the first school year of leave.
- (d) An employee shall not be entitled to more than one (1) year of leave without pay in conjunction with one (1) year's leave granted pursuant to Clause 4.(a) above.
- (e) The employee must give an undertaking that he/she will remain in the service of the Board for a minimum of three (3) years immediately following return from leave, and in the event of failing to do so, must refund to the Board a pro-rated amount.
- (f) The employee must submit to the Superintendent of Schools satisfactory proof of study or research.
- (g) The school year for which leave with pay is granted shall be counted for salary purposes as a year of experience.

7. Leave granted pursuant to Clause 4.(b) above shall be subject to the following:

- (a) An employee must have served not less than one (1) year with the Board immediately preceding date of requested leave.
- (b) No employee shall be granted more than a total of twenty (20) months' Educational Leave with pay during his/her service with the Board.
- (c) Not more than ten (10) of the twenty (20) months may be taken within the fourth to eighth years of service. Within the next seven (7) years, the employee's total leave granted within this period shall not exceed ten (10) months.
- (d) The employee must give an undertaking that he/she will remain in the service of the Board for a minimum of one (1) school year following the year in which the leave is granted.
- (e) Such leave shall not be granted to any employee who is within three (3) years of age of retirement.
- (f) The period for which leave with pay is granted shall be counted for salary purposes as service with the Board.

8. Application Procedure

- (a) An employee desiring leave pursuant to Clause 4.(a) above shall apply in writing to the Associate Superintendent - Human Resources on or before December 15 for the following September, giving reasons and details regarding the purpose of the leave. All applicants shall be informed of their status by March 01.
- (b) An employee requesting leave pursuant to Clause 4.(b) above shall apply in writing to the Associate Superintendent - Human Resources at least three (3) months prior to the date of commencement of the leave.

(c) An employee desiring leave of up to ten (10) school days shall apply in writing to the Associate Superintendent - Human Resources at least four (4) weeks prior to the date of commencement of the leave.

(d) The Educational Leave Committee shall set application dates, procedures and the criteria for consideration for leaves of one (1) year and cause them to be published in the Superintendent's Bulletin prior to November 15 of each year. For other leaves, the above information will be published at appropriate times throughout the school year as determined by the Committee.

10.K. Educational Ceremonies

One-half (1/2) day with no deduction from pay to receive a degree or a diploma from an educational institution or to be present when a member of the immediate family receives a degree or diploma. If the educational institution is outside the metropolitan area of Vancouver, an additional one-half (1/2) day shall be granted for travel, if required.

10.L. To Engage in Activities Closely Associated with Teaching or Speech/Language Pathology

The pay rate of an Employee on Call, whether or not an Employee on Call is required, provided that the Board authorizes the leave.

10.M. Examinations

One-half (1/2) day with no deduction from pay to undergo or write an examination related to his/her employment or, if required, one (1) full day with the prior approval of the Associate Superintendent - Human Resources.

10.N. Funeral

Up to one (1) day allowed with no deduction from pay.

10.O. Illness

No deduction for the duration of the accumulated sick leave. In each case a doctor's certificate concerning the employee's illness shall be submitted as provided in Article 6.

10.P. Illness of an Immediate Family Member

Up to five (5) days of leave per year with no deduction from pay but with a deduction from the employee's sick leave.

10.Q. International Amateur Competition

Leave approved by the Board for participation as a competitor or as a team official in Olympic, Commonwealth or Pan American competition shall be granted with no deduction from pay for a period not exceeding twenty-two (22) school days, and on the recommendation of the Superintendent of Schools where special circumstances exist, additional time may be granted on a pay basis to be determined by the Board.

The above regulations may be applied to similar competitions in fields other than athletics.

10.R. Jury Duty and Court Appearance

1. The Board recognizes the right of an employee to attend Court for reasons which may be mandatory or personal.

All such leave of absence for such Court attendance is subject to prior notice being given to the Associate Superintendent - Human Resources, in writing, when time permits, or by telephone to be confirmed later in writing if time does not permit.

2. Mandatory attendance if summoned for jury duty or subpoenaed as a witness in a Court action, shall be with no deduction from pay provided that the employee shall produce a statement from an Official of Court of the time taken and the fees (if any) paid to the employee. This Clause does not apply to a witness who is the plaintiff in the action.
3. Attendance at Court arising from an action involving the duties of an employee as an employee of the Board, subject to review and approval of the Board if the employee is a plaintiff in the action, shall be considered leave of absence with no deduction from pay.
4. Leave of absence at the pay rate of an Employee on Call to an employee for a period not exceeding five (5) school days in any one (1) school year shall be granted to an employee who is a party to any Court action subject to the exercise of discretion by the Board if the employee is suspended pursuant to Section 15(5) of the School Act and subject to proof of attendance in Court.
5. An appropriate form for proof of attendance in Court is provided by the Board and is available in every school or at the Human Resources Division of the Board and shall be used by the employee (example attached as Appendix A, page 142).
6. In the event that attendance in Court for any of the above reasons provides fees or damages awarded by the Court, specifically for any loss of salary, they shall be remitted to the Board for the time which the Board has provided either with no deduction from pay or at a deduction of the pay rate of an Employee on Call.
7. All other such leaves of absence for attendance in Court not covered by the provisions of the above shall be charged at the pay rate of an Employee on Call for the first five (5) days and as Personal Leave without pay thereafter.

10.S. Maternity

Maternity Leave shall be defined by the Employment Standards Act with certain improved provisions contained in this section which have been designed to ensure adequate protection for an employee who is pregnant and to make certain that the transfer of the employee's responsibility is made with as little disruption as possible. Personal leave, without pay, may be granted in the case of an employee who wishes to extend the period of her absence prior to the birth of a child or Parenthood Leave may be granted following the birth of a child to provide for a longer period of absence than that provided by the Employment Standards Act.

1. A pregnant employee who applies for Maternity Leave is required to give as much notice as possible but at least four (4) weeks written notice to the Board of the expected delivery of her child. The written notice shall be supported by a certificate from a duly qualified medical practitioner. The employee shall state her intention to apply for Maternity Leave and indicate the date of commencement, which date shall be decided by the employee and her physician. The Associate Superintendent - Human Resources shall confirm her application for Maternity Leave as well as the date of commencement in writing.
2. Where there is supplied a certificate from a duly qualified medical practitioner that a named employee is pregnant and that delivery of the child will probably occur on or about a specified date, the employee may be absent from school at any time or times during the eleven (11) week period immediately preceding that date.
3. The employee who wishes to take leave earlier than the eleven (11) weeks allowed under the Employment Standards Act, Part 6, shall apply under the provisions of Parenthood Leave for a Pre-Natal Leave of Absence. Such application is not bound by Clause B.2. of Adoption Leave and Clause Z.2. of Parenthood Leave Without Pay. Pre-Natal Leave of Absence may be granted at the written request of a pregnant employee as personal leave without pay and shall be in effect until the commencement date of Maternity Leave. Maternity Leave in this case will begin eleven (11) weeks before the expected date of delivery. Written notice is required for such leave and both steps 1. and 2. above must have been completed prior to the application.
4. During Maternity Leave an employee may apply for Parenthood Leave instead of returning to duty within the required time provided that such application is made in writing during the month immediately following the birth of the child. Failure to maintain an employment status under either the Maternity Leave provisions or under the

Parenthood Leave provisions as provided by Clause Z. below shall be regarded by the Board as the termination of employment by that employee.

