

1998 – 2001
COLLECTIVE AGREEMENT
PROVINCIAL AND LOCAL CONSOLIDATION
WORKING DOCUMENT

- Between -

Board of School Trustees of School District No. 33
(Chilliwack)/

British Columbia Public School Employers' Association

- and -

**Chilliwack Teachers' Association/
British Columbia Teachers' Federation**

Effective July 1, 1998- June 30, 2001

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

TABLE OF CONTENTS
LOCAL COLLECTIVE AGREEMENT
1998 - 2001

Section A: Relationship	Page
Preamble	2
Article A.1 Term, Continuation and Renegotiation.....	2
Article A.2 Recognition of the Union.....	3
Article A.3 Membership Requirement.....	4
Article A.4 Local and BCTF Dues Deduction.....	4
Article A.5 Committee Membership.....	5
Article A.6 Grievance Procedure.....	5
Article A.7 Leave for Provincial Contract Negotiations	8
Article A.8 President's Release.....	9
Article A.9 Release Time for CTA Business	9
Article A.10 Leave for Contract Negotiation and Administration (Local)	10
Article A.11 School Staff Reps	10
Article A.12 Access to and Use of School Facilities	11
Article A.13 Bulletin Boards.....	11
Article A.14 Internal Mail	11
Article A.15 School Staff Committees	11
Article A.16 Access to Information	11
Article A.17 Picket Line Protection	12
Article A.18 Copies of Agreement	12
Article A.19 Staff Orientation.....	12
Article A.20 Expedited Arbitration.....	12
Article A.21 Section 112.....	13
Article A.22 Exclusions	13
Article A.23 Teacher Assistants	14
Article A.24 No Contracting Out.....	14
Article A.25 Employee Donations.....	14
Section B: Salary and Economic Benefits	
Article B.1 Payment of Salary	15
Article B.2 Teacher On Call Pay and Benefits.....	15
Article B.3 Adult Educators	16
Article B.4 UIC Rebate.....	16
Article B.5 Registered Retirement Savings Plan	17
Article B.6 Category 6/PA	18
Article B.7 Category 5 + 30 Credits.....	18
Article B.8 Placement on Scale by Certification.....	18
Article B.9 Reclassification of Certification	18
Article B.10 Teaching Experience Credit.....	19
Article B.11 Increment Entitlement.....	20
Article B.12 No Reduction	20
Article B.13 Teacher in Charge	20
Article B.14 Part-time Teachers	21
Article B.15 Speech Pathologists and Early Intervention Workers.....	21

Article B.16	Other Instructional Rates	21
Article B.17	Part Month Payments and Deductions	21
Article B.18	Pay Periods	22
Article B.19	Payment Beyond School Year	23
Article B.20	Allowances	23
Article B.21	Elementary Teachers with B.Ed. (Elementary).....	23
Article B.22	Extra Courses	24
Article B.23	Benefits	24
Article B.24	Vandalism.....	25
Article B.25	Teachers' Property Loss or Damage.....	26
Article B.26	Travel	26
Article B.27	First Aid Certificate Training Payment.....	26
Article B.28	Survivor Benefits.....	27
Article B.29	Retirement Bonus	27

Section C: Employment Rights

Article C.1	Resignation.....	28
Article C.2	Employment Contracts.....	28
Article C.3	Dismissal and Discipline for Misconduct	28
Article C.4	Procedures Where dismissal Based on Performance	29
Article C.5	Part-time Teachers' Employment Rights	30
Article C.6	Teacher On Call Hiring Practices	30
Article C.7	Layoff, Severance, Recall	31

Section D: Working Conditions

Article D.1	Class Size and Class Composition	36
Article D.2	Class Composition	37
Article D.3	Specialist Personnel	37
Article D.4	Staffing Formula	37
Article D.5	Regular Work Year for Teachers	40
Article D.6	Hours of Work.....	41
Article D.7	Duty Free Noon Intermission	42
Article D.8	Supervision Duties (Other).....	42
Article D.9	Extra Curricular Activities	42
Article D.10	Availability of Teachers On Call	43
Article D.11	Staff Meetings.....	43
Article D.12	Technological Change	43
Article D.13	Health and Safety	44
Article D.14	Health and Safety Committee	45
Article D.15	Space and Facilities.....	45
Article D.16	Teacher On Call Working Conditions	45
Article D.17	Association Involvement in Board Budget Process	45
Article D.18	Beginning Teachers.....	46
Article D.19	Home Education	46
Article D.20	Mainstreaming/Integration	46
Article D.21	Parent Conferences.....	48
Article D.22	Teacher Reports on Students	48

Section E:	Personnel Practices	Page
Article E.1	Non-Sexist Environment	49
Article E.2	Harassment/Sexual Harassment	49
Article E.3	Posting and Filling Vacant Positions	53
Article E.4	Transfer and Assignment.....	55
Article E.5	Evaluation of Teaching	56
Article E.6	No Discrimination.....	58
Article E.7	Personnel Files	58
Article E.8	Falsely Accused Employee Assistance.....	59
Article E.9	School Act Appeals.....	60
Section F:	Professional Development	
Article F.1	Professional Development Funding and Control	61
Article F.2	Non-Instructional Days.....	62
Article F.3	Curriculum Implementation	62
Article F.4	Accreditation/School Assessment	63
Article F.5	Professional Autonomy	63
Section G:	Leaves	
Article G.1	Sick Leave	64
Article G.2	Maternity Leave	65
Article G.3	Parenthood Leave	67
Article G.4	Birth or Adoption Leave	67
Article G.5	Court Appearances.....	67
Article G.6	Education Leave	67
Article G.7	Bereavement Leave.....	68
Article G.8	Emergency Leave for Family Illness	68
Article G.9	Discretionary Leave	68
Article G.10	Public or civic Duty Leave.....	68
Article G.11	Extensive Leave of Absence.....	69
Article G.12	Workers' Compensation Board Benefits.....	70
Article G.13	Deferred Salary Plan.....	70
APPENDICES		
A	Basic Salary Scale – July 1, 1998 to March 30, 2000.....	72
B	Evaluation Criteria	73
C.	Letter of Understanding – Specialist Personnel.....	76

SECTION A - RELATIONSHIP

PREAMBLE

1. Both parties declare that the primary purpose is to provide the highest quality education and the best possible educational opportunities to all students in School District No. 33 (Chilliwack). Both parties believe that a positive harmonious relationship and settled conditions between them will facilitate the realization of this purpose. To that end the Board and the CTA agree to work cooperatively within this Agreement to ensure fair treatment through consistent application of personnel practices, due process and consultation. Both parties will endeavour to recognize their responsibilities and obligations to each other.
2. This Agreement is made pursuant to and governed by the School Act and the Labour Relations Code. In the event of conflict between this Agreement and those acts and regulations, the legislation shall apply.

ARTICLE A.1: TERM, CONTINUATION AND RENEGOTIATION (P.C.A.1)

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 1998 to June 30, 2001. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they shall commence collective bargaining in good faith with the object of renewal or revision of the 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 June 30, 2001, the terms of this Collective Agreement are deemed to remain in effect until that date on which a new agreement is concluded.
3. Subject to A.1.4 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 PELRA 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.
 - a. Changes in those local matters agreed to by a local union and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to paragraph (b) below.
 - b. A local union and the employer must agree to the manner and timing of implementation of the change in a local matter.
 - c.
 - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters. (See Letter of Understanding No.1)
 - ii. The parties may agree to another designation which is consistent with PELRA.
7. In this Collective Agreement the term “Previous Collective Agreement” means the terms and conditions of employment established by the “Transitional Collective Agreement” between the B.C. Public School Employers’ Association (BCPSEA) and the British Columbia Teachers’ Federation (BCTF) for the period June 17, 1996 to June 30, 1998, as such terms and conditions apply at June 30, 1998.
8. (Previous Local Agreement) In the event that an amendment to any statute or regulation renders any part of this Agreement null and void, the remainder of the terms of the Agreement shall continue in effect. The parties further agree to meet to negotiate a mutually acceptable alternative provision to that which was rendered null and void. If the parties cannot agree within three (3) months of first meeting -- this time is to be amended only with mutual agreement -- and over three (3) months remains in the term of this Agreement, then the problem will be referred to arbitration in Article A.6.

ARTICLE A.2: RECOGNITION OF THE UNION (P.C.A.2)

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which BCTF is established as the bargaining agent pursuant to PELRA and subject to the provisions of this Collective Agreement.
2. Pursuant to PELRA, the Chilliwack School Board recognizes Chilliwack Teachers’ Association (C.T.A.) as the teachers’ union for the negotiation in Chilliwack of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in the district subject to PELRA and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of PELRA.