5. The "maternity leave period" is a total of up to eighteen (18) weeks from the date of commencement of Maternity Leave as set out in Clause 1. above. Return to the service of the Board shall be granted to an employee on a continuing contract or on a temporary contract which has not expired during the maternity leave period. Not later than two (2) weeks prior to the termination of the maternity leave period the employee shall provide written notification of her intention to return to service.
6. If, at the end of eighteen (18) weeks of Maternity Leave, an employee is unable to return on the specified date because of ill health, the regulations set out in Article 6. shall apply as if the employee had returned to her assigned position on the specified date.
7. In the case of an incomplete pregnancy, death of a child, or other special situations, a written application, accompanied by a medical clearance certificate to return to duty earlier than provided in the leave, may be submitted by the employee to the Board.
8. At the expiration of Maternity Leave, the employee shall have the option to return to her previous position, or to a suitable position provided one is available. However, where there are only six (6) weeks or less remaining in a school term the Associate Superintendent - Human Resources, in consultation with the Principal and Associate Superintendent may consider that a change of employee may cause serious disruption. In such cases, the employee may be assigned other duties until the first day of a new term; i.e., in September or in January, or may be granted, at her request and agreement an extension of leave without pay for such remaining period.
9. The employee shall be issued with a record of employment by the Board on the commencement of Maternity Leave so that she may qualify for E.I. benefits.
10. Maternity Leave shall be counted for salary purposes as service with the Board. The Board shall maintain medical, dental and life insurance benefits by paying both shares of the cost during the period of absence continued through the months of July and August if those months are included as part of the leave of absence or fall immediately after it or if the period of authorized leave would otherwise leave a gap in the maintenance of benefits.

10.T. Maternity S.U.B. Plan

1. The Board agrees to enter into the Supplemental Unemployment Benefit (S.U.B.) Plan agreement with the Employment Insurance Commission in respect of maternity payments.
2. Where such an arrangement is approved, and a pregnant employee on contract takes maternity leave pursuant to Clause S. above, the Board shall pay ninety-five per cent (95%) of her current salary for the first two (2) weeks of leave, and where the employee is eligible to receive E.I. maternity benefits, the difference between ninety-five per cent (95%) of her current salary and the amount of E.I. benefits received by the employee for a further fifteen (15) weeks. The above payments shall occur between the Tuesday after Labour Day and the last school day in each school year.

10.U. Ministry of Education, Universities, Other School Districts or College of Teachers Business

1. Maximum of ten (10) days per school year for all purposes. The requesting authority shall reimburse the Board at the pay rate of an Employee on Call.
2. Employees elected to the Council of the College of Teachers shall receive an additional ten (10) days of leave at the pay rate of an Employee on Call.

10.V. Negotiations

1. Leave for Provincial Collective Agreement Negotiations [PC A.7]

- (a) 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 B.C.T.F.
- (b) 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 B.C.T.F. shall reimburse the school Board for the salary costs.
- (c) 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 B.C.T.F. shall reimburse the School Board for the salary costs of any teacher employed to replace a teacher granted leave.
- (d) Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

2. Local Negotiations and/or Mediation

A maximum of six (6) representatives from the Union for each meeting with no deduction from pay; provided that if the Union sends more than six (6) representatives to a meeting the Union shall pay the cost of the additional Employees on Call required.

10.W. Other Reasons

For any other reason the rate of deduction shall be at the daily rate of the employee's annual salary for each day absent as provided by Article 2.D.

10.X. Parental Leave (Short Term)

Leave of three (3) days with no deduction from pay shall be granted to an employee when he/she adopts or assumes legal guardianship of a child or when a child is born to an employee's spouse (including same-sex relationships). Up to fifteen (15) additional days shall be granted with deduction at the pay rate of an Employee on Call whether an Employee on Call is required or not. With the approval of the Associate Superintendent - Human Resources, these fifteen (15) days need not be taken consecutively or immediately following the three (3) day Parental Leave.

10.Y. Parental Leave (Under the Employment Standards Act)

A Parental Leave (inclusive of Adoption Leave) shall be granted upon request as provided for in Part 6 of the Employment Standards Act (Appendix B, page 143).

10.Z. Parenthood Leave - Without Pay

- 1. Parenthood Leave may be requested and may be granted at specific times and under certain conditions should a parent feel it to be necessary to stay at home with a dependent child.
- 2. Both male and female employees shall be eligible for Parenthood Leave. Notice is required, in writing to the Human Resources Division in all cases prior to September 30 for Parenthood Leave to commence January 01 or February 01, or prior to March 31 for Parenthood Leave to commence September 01. An exception to the preceding is the case of a female employee who requests Parenthood Leave as an extension of Maternity Leave as described in Clause S.4. above. Emergency situations beyond the control of the employee may be considered on shorter notice.
- 3. In the event of adoption or legal guardianship, Parenthood Leave shall be available but must be requested and shall be granted on the same terms and conditions as described in Clauses 1. and 2. above.
- 4. Within thirty-six (36) months after the commencement of Parenthood Leave, the employee may request to return to active duty at the beginning of a new term or semester. If the employee does not make such a request within thirty-six (36) months, the employee shall be considered to have resigned. The request for return to service to commence for the terms beginning September 01, January 01 or at the beginning of the second semester must be

received prior to March 31 for the coming school year.

5. The employee shall be guaranteed a return to the same position or a comparable one.

6. Leave will be granted without pay and shall not earn seniority, but shall not constitute a break in service.

10.AA. Personal Leave - Without Pay

1. Short Term

Employees may apply for a leave of up to ten (10) days (at least five (5) days of which must be taken sequentially) during a school year (prorated for part-time employees). Applications shall be made in writing to the Associate Superintendent - Human Resources. Such leave shall be counted for salary purposes as service with the Board. It is understood that, unless unusual circumstances prevail, such leaves will normally not be attached to a school break.

2. Leave for less than one (1) year

- (a) Employees who are working in an elementary or a secondary school which is on a regular yearly program, may apply for leave for a term of four (4) months to December 31 or a term of six (6) months to June 30.
- (b) Employees who are working in a school operating on a semester basis, may apply for leave of one (1) semester.
- (c) Application shall be made in writing at least two (2) teaching months prior to the commencement of the leave unless such notice is waived by the Associate Superintendent – Human Resources or designate.
- (d) Employees granted leave under the provisions of Clause (a) above shall have the right to return to his/her previous assignment or, subject to the provisions of Article 7.D., if the previous assignment does not exist, to a similar assignment at the same worksite.

3. Leave of One (1) Year or Longer

- (a) Employees may apply for leave of one (1), two (2) or three (3) years duration.
- (b) Application for leave must be made in writing by March 31 prior to the year leave is to commence unless such notice is waived by the Associate Superintendent - Human Resources or designate.
- (c) Intent to return to work for the terms beginning September 01, January 01 or at the beginning of the second semester must be made in writing by March 31 for the coming school year. Failure to do so shall mean the employee has resigned.

4. Leave pursuant to Clauses 2. and 3. above shall be subject to the following provisions:

- (a) To be eligible for either leave the employee must have worked for the Board for at least three (3) consecutive years and be on continuing contract.
- (b) The employee may make arrangements with the Payroll Department for continuation of the following benefits: medical, extended health, dental and life insurance. The employee will pay both shares of the premium unless another arrangement has been agreed to by the parties.
- (c) Leave will be granted without pay and shall not earn seniority but shall not constitute a break in service.
- (d) Leave will be granted providing a qualified replacement is available. The Board shall not unreasonably deny leaves under the provisions of this Clause.

10.BB. Public Office

1. When an employee is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, he/she shall, upon request, be given leave of absence, without pay, during the election campaign.

2. Should the employee be elected as a Member of Parliament or Member of the Legislative Assembly, he/she shall be granted a long-term leave of absence without pay.
3. Employees elected or appointed to municipal or regional District offices or public Boards shall be granted leave of absence without pay to attend meetings or conferences or to perform other functions of the office. If such absences become disruptive to the learning situation, the Board may, after consultation with the employee, require that alternative arrangements be made.

10.CC. Religious Holidays

The pay rate of an Employee on Call for each day absent whether or not an Employee on Call is required.

10.DD. Secondment

Leave of absence due to approved secondment for any reason shall guarantee the employee a return to the same or comparable position and priority shall be given for placement.

10.EE. Teachers' Association Duties

The Board will grant leave of absence to employees elected as President or Vice-President(s) of V.E.S.T.A., President or Vice-President(s) of V.S.T.A., or President or Vice-President of the B.C.T.F., on the following conditions:

1. An application for leave must be made in writing to the Superintendent of Schools by May 31 of the school year prior to the school year for which the leave is being requested.
2. The Board will continue to pay the employee while on leave, and make all deductions from his/her salary. The Association to which the employee belongs will be billed monthly by the Board and will reimburse the Board monthly for the Board's cost of salary, allowance and fringe benefits.
3. The period of leave will be counted for salary purposes as experience by this Board.
4. Sick leave shall continue to be earned by the employee on leave for the period of leave and accumulated sick leave may be used during the period of leave on the basis provided in Article 6. of this Agreement.
5. In the event of illness the President or Vice-President(s) of V.E.S.T.A. or V.S.T.A. shall be granted sick leave. The Vice-President of the Association concerned or a delegated person shall be granted leave of absence to replace him/her when such replacement is deemed to be necessary by the Association. The Association concerned shall pay the costs of an Employee on Call, for the period of such replacement, to the Board.
6. The employee concerned shall be guaranteed his/her choice between returning to the same position or accepting a comparable position and shall be given priority for placement.

10.FF. Travel by Exchange Employees

A maximum of ten (10) days in the school year with no deduction from pay. (It is preferred that this leave be taken as an extension of the Christmas and/or Spring vacation.)

10.GG. V.T.F., V.E.S.T.A., V.S.T.A., B.C.T.F., C.T.F., or Education International (formerly W.C.O.T.P.) Business

A maximum of twenty (20) days total per school year for any individual. Further leaves may be approved at the discretion of the Board. The Board will be reimbursed at the pay rate of an Employee on Call.

ARTICLE 11 - COMMITTEES

11.A. Committee Membership [PC A.5]

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the Local.
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.
3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Clauses 1. and 2. above, in order to attend meetings that occur during normal instructional hours. Teacher on Call (Employee on Call) costs shall be borne by the employer.
4. When a Teacher on Call (Employee on Call) is appointed to a committee referred to in Clauses 1. or 2. above, and the committee meets during normal instructional hours, the Teacher on Call (Employee on Call) shall be paid pursuant to the provisions in each District respecting Teacher on Call (Employee on Call) pay and benefits. A Teacher on Call (Employee 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 (Employee on Call) shall receive a full day's pay.

11.B. Committee Representation

1. The V.T.F. shall be entitled to two (2) representatives on Committees I, II, III, IV, and V. It is understood this refers to public sessions only and that voting and the establishment of the agenda are reserved to trustees on the committees. The V.T.F. representatives will have the right to request that items be placed on the agenda and to comment and/or provide the Union's opinion on the matters under consideration. All public session material will be delivered to the V.T.F. when it is issued.
2. The V.T.F. shall be entitled to two (2) representatives on Representational Committees as determined by the Board, with the exception of "umbrella" committees, on which the Union shall be entitled to four (4) representatives. Employee representatives on the above committees shall be appointed solely by the V.T.F. Any official minutes kept of such meetings shall be distributed to the V.T.F. representatives.

11.C. Teachers' Personnel And Staffing Advisory Committee

There shall be established, at the District level, a Committee which shall deal with personnel and staffing items of concern to either the Board or the Vancouver Teachers' Federation.

1. Composition

- (a) The Associate Superintendent - Human Resources and three (3) others named by the Board.
- (b) Four (4) representatives of the Vancouver Teachers' Federation.

2. Function

The Committee shall deal with personnel and staffing items of concern to either the Board or the V.T.F. It shall have authority, by majority agreement, to bring recommendations to the Board through Committee IV.

3. Meetings

- (a) Meetings shall be held on a mutually agreed day, once a month during the school year (except by mutual agreement).
- (b) The meetings shall be chaired for five (5) months by a V.T.F. representative and for five (5) months by a V.S.B. representative. The person who is not chairing shall serve as recorder.
- (c) The agenda shall be established by the chairperson in consultation with a representative of the

Board/V.T.F., and shall be distributed in advance of the meeting date.

(d) The minutes shall be recorded and distributed to the Committee members.

11.D. Staff Committee

There shall be established in each school, at the beginning of each school year, a Staff Committee. Such Committee shall operate without derogating from the duties and authority vested in the Principal/Vice-Principal pursuant to the School Act and School Act Regulations, Labour Relations Code and/or, subject to the provisions of the Collective Agreement, the policies of the Board.

1. Composition

(a) Principal, and/or Vice-Principal II and/or Vice-Principal I.

(b) A maximum of twenty (20) employees selected by the staff, or, at the discretion of the staff, the entire staff.

(c) The V.T.F. Representative on staff.

(d) Members of the committee shall reflect the diversity of the staff.