ARTICLE A.3: MEMBERSHIP REQUIREMENT (P.C.A.3)

1. All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the Chilliwack Teachers' Association.
2. (Previous Local Agreement) The Board shall require all new employees covered by this Agreement to execute, at the time of hiring, the membership and assignment of fees form. The CTA agrees to supply the appropriate forms. Completed forms shall be forwarded to the CTA no later than fifteen (15) calendar days following the date of hiring.

ARTICLE A.4: LOCAL AND BCTF DUES DEDUCTION (P.C.A.4)

1. The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the Local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the Local respectively. The employer further agrees to deduct levies of the BCTF or of the Local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.
2. At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the Local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.
3. The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
4. The form and timing of the remittance of Local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the Local and the employer.
5. The employer shall provide to the BCTF and the Local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.
6. (Previous Local Agreement) Fees and dues will be forwarded separately to the appropriate organization no later than the fifteen (15th) day of the month following the one in which the deduction was made.

ARTICLE A.5: COMMITTEE MEMBERSHIP (P.C.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 Clause 1 and 2 above, in order to attend meetings that occur during normal instructional hours. Teacher on Call costs shall be borne by the employer.
4. When a Teacher on Call is appointed to a committee referred to in Clause 1 or 2 above, and the committee meets during normal instructional hours, the Teacher on Call shall be paid pursuant to the provisions in each district respecting Teacher on Call Pay and Benefits. A teacher on Call attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day", the Teacher on Call shall receive a full day's pay.

ARTICLE A.6: GRIEVANCE PROCEDURE (P.C.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.

Steps in Grievance Procedure

2. Step One

- a. 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.
- b. 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.

3. Step Two

- a. If the grievance is not resolved at Step One of the grievance procedure within ten

(10) working days of the date of the request made for a meeting referred to in paragraph (2a) the grievance may be referred to Step Two of the grievance procedure by letter, through the president or designate of the Local to the superintendent or designate. The superintendent or designate shall forthwith meet with the president or designate of the Local, and attempt to resolve the grievance.

- b. The grievance shall be presented in writing giving the general nature of the grievance.

4. **Step Three**

- a. If the grievance is not resolved within ten (10) working days of the referral to Step Two in paragraph (3a) the Local may, within a further ten (10) working days, by letter to the superintendent or official designated by the district, refer the grievance to Step Three of the grievance procedure. Two representatives of the Local and two representatives of the employer shall meet within ten (10) working days and attempt to resolve the grievance.

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

- i. the number of representatives of each party at Step Three shall be three; and/or
 - ii. at least one of the employer representatives shall be a trustee.
- b. If the grievance involves a Provincial Matters issue, in every case a copy of the letter shall be sent to BCPSEA and the BCTF.

5. **Omitting Steps**

- a. Nothing in this Collective Agreement shall prevent the parties from mutually agreeing to refer a grievance to a higher step in the grievance procedure.
- b. Grievances of general application may be referred by the Local, BCTF, the employer or BCPSEA directly to Step Three of the grievance procedure.

6. **Referral to Arbitration: Local Matters**

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in paragraph (4), the Local or the employer where applicable may refer a "local matters grievance", as defined in Appendix 2 and Addendums, to arbitration within a further fifteen (15) working days.
- b. 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.

7. Referral to Arbitration: Provincial Matters

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in paragraph (4), the BCTF or BCPSEA where applicable may refer a “provincial matters grievance,” as defined in Appendix 1 and Addendums, to arbitration within a further fifteen (15) working days.
- b. 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.
- c. Review Meeting:
 - i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a provincial matters grievance that has been referred to arbitration.
 - ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in 7.a and 7.b of this article.
 - iii. Each party shall determine who shall attend the meeting on its behalf.

8. Arbitration (Conduct of)

- a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
- b. 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.
- c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.
- d. Authority of the Arbitrator:
 - i. 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.

- ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
 - iii. The provisions of this article do not override the provisions of the BC Labour Relations Code.
- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

9. General

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the Local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.
- c. If the Local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.
- d. 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.
- e. Any employee whose attendance is required at any grievance meeting pursuant to this Article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher on call is required, such costs shall be borne by the employer.

ARTICLE A.7: LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS (P.C.A.7)

- 1. The school board shall grant a leave of absence without pay to an employee designated by the Provincial union for the purpose of preparing for, participating in or conducting negotiations as a member of the Provincial bargaining team of the BCTF.
- 2. To facilitate the administration of this Clause, when leave without pay is granted, the school board shall maintain salary and benefits for the employee and the BCTF shall

reimburse the school board for the salary costs.

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

ARTICLE A.8: PRESIDENT'S RELEASE

1. The Board shall release the President or Acting President of the CTA from teaching duties for up to one hundred percent (100%) of his/her time.
2. The CTA shall advise the Superintendent on or before May 31st the name of the President for the following year and the percentage of time to be released.
3. The Board shall continue to pay the President his/her salary and to provide benefits as specified in this Agreement. The CTA shall reimburse the Board for such salary and benefit costs within fifteen (15) days of receipt of a monthly statement.
4. For purposes of pension, experience, sick leave and seniority, the President shall be deemed to be in the employ of the Board. The President shall inform the Board of the number of days or partial days, if any, that he/she was absent from presidential duties due to illness. Such days or part days shall be deducted from the President's accumulated sick leave credits.
5. The teacher returning to teaching duties from a term or terms as President shall be assigned to the position held prior to the release, however his/her assignment may not be identical to his/her previous assignment.

ARTICLE A.9: RELEASE TIME FOR CTA BUSINESS

1. **CTA Business**
 - (a) An employee covered by this Agreement shall be entitled to release time from instructional duties to carry out CTA, BCTF or College of Teachers' business.
 - (b) Such release time from duties shall be granted without loss of pay subject to the Board being reimbursed for the cost of the Teacher On Call.
 - (c) Teachers requesting such leave shall when possible provide the Superintendent with five (5) days notice of the intended absence.
 - (d) An employee covered by this Agreement who is a member of the Executive Committee, Representative Assembly, a committee or task force of either the BCTF, the CTA, the College of Teachers or appointed an official representative or delegate of the CTA or BCTF, or who is a CTA staff representative, shall be entitled to release time to a maximum of fifteen (15) days per school year, to carry out the duties involved. Additional days shall not unreasonably be denied.
 - (e) The number of teachers to be released on any single day shall be determined by the Superintendent or his designate in consultation with the CTA. The number of teachers to

be released shall be governed by the availability and suitability of Teachers On Call.

2. Secondment Leave

- (a) Leave for secondment to educational organizations such as the B.C. College of Teachers, BCTF and the Ministry of Education shall be granted for a term mutually agreed upon with the Superintendent. Such leave shall not be unreasonably denied.
- (b) Conditions of secondment shall be consistent with Article G.11 Extensive Leave with the exception that the leave period shall be credited for experience and seniority, and wherever possible the employee shall be assigned to a position comparable to that previously held.

ARTICLE A.10: LEAVE FOR CONTRACT NEGOTIATION AND ADMINISTRATION (LOCAL)

- 1. Release time without loss of pay shall be provided for the CTA Bargaining Committee (up to a maximum of five members) for the purpose of meeting with the Board Negotiating Committee. The CTA and the Board agree to the principle that one-half of the negotiating sessions shall be outside instructional hours.
- 2. Where an employee is reasonably required to attend proceedings in connection with the interpretation or application of this Agreement, the Board shall grant leave without loss of pay.
- 3. Such leave for negotiations, grievance or arbitration procedures shall be in addition to any other CTA Business Leave in Article A.9.
- 4. Wherever practicable grievance and arbitration proceedings shall be conducted outside of school hours.

ARTICLE A.11: SCHOOL STAFF REPS

- 1. The CTA school staff representative, or designate, shall have the right:
 - (a) Upon the request of the teacher in question and notification to the CTA and Administrative Officer, to be relieved of instructional duties with no loss of pay to be present at meetings between an Administrative Officer and a teacher. A teacher's right to be accompanied in a meeting shall not be unreasonably denied.
 - (b) To be relieved of instructional duties with no loss of pay to participate in a grievance or arbitration procedure. Wherever possible, such activities will be conducted outside of teaching duty hours.
- 2. The Board recognizes the right of the CTA school staff representative, or designate, to convene meetings of the school teaching staff to conduct CTA business at such times so as not to disrupt normal school operations.
- 3. The CTA shall inform the Superintendent of the staff representative elected in each school.

ARTICLE A.12: ACCESS TO AND USE OF SCHOOL FACILITIES

The CTA shall have the right to have access to and to make reasonable use of school facilities and equipment. Arrangements for use shall be in accordance with procedures in place for use of the facility or equipment required.

ARTICLE A.13: BULLETIN BOARDS

The CTA shall have the right to post notice of activities and CTA concerns on staff room bulletin boards in each school.

ARTICLE A.14: INTERNAL MAIL

The CTA may make reasonable use of inter-school mail service.