(e) The Chairperson, who shall be an employee, shall be selected on an annual basis by the employees on the Committee. (f) The Secretary, who shall be an employee, shall be selected on an annual basis by the Committee to record the business of the Committee.

2. Function

The Committee shall have the right to provide advice to the Principal/Vice-Principal(s), and to consider the following matters in relation to the operation of the school:

(a) Employees' assignments, including the following considerations:

(i) Adequate physical requirements.

~~(ii) Suitable class size.~~

(iii) Suitable instructional assignment.

(iv) An adequate supply of learning materials.

~~(v) An adequate auxiliary staff.~~

(vi) Time to plan, to organize and to work with individual students, with colleagues, and with parents.

(vii) Student evaluation (reporting on student progress).

(b) To assess the teaching and learning conditions within the school and to make recommendations to the Principal for improvement in the total teaching/learning situation.

(c) To study and make recommendations on school regulations and routines to the Principal.

(d) To conduct studies on school philosophy.

(e) To participate in the planning and scheduling of professional and staff development activities.

(f) To contribute to school curricula planning and evaluation.

(g) To be involved with the timetabling and organization of the school.

(h) To consult and be involved in school staffing and to conduct studies of the utilization of staff, including auxiliary staff, and to make recommendations to the Principal.

(i) To explore any other matters of concern to the members of the school staff.

(j) In order to assist with the above, to establish any or all of the following committees:

(i) Interviewing Committee.

(ii) Professional Development Committee.

(iii) Timetable and Staffing Committee.

(iv) Finance Committee.

It is understood that the school administrator(s) is an ex-officio member(s) and may attend any meeting of such committees. It is also agreed that other committees may be established with the agreement of the Principal.

3. Meetings

- (a) Except by mutual agreement, meetings shall be held once a month throughout the school year.
- (b) An agenda shall be established jointly by the Staff Committee Chairperson and the Principal/Vice-Principal and published at least one (1) day prior to the meeting by the Staff Committee Chairperson.
- (c) Minutes shall be recorded by a member of the Staff Committee and made available to all employees within three (3) days of the meeting.
- (d) If the school administrator(s) does not follow the advice of the Staff Committee, reasons, which shall be recorded in the minutes, shall be provided verbally to the Committee.

11.E. Staff Meeting Attendance

Part-time employees shall not be required to attend staff meetings which are not contiguous with their instructional assignments.

11.F. Accreditation

The accreditation process shall occur only in those elementary schools where a two-thirds (2/3) majority of the school staff wishes to undertake the accreditation or in which accreditation is specifically mandated by the Ministry of Education.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.A. Grievance Procedure [PC A.6]

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.

2. Steps in Grievance Procedure

(a) Step One

- (i) 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.
- (ii) 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.

(b) Step Two

- (i) 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 Clause 2.(a)(i) above, 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.
- (ii) The grievance shall be presented in writing giving the general nature of the grievance.

(c) Step Three

- (i) If the grievance is not resolved within ten (10) working days of the referral to Step Two in

Clause 2.(b)(i) above, 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.

(ii) If the grievance involves a Provincial Matters issue, in every case a copy of the letter shall be sent to B.C.P.S.E.A. and the B.C.T.F.

(d) Omitting Steps

- (i) Nothing in this Collective Agreement shall prevent the parties from mutually agreeing to refer a grievance to a higher step in the grievance procedure.
- (ii) Grievances of general application may be referred by the Local, B.C.T.F., the employer or B.C.P.S.E.A. directly to Step Three of the grievance procedure.

(e) Referral to Arbitration: Local Matters

- (i) If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Clause 2.(c) above, the Local or the employer where applicable may refer a "local matters grievance," as defined in Appendix 2 and Addendums (See L.O.U. page 139), to arbitration within a further fifteen (15) working days.
- (ii) 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.

(f) Referral to Arbitration: Provincial Matters

- (i) If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Clause 2.(c) above, the B.C.T.F. or B.C.P.S.E.A. where applicable may refer a "provincial matters grievance," as defined in Appendix 1 and Addendums, to arbitration within a further fifteen (15) working days.
- (ii) 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.
- (iii) Review Meeting:

- Either the B.C.T.F. or B.C.P.S.E.A. may request in writing a meeting to review the issues in a provincial matters grievance that has been referred to arbitration.
- 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 Clauses 2.(f)(i) and 2.(f)(ii) above.
- Each party shall determine who shall attend the meeting on its behalf.

(g) Arbitration (Conduct of)

- (i) All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
- (ii) 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.
- (iii) All discussions and correspondence during the grievance procedure or arising from Clause 2.(f)(iii) above 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.
- (iv) Authority of the arbitrator

- 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.
- The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
- The provisions of this Article do not override the provisions of the B.C. Labour Relations Code.

(v) The decision of the arbitrator shall be final and binding.

(vi) Each party shall pay one-half of the fees and expenses of the arbitrator.

(h) General

(i) After a grievance has been initiated, neither the employer's nor B.C.P.S.E.A.'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 B.C.T.F.

(ii) The time limits in this grievance procedure may be altered by mutual written consent of the parties.

(iii) If the Local or the B.C.T.F. does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.

(iv) 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.

(v) 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 (Employee on Call) is required, such costs shall be borne by the employer.

12.B. Expedited Arbitration

1. Individual grievances under Article 7.A. (Posting and Filling Vacancies), Article 7.C. (Board-Initiated Transfers), Article 7.D. (Transfer Because of Surplus Staffing), ~~Article 9.B. (Class Size Limits), and Article 9.L. (Inclusion of Students with Special Needs)~~ may be referred to expedited arbitration by the party initiating the grievance.

2. By mutual agreement, any other grievance may be referred to expedited arbitration.

3. The party initiating the grievance will write to the other party and explain the basis of the grievance, including the Agreement article allegedly violated.

4. Prior to referral to arbitration, the parties shall meet and attempt to resolve the matter in dispute. This meeting will occur within seven (7) days from the initiation of the grievance. If the meeting does not occur within the stated time line, the grieving party shall have the option of proceeding directly to arbitration.

5. The parties will attempt to agree on a Statement of Facts prior to the arbitration hearing.

6. Legal representation shall not be used at hearings under the expedited arbitration process.

7. A single arbitrator shall be selected from the following list:

Bruce Greyell

Judi Korbin

Heather Laing

Colin Taylor, Q.C.

Unless the parties agree otherwise, the arbitrator shall be selected by rotation. Nothing shall prevent the parties from mutually agreeing to an arbitrator who is not included on the list.

8. The arbitrator shall hear the grievance within fourteen (14) days of the grievance being referred to expedited arbitration, and shall render a decision within a further seven (7) days. If these time lines cannot be met by the selected arbitrator, the next arbitrator from the list who can meet the time lines shall be selected.

9. The decision of the arbitrator shall be final and binding. No written reasons shall be provided beyond those which the arbitrator deems appropriate to convey the decision. Expedited arbitration decisions shall be of no precedential value and shall not hereafter be referred to by the parties in respect of any other matter.