ARTICLE A.15: SCHOOL STAFF COMMITTEES

1. The Board and the CTA encourage each school to develop committees to foster communication and collegiality among teachers and Administrative Officers through discussion of issues relevant to the teaching staff.
2. Each school has the right to establish a recognized staff committee.
3. Staff committee size, quorum and membership shall be determined by the staff.
4. Proposals made by school staff committees shall be considered by the school administration.
5. Should the school administration choose not to implement a proposal of the staff committee, the school administration will, when requested, advise the staff committee of the reasons. The administration's response is not subject to the grievance/arbitration process.

ARTICLE A.16: ACCESS TO INFORMATION

Upon request, the CTA shall be provided with information concerning the operation and management of the School District subject to the approval of the Superintendent and/or Secretary-Treasurer. Such requests shall not be unreasonably denied. Such information may include, but not be limited to:

- (a) Public financial information
- (b) Teacher employment data
- (c) Notification of job postings, transfers, hirings and suspensions
- (d) Public Board meeting agendas and minutes

- (e) Information that may be used in negotiations and processing grievances.

ARTICLE A.17: PICKET LINE PROTECTION

1. All employees covered under this Agreement have the right to refuse to work behind or cross a picket line as defined by the Labour Relations Code.
2. Failure to cross such a picket line shall not be considered a violation of this Agreement nor shall it be cause for disciplinary action by the Board.
3. Any employee failing to report to work under this Article shall be considered to be absent without pay.
4. The Board agrees that it shall not require teachers to perform duties or work normally performed by employees engaged in a legal strike or lockout or require teachers to direct pupils to carry out such duties.
5. During a lockout or strike, teachers shall not be required to work with persons not covered by this Collective Agreement, other than management, who attempt to perform any of the duties which would normally be performed by employees on strike or locked out.

ARTICLE A.18: COPIES OF AGREEMENT

The Board shall provide every CTA member with a copy of the complete Collective Agreement. The physical format of the Agreement shall be determined by the Board.

ARTICLE A.19: STAFF ORIENTATION

1. The CTA and Board recognize the value of providing teachers new to the school district an opportunity to become knowledgeable about district procedures and expectations. The responsibility for an orientation program rests with the Board. Attendance at orientation shall be voluntary.
2. The Board will, if requested, provide the CTA with reasonable time to provide information related to the CTA during an orientation program.

ARTICLE A.20: EXPEDITED ARBITRATION

1. Any grievance that has exhausted the Grievance procedure and has not been referred to arbitration may be referred to expedited arbitration by the party originating the grievance.
2. All grievances except the following may be referred by the party originating the grievance to expedited arbitration:
 - (a) dismissals,
 - (b) suspensions in excess of 20 days,

- (c) policy or general grievances.

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

3. A single arbitrator shall be selected from the list below. Unless the parties agree otherwise and subject to 4 below, the arbitrator shall be selected on a rotational basis. Nothing shall prevent the parties from mutually agreeing to an arbitrator that is not included on the list.
4. Within 20 teaching days of the grievance being referred to expedited arbitration, the arbitrator shall hear the grievance and shall render a decision within five days. If no arbitrator from the list is available within 20 teaching days, the first available arbitrator from the list shall be selected.
5. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision. Expedited arbitration decisions shall be of no precedential value and shall not thereafter be referred to by the parties in respect to any other matter.
6. The parties shall share equally the costs of fees and expenses of the arbitrator.
7. The list of arbitrators to be selected shall be:
 - (a) Barbara Bluman
 - (b) John Kinzie
 - (c) Allan Hope
 - (d) Don Monroe

ARTICLE A.21: SECTION 112

1. Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement Allan Hope, or a substitute agreed to by the parties, shall at the request of either party:
 - (a) investigate the difference;
 - (b) define the issue in the difference; and
 - (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.
 - (d) the parties may, by mutual Agreement submit any dispute under this article to binding resolution by a process of mediation/arbitration.

ARTICLE A.22: EXCLUSIONS

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the CTA.

2. Should the board plan to create any new excluded position requiring a teaching certificate, the Board shall provide the Association with a written job description of the new position.
3. Should the CTA and the Board not reach agreement that a position should be excluded, the CTA may refer the matter to Arbitration under Article A.20 or to the LRC.