10. All mutual costs of the arbitration shall be shared equally between the parties. Each party will bear its own costs.

ARTICLE 13 - TECHNOLOGICAL CHANGE

13.A. Definition

For the purpose of this Agreement the term "technological change" shall mean the introduction of machinery or equipment different in nature, type or quantity from that previously utilized, or a change in the manner in which the Board carries out its business resulting from the introduction of such machinery or equipment, that would create a layoff or transfer of continuing employees. "Transfer" shall mean reassignment to a different school.

13.B. Notification

When the Board intends to introduce a technological change as defined herein, it will notify the Union in writing, a minimum of ninety (90) days prior to its introduction.

13.C. Information

The notice of intent to introduce a technological change shall contain:

1. The nature of the change.
2. The date on which the Board intends to effect the change.
3. The approximate number, type and location of employees likely to be affected.
4. At the Board's discretion, any other effects on employees and their working conditions.

The Board shall update this information as new developments arise and modifications are made.

13.D. Discussions

The parties will meet within thirty (30) days of the above notice in an attempt to resolve any problems associated with displacement of employees. Such discussions may include:

1. The provision of training or retraining to one (1) or more employees.
2. The transfer or reassignment of employees to other assignments.
3. The possible effects the change may have on employee health and safety as available through the Workers' Compensation Board of B.C.
4. The entering into of letters of agreement protecting employees.

If no agreement is reached on the introduction of the technological change, the Board will institute the change, subject to any affected employee's right to subsequently grieve. It is understood no present continuing employee will be laid off nor involuntarily receive a reduction in the percentage contract solely due to the introduction of technological change. This protection is contingent on the acceptance of any training offered.

ARTICLE 14 - LAYOFF, SEVERANCE, AND RECALL

14.A. Layoff

Where the Board finds it necessary to terminate the appointment of an employee declared surplus to the needs of the District, such termination shall be in accordance with the provisions of this Article. Such terminations shall be effective at the end of the school term in which the notice of termination is given.

14.B. Principle of Security

1. The Board and the Union agree in principle that seniority of service in the employment of the Board entitles employees to a commensurate increase in security of employment.
2. This Article applies to all employees on continuing contract as provided under the School Act including those on authorized leaves of absence and those otherwise specified.
3. Employees who have been assigned as Principals, Vice-Principals, District Principals or appointed as officials of the Board, who are reassigned to positions covered by this Agreement shall be placed on the seniority list in accordance with the provisions of this Article and Section 21 of the School Act.

14.C. Definition of Seniority

1. In this Article seniority means an employee's aggregate length of service in the employment of the Board, including part-time service, under temporary appointment, and service on a continuing contract. For the purposes of calculating length of service, part-time service shall be reduced to its full-time equivalent (F.T.E.).
2. (a) When the aggregate seniority of two (2) or more employees is equal pursuant to Clause 1. above, the employee who has the greater/greatest aggregate service as an Employee on Call with the Vancouver School Board prior to a temporary or continuing appointment shall be deemed to have the greater/greatest seniority.
 - (b) When the seniority of two (2) or more employees is equal pursuant to Clause (a) above, the employee with the earlier/earliest V.S.B. written offer of employment that was accepted shall be deemed to have the greater/greatest seniority.
 - (c) When the seniority of two (2) or more employees is equal pursuant to Clause (b) above, the employee with the greater/greatest aggregate service with other school authorities recognized for salary experience purposes in this Agreement with the Board shall be deemed to have the greater/greatest seniority.
 - (d) When the seniority of two (2) or more employees is equal pursuant to Clause (c) above, the employee selected by lot shall be deemed to have the greater/greatest seniority.
3. For the purpose of this Article the following leaves of absence as defined in this Agreement shall count toward length of service with the Board:
 - (a) Medical (health).
 - (b) Maternity.
 - (c) Secondment.
 - (d) Exchange.
 - (e) V.T.F./V.E.S.T.A./V.S.T.A./B.C.T.F./C.T.F./Education International (formerly W.C.O.T.P.) Duties.
 - (f) Educational.
 - (g) Study Leave (which qualified for an increment).
 - (h) Jury Duty.
 - (i) Elected Public Office.
 - (j) Extended Personal Leave (if related to study).

4. Any leave granted by the Board shall not constitute a break in service.

14.D. Definition of Qualifications

1. In this Article necessary qualifications in respect of a position means the possession of a valid and subsisting teaching certificate of qualification issued by the B.C. College of Teachers or eligibility for membership in C.A.S.L.P.A. and one (1) or more of the following:

- (a) A university teaching major, or its equivalent, directly related to the position, or
- (b) At least one (1) full-time equivalent year of successful teaching experience in the position or in a similar position, or
- (c) A reasonable expectation based on a employee's skills, abilities, professional development and overall experience that the employee will be able to perform the duties of the position (such duties to be determined by the Board) in a successful manner.

2. Those Board officials responsible for employee assignment will determine whether an employee has the necessary qualifications for a particular position subject to the right of the employee to grieve the decision pursuant to Article 12.

14.E. Security of Employment Based on Seniority and Qualifications

1. If the Board is required to effect a reduction in the total number of employees employed by the Board, the employees to be retained on the staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications as defined in Clause D. above for the positions available.

2. The Board shall give each employee whose contract it intends to terminate pursuant to this Article a minimum of 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 layoff. The employee may consult with an official of the Board at which time the list of positions available or to be held by employees with less seniority shall be discussed with the employee. The Board shall concurrently forward a copy of all notices of termination to the appropriate V.T.F. Co-President.

3. The reorganization made necessary by transfer or reassignments which may arise from the implementation of Clauses 1. and 2. above may necessitate the transfer of employees.

4. The principles of layoff as established in this Article will apply to Speech/Language Pathologists within the Speech/Language Pathologists group, as specified in the Agreement. In addition, those Speech/Language Pathologists with teaching certificates will have the option, once designated for layoff, to replace the teacher with the least seniority in a job for which they are qualified. Conversely, teachers designated for layoff who are qualified as Speech/Language Pathologists will have the right to replace the Speech/Language Pathologists with the least seniority.

14.F. Employees' Right of Recall

1. An employee's right to recall under this Article is lost if:

- (a) The employee elects to receive severance pay under Clause J. below.
- (b) The employee refuses to accept two (2) positions, for which the employee possesses the necessary qualifications, offered in writing by the Board, or
- (c) Twenty-eight (28) months elapse from the date of termination and the employee has not been re-engaged.

2. When a position on the staff of the District becomes available, the Board shall send out a descriptive notice of

each vacancy to all employees on the recall list. The person who is selected to fill each vacancy shall be the employee who applies who has the greater/greatest seniority, and who possesses the necessary qualifications. If the employee who is offered the position declines the offer, the position shall be offered to the employee who has the next greatest seniority, the necessary qualifications and who has applied. All positions shall be filled in this manner while there are employees remaining who have a right to recall pursuant to this Article.

3. An employee who is offered recall shall inform the Board whether or not the offer is accepted within three (3) working days of the receipt of such offer.

4. The Board shall allow thirty (30) calendar days from an acceptance of an offer for the employee to commence his/her duties. The Board and the employee may agree to extend this time limit. The Board may employ an employee on a temporary contract or an Employee on Call in the position until the employee accepting the position is available.

5. Upon recall an employee shall be entitled to a continuing appointment. However, while an employee is on the recall list, the Board may offer a temporary assignment pursuant to Clause 6. below.

6. (a) Upon acceptance of a temporary assignment, an employee shall retain his/her former continuing appointment recall status even though the interim assignment may be for a specified term and/or for an amount of employment different from the continuing appointment recall status. Such an interim assignment does not jeopardize the employee's right to all of the recall provisions contained in this Article.

(b) Time accumulated on such assignments will be calculated as part of the employee's service in accordance with Article 14.C.1.

(c) When employees on the recall list apply for posted assignments which begin September 01 or January 01, seniority will be calculated respectively as of June 30 or December 31. When employees on the recall list apply for mid-year postings (assignments that begin on dates other than September 01 or January 01), seniority will be calculated as of the closing date of the postings.

7. No employee shall be hired or retained in employment while there is an employee with greater seniority on the recall list who has the necessary qualifications for that position and who applies.

8. An employee on the recall list is responsible for keeping the office of the Superintendent of Schools informed of changes of name, address, telephone number and qualifications. For purposes of this Article, an offer sent to the last known address by registered mail and returned as undeliverable will constitute a refusal under Clause 1.(b). above.

14.G. Employee Seniority Lists

1. The Board shall provide the Union with two (2) copies of a printout by seniority of the September payroll as well as a seniority list by November 30 of each year which shall be a list of all employees of the Board, setting out the length of District seniority, as defined in Clause C.1. above as it was on September 01 of that year.

2. The Board shall forward to the Union a recall list by seniority not fewer than two (2) times each school term.

3. All deletions, additions or other changes as they occur shall be communicated in writing to the Union by providing a copy of all relevant correspondence pertaining to members of the Union.

14.H. Sick Leave

An employee recalled pursuant to the provisions of Clause F. above shall be entitled to all sick leave credit which had been accumulated at the date of termination.

14.I. Benefits

1. The employees' benefits (medical care, extended health care, dental care and life insurance) shall continue for the

period of prepayment or for two (2) months immediately following the termination of employment, whichever is greater.

2. An employee who retains a right of recall pursuant to Clause F. above shall be entitled, if otherwise eligible, to maintain participation in the benefits listed in Clause 1. above (or to those provided to employees on continuing contract) by making payment to the Board, monthly in advance, of the full cost of such benefits.

14.J. Severance Pay

1. An employee on continuing appointment whose contract is terminated or an employee on temporary contract for more than one (1) year, whose contract is not renewed, except an employee whose contract is terminated or who is dismissed pursuant to Sections 110 or 15(5) of the School Act, may elect to receive severance pay at any time up to the end of the recall period as defined in Clause F. above.
2. Severance pay shall be calculated at the rate of five per cent (5%) of one (1) year's salary for each year of continuous service, F.T.E., rounded to the nearest month, to a maximum of one (1) year's salary. Salary on which severance pay is calculated shall be based on the employee's full-time scale salary at the time of the employee's notice of termination or, in the case of temporary employees, at the expiration of two (2) or more successive contracts.
3. An employee who receives severance pay pursuant to this Clause and who is subsequently rehired by the Board, shall retain any severance payment. In such a case, for purposes only of Clause 2. above, the calculation of years of service shall thereafter commence with the date of such rehiring. Accumulated sick leave credits shall be reinstated as in Clause H. above.

14.K. Appeal Procedure

Where a difference arises between the parties relating to the interpretation and application of the provisions of this Article, all such matters shall be adjudicated through the grievance procedure as set forth in Article 12.

ARTICLE 15 - PROFESSIONAL DEVELOPMENT

15.A. Professional Development Fund

The Board's funding for professional and staff development activities will be established at an annual amount of decimal two two per cent (0.22%) of salary category 6/M maximum per F.T.E. employee contracted as of September 01 of each year.

15.B. Joint Conference Funds

1. The Joint Conference Funds shall be maintained by the Board and the Associations.
2. Contributions shall be based on a funding ratio of two to one (2:1), with the Board contributing two dollars (\$2.00) for each one dollar (\$1.00) contributed by the Associations.
3. The Board and the Association(s) shall mutually agree on any increase in contributions.

15.C. District Professional Development Committee

1. The Board and the V.T.F. shall establish and maintain a District Professional Development Committee composed of four (4) representatives of the V.T.F. and four (4) representatives of the Board, including the Director of Instruction.
2. The Committee will determine its own functions and terms of reference.

ARTICLE 16 - EDUCATIONAL AND CURRICULUM CHANGE

16.A. Educational and Curriculum Change Advisory Committee

1. An on-going Educational and Curriculum Change Advisory Committee shall be established to advise the Board on educational and/or curriculum change in the District.
2. The Committee shall be composed of four (4) representatives chosen by the Board and four (4) representatives chosen by the V.T.F. and shall be chaired by the Director of Instruction.
3. The Committee shall be responsible for making recommendations to the Superintendent related to program and curriculum change issues, such as the following:
 - (a) Time for implementation, collaboration, assessment and evaluation.
 - (b) Appropriate and adequate in-service and retraining.
 - (c) Program support materials.
 - (d) Space, facilities and equipment.
 - (e) Pilot testing of new programs.

ARTICLE 17 - HEALTH AND SAFETY

17.A. District Health and Safety Committee

1. A District Health and Safety Committee shall be established in accordance with the provisions of the Occupational Health and Safety Regulation of the Workers' Compensation Act. The Committee shall be comprised of representatives of the V.T.F., the Board and other employee groups. The V.T.F. shall have four (4) representatives.
2. The purpose of the Committee will be to fulfil those functions mandated by the Occupational Health and Safety Regulation, and to provide recommendations to the Board (or a committee of the Board) to assist in maintaining a safe and healthful work environment, as follows:
 - (a) To monitor accidents and injuries.
 - (b) To investigate complaints of unsafe or unhealthy conditions that have been reported and investigated, but not resolved at the school level.
 - (c) To determine that regular inspections have been carried out.
 - (d) To recommend measures required to attain compliance with the Workers' Compensation Act and Regulations.
 - (e) To consider recommendations from the Union(s) and recommend implementation where warranted.
3. When an employee member of the District Health and Safety Committee is required to perform a function of this Committee during the school day, the Board shall provide the employee with release time necessary to perform this function.
4. The District Health and Safety Committee shall ensure that each worksite has a minimum of three (3) current copies of the Occupational Health and Safety Regulation of the Workers' Compensation Act and three (3) copies of the Workplace Hazardous Materials Information System (WHMIS) Information Kits.
5. The Board shall ensure that the Workplace Hazardous Materials Information System (WHMIS) is fully implemented

in all worksites in the District.

6. The Board shall provide an education program to ensure that employees engaging in the use of hazardous materials understand the WHMIS labels and the Material Safety Data Sheets (MSDS), and are fully instructed in precautionary measures concerning specific materials.

17.B. Worksite Health and Safety Committees

- 1. Health and Safety Committees will be established in each school, annex or worksite as required by the Workers' Compensation Act and Regulations. Where such committees are not so required, health and safety matters will be handled by the Staff Committees.
- 2. Where an employee member of the Health and Safety Committee referred to in Clause 1. above is required to perform any inspection(s) during the school day, the Board shall provide the employee with the necessary release time to perform this function.

17.C. Safety of Working Conditions

- 1. Where an employee believes that a work condition may be unsafe, he/she shall report such condition to the Principal/Supervisor. The matter shall be resolved at the local level whenever possible.
- 2. An employee shall, in accordance with Regulation 3.24 of the Occupational Health and Safety Regulation, have the right to refuse work if that person has reasonable cause to believe that there exists an undue hazard to his/her health or safety. Where such cause exists, he/she shall not be disciplined for refusal to work. He/she shall report the condition immediately and refer the matter to his/her Principal/Supervisor and will participate, in accordance with Regulation 3.24 of the Occupational Health and Safety Regulation, in the investigation of the matter.

IN WITNESS WHEREOF the common seal of the parties was hereunto affixed in the presence of their respective duly authorized officers on the day and year first above written.
SIGNED, SEALED and DELIVERED by
The Board of School Trustees of School
District No. 39 (Vancouver) in the presence of:

Chairperson

Secretary-Treasurer

SIGNED, SEALED and DELIVERED BY
Vancouver Teachers' Federation in the presence of:
Date

LOCAL LETTERS OF UNDERSTANDING

1989 January 16
LETTER OF UNDERSTANDING
Mrs. S. Pither, Co-President
Mr. D. Briard, Co-President

Vancouver Teachers' Federation
#206-1836 West 5th Avenue
Vancouver, B.C.
V6J 1P3

Dear Sir/Madam:

Re: Role of V.T.F., V.E.S.T.A. and V.S.T.A. in Administration of Collective Agreement

This will confirm the parties' understanding regarding the role of the V.T.F., V.E.S.T.A. and V.S.T.A. in the administration of the Collective Agreement.

It is agreed the Collective Agreement is between the Vancouver School Board and the Vancouver Teachers' Federation, and "the parties" shall have that meaning when used in this Agreement.

Notwithstanding the above, the Board agrees to recognize V.E.S.T.A. and V.S.T.A. ("the Associations") in the administration of day-to-day Board business. In administration of the Collective Agreement we will also make every effort to deal with the appropriate Association where an issue is identifiable as applying to one Association or the other. However, the V.T.F. shall have the right to inform the Board where both Associations are appropriate.

Where "the V.T.F." or "the union" is used in this Agreement, it shall be understood to include V.E.S.T.A. and/or V.S.T.A., as appropriate. However, it should be clear that in the negotiation, administration and dispute resolution of this Agreement the legal relationship is between the V.T.F. and the Vancouver School Board.

Yours truly,

V.K. Bowser
Director of Employee Relations

1991 February 07
LETTER OF UNDERSTANDING
Mrs. S. Pither, Co-President
Mr. D. Briard, Co-President
Vancouver Teachers' Federation
2915 Commercial Drive
Vancouver, B.C.
V5N 4C8

Dear Sir/Madam:

Re: Accumulation of Experience for Employees on Call

This will confirm our agreement regarding the accumulation of days for Employees on Call experience credit. For the purposes of credit, the Clause will commence 1990 September 01, and will not be retroactive. Further, employees who attain one hundred and eighty (180) aggregate days during the three (3) year period will not have their movement to the next step prepaid in accordance with Article 2.L.1. When such employees move to a contracted position, they may at that time receive a prepaid step in accordance with Article 2.L.1. if, during the contract, they would attain a higher step in accordance with Article 2.F.16.

Yours truly,

V.K. Bowser
Director of Employee Relations

1993 January 31
LETTER OF UNDERSTANDING
~~Mr. A. Crawford, Co-President~~
~~Mrs. E. Smith, Co-President~~
~~Vancouver Teachers' Federation~~
~~2915 Commercial Drive~~
~~Vancouver, B.C.~~
~~V5N 4C8~~

~~Dear Sir/Madam:~~

~~**Re: Provision of Specialized Services in Students' First Language**~~

~~The Board recognizes the importance of providing E.S.L. students with counselling, psychological and speech/language pathology services in their first language.~~

~~To that end, when such positions are filled, the Board will endeavour to recruit appropriately certificated Counsellors, School Psychologists and Speech/Language Pathologists in order to provide such service in as wide a range of languages as possible.~~

~~Sincerely,~~

~~V.K. Bowser~~

~~Director of Employee Relations~~

1993 June 24

LETTER OF UNDERSTANDING

Mr. A. Crawford, Co-President

Ms. E. Smith, Co-President

Vancouver Teachers' Federation

2915 Commercial Drive

Vancouver, B.C.

V5N 4C8

Dear Sir/Madam:

Re: Recycling Programs and FAX Machines

Subject to the following, the Board will introduce a recycling program at each school/worksite. Each Staff Committee will vote on its introduction, with the understanding that the Board will fund, but the staff will implement and carry out the program.

Each school and annex without a FAX machine will be provided a FAX machine by the Board by the end of the life of this Collective Agreement.

Other associated costs such as any line/billing charges, will be borne out of school funds.

Yours truly,

Vaughan Bowser

Director of Employee Relations

1996 May 14

LETTER OF UNDERSTANDING

Ms Heather Frazer, Co-President

Mr. Rich West, Co-President

Vancouver Teachers' Federation

2915 Commercial Drive

Vancouver, B.C.

V5N 4C8

Dear Sir/Madam:

Re: Other Teaching Positions

The following teaching assignments are included in the teachers' bargaining unit as agreed in Article 1:

District Integrative Support Teacher

District Resource Teacher for the Gifted

Itinerant Teacher for the Hearing Impaired

Work Experience Counsellor

Native Indian Education Specialist

Computers in Special Education Project Manager
Computer Support Teacher
Computer Education Specialist
Special Services Resource Team Leader
Project Teams Coordinator, Oakridge
Curriculum Development Specialist
Home Instruction Teacher
Staff Development Specialist
Career Preparation Coordinator
District Resource Teacher - Behaviour
District Resource Teacher - Integration
District Resource Teacher - Vision

It is understood that this letter does not prohibit the Board from deleting from or adding to the list during the life of the contract. The Board agrees to give the V.T.F. fourteen (14) days notice of any changes to the list.

Yours truly,

V.K. Bowser,

Director of Employee Relations

1995 May 31

LETTER OF UNDERSTANDING

DESIGNATION OF LOCAL AND PROVINCIAL MATTERS [PC LOU #1]

(Designation of Local and Provincial Matters in "Appendix 1" and "Appendix 2")

NOTE:

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 any of the following:

The Vancouver Elementary School Teachers' Association

The Vancouver Secondary Teachers' Association

The British Columbia Teachers' Federation

The Vancouver School Board or The British Columbia Public School Employers' Association

1997 March 14

LETTER OF UNDERSTANDING [PC LOU #2]

Between

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

and

BRITISH COLUMBIA TEACHERS' FEDERATION

Concerning

Implementation of Article 7.K. [PC Article E.2]

(Harassment / Sexual Harassment)

The parties hereby agree to the following terms and conditions with regard to the implementation of Article 7.K. [P.C. Article E.2] (Harassment/Sexual Harassment) of the Collective Agreement:

1. When a complainant approaches an Administrative Officer and alleges harassment by another B.C.T.F. member, the following shall apply:

(a) Step One of the Resolution Process in Article 7.K.3. 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 B.C.T.F. 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 7.K.3.(a) 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 (Article 7.K.3.(b)) 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

Alice McQuade Sherida Harris
B.C.T.F. President B.C.P.S.E.A.

APPENDIX A - ATTENDANCE IN COURT

- This form is required in respect of any attendance in Court before the Board of School Trustees of School District No. 39 (Vancouver) can give consideration to payment of salary or wages, in whole or in part, to any employee for time spent so attending.
- 1.Name of Employee
(S.I.N.)
 - 2. Name of Court attended
 - 3. Dates attended
 - 4. Hours attended
 - 5. Was attendance mandatory?
 - 6. If so, by what authority (summoned, etc.)?
 - 7. If no, why was attendance necessary?
 - 8. Reason for attendance (e.g., jury duty)
 - 9. Amount of fees received, less expenses
 - 10. Is attendance now concluded?

Court Officer Signature
completing this
form. Position

Space for Court Stamp

DATE:

APPENDIX B - EMPLOYMENT STANDARDS ACT (updated to 1998 October 01)

Part 6 Leaves and Jury Duty

Section 50 Pregnancy leave

50 (1) A pregnant employee who requests leave under this section is entitled to up to 18 consecutive weeks of unpaid leave

- (a) beginning no earlier than 11 weeks before the expected birth date, and
- (b) ending no earlier than 6 weeks after the actual birth date unless the employee requests a shorter period.

(2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

(3) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).

(4) A request for leave must

- (a) be given in writing to the employer,
- (b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
- (c) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).

(5) A request for a shorter period under subsection (1) (b) must

- (a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and
- (b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

Section 51 Parental leave

51 (1) An employee who requests parental leave under this section is entitled to up to 12 consecutive weeks of unpaid leave beginning,

- (a) for a birth mother, immediately after the end of the leave taken under section 50 unless the employer and employee agree otherwise,
- (b) for a birth father, after the child's birth and within 52 weeks after that event, and
- (c) for an adopting parent, within 52 weeks after the child is placed with the parent.

(2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to 5 additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).

(3) A request for leave must

- (a) be given in writing to the employer,
- (b) if the request is for leave under subsection (1) (a) or (b), be given to the employer at least 4 weeks

- before the employee proposes to begin leave, and
- (c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

(4) An employee's combined entitlement to leave under section 50 and this section is limited to 32 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

APPENDIX C - EARLY RETIREMENT INCENTIVE PLAN

1994 MAY 5

Based on the salary upon retirement, excluding allowances, (the minimum salary to be PB(5), step 10, the maximum salary to be 6M, step 10), minus PB(5), step 3, and to be adjusted by the following:

Age	Percentage
55	100
56	90
57	80
58	70
59	60
60	50
61	40
62	30
63	20
64	20

Part-time employees will have their salaries, for the purpose of payout, adjusted based on their average percentage over the last 5 years.

Employees must be on a continuing appointment, retiring with a pension, have a minimum of ten (10) years FTE service with the Vancouver School Board, and be at the maximum of their scale. The employee must have been in active service for the previous four (4) years, during which there may be a maximum of one year of leave.

Employees must be a minimum of age 55 and maximum age 64 during the school year in which they retire.

Employees must apply prior to May 31, and retire effective June 30.

It is agreed that the above plan will become effective for all employees covered by this collective agreement who retire effective 1994 June 30 or later.

The parties agree to recommend acceptance by their respective principals.

Vaughn Bowser M. Ellen Smith
Heather J. Frazer

~~APPENDIX D -- K -- 3 Primary Class Size [PC Appendix B]~~

~~Memorandum of Agreement~~

~~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 2001 June 30.~~

~~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 1998 September 30, as follows:~~

- ~~—Kindergarten—20~~
- ~~—Grade 1—25~~
- ~~—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 1999 September 30, 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 2000 September 30, 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 (1998 July 01 to 1999 June 30) \$5 million~~
~~Year 2 (1999 July 01 to 2000 June 30) \$20 million~~
~~Year 3 (2000 July 01 to 2001 June 30) \$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 1998 May 15, 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 1998 May 30, 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 utilised 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 B.C.T.F. Within ten (10) days of the submission of the report referred to above, a joint committee of no more than three (3) representatives of the District and no more than three (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 five (5) working days, may refer the matter to Vince Ready or another mutually acceptable arbitrator for binding decision. Such decision shall be provided within ten (10) days of the referral.~~

~~(d) By 1998 June 15, 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 twenty-eight (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 twenty-one (21) days after the conclusion of the hearing.~~

~~(f) In the event that additional enrolment 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 — Russ Pratt

Elsie McMurphy — Tony Penikett

Kit Krieger — Don Avison

On Behalf of the B.C. — On Behalf of Government

Teachers' Federation

/jr/gs

utfe/iwa-1-3567

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1993 April 01

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1994 February 08

- Agreement re provision of TOCs for enrolling teachers, non-enrolling teachers and district based non-enrolling teachers

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1995 April 19

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1999 July 16

- Teachers who are on a 1.00 FTE contract with the Board accumulate 1.5 days of sick leave per month
- If they are working part time and on a paid, part time health leave to a total of 1.0 they also accumulate 1.5 days per month

Board Initiated Transfers

1999 September 30

- Procedures are laid out for what will happen when the Board initiates a transfer prior to February 15
- The individual remedy for the member involved is detailed

Board Initiated Transfers

2000 January 21

- Settlement of grievance at Begbie

Kindergarten

2000 February 08

- K/1 classes can have kindergarten students in only one half of the day
- Students are counted as if they were there all day for the purpose of determining class size
- All day kindergarten students cannot be included in classes with students from any other grade

Students with Special Needs Designations of M or N

2000 February 08

- We lost this arbitration
- Inclusion of students with M or N designations will not result in the reduction of class size

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