ARTICLE A.23: TEACHER ASSISTANTS

1. The Board may employ persons other than teachers to assist teachers in carrying out their responsibilities and duties under the School Act and Regulations. Teachers' Assistants shall be under the direct instructional supervision of teachers.
2. Teachers' Assistants shall not assume at any time the direct instructional responsibility for providing educational programs to students or groups of students and shall not perform any of the duties of teachers but may assist teachers in the performance of the teachers' duties.
3. For the purposes of this article, the term "teacher" includes an administrative officer while performing teaching duties during the administrative officer's assigned instructional time.

ARTICLE A. 24: NO CONTRACTING OUT

All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed by members of the bargaining unit. The Board shall not contract out educational services of a type and kind that would normally and regularly be performed by a teacher, except with the approval of the CTA.

ARTICLE A.25: EMPLOYEE DONATIONS

1. As long as the Board retains its status under the Societies Act for the purpose of issuing Income Tax Receipts for donations to the school district:
 - a. Any donation by a teacher to the District becomes the property of School District No. 33 (Chilliwack). Donations must be preapproved by the appropriate Board official.
 - b. All donations by a teacher to the District will be verified on the appropriate form. A receipt that indicates the value of the donation is to be initiated by the appropriate Board official and attached to the form.
 - c. A receipt will be issued for Income Tax purposes when a teacher presents the Employee Donation Form to the Board.

SECTION B SALARY AND ECONOMIC BENEFITS

ARTICLE B.1: PAYMENT OF SALARY

The basic salary scale shall be that set out in Appendix A which is attached to and forms part of this agreement. Teachers in TQS category EB/2 shall be paid at the equivalent of category 3 level 8.

ARTICLE B.2: TEACHER ON CALL PAY AND BENEFITS (P.C.B.2)

1. All School Districts will ensure that they are in compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
2. Effective September 1, 1997, for the purposes of Employment Insurance, the employer shall report for a Teacher on Call, the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
3. Effective July 1, 1998, a Teacher 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.
4. Effective July 1, 1998, Teachers on Call shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
5. Teacher-On-Call Rate of Pay:
 - (a) Teachers On Call holding valid B.C. teaching certificates shall be paid as follows:
 - for the first five (5) days of service in the same assignment the daily rate shall be 1/225th of the scale at Step 0 of the Teachers On Call Category placement, inclusive of all benefits.
 - for the sixth (6th) and subsequent days in the same assignment 1/200 of their scale placement.
 - (b) Effective July 1, 2000, Teachers on Call shall be paid an additional compensation of \$3 over daily rate in lieu of benefits. This benefit will be pro-rated for part days worked but in no case will be less than \$1.50. Any and all provisions in the previous Collective Agreement that provide additional or superior provisions in respect of payment in lieu of benefits shall remain part of this Collective Agreement.
6. Effective July 1, 2000, employees who are employed as Teachers on Call shall be paid in accordance with the provision of the previous Collective Agreement for the first three (3) days of an assignment. On the fourth consecutive and subsequent consecutive days in an assignment, an employee shall be paid 1/189 of their category classification and experience or at Category 4 Step 0, which ever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day of the assignment.

7. Non Instructional Days:
Non-instructional days occurring during an assignment shall count as a day of work for purposes of determining consecutive days in Article B.11.1 and, if requested by the Administrative Officer to attend, shall be paid.
8. Call-Out:
A Teacher On Call reporting to work when called shall receive a minimum of one-half (1/2) day's pay. Such a teacher shall provide one-half (1/2) day's service.
9. Continuous Assignment:
In the event that a Teacher On Call assignment is interrupted by the return of a teacher, who after one (1) day is absent again for the same reason as the original absence, the Board will endeavour to assign the Teacher On Call to that position and the assignment shall proceed as if it were uninterrupted.
10. Teachers On Call shall only be entitled to the provisions of this Article and those listed below:
Articles A.1, A.2, A.3, A.4, A.5, A.6, A.8, A.17, A.18, A.19, B.1, B.2, B.6, B.8, B.9, B.10, B.12, B.16, B.23, B.24, B.25, C.2, C.C.3, C.6, D.7, D.10, D.16, E.1, E.2, E.3, E.6, E.7, E.8, F.1, and F.3.

ARTICLE B.3: ADULT EDUCATORS

(Note: This article is only applicable in Districts #6,36,37,42, and 79.)

ARTICLE B.4: UIC REBATE (P.C.B.4)

1. The employer shall remit monthly to the BCTF Salary Indemnity Fund the proportionate share of the Employment Insurance premium reduction which has been established as not less than 5/12 of said reduction.
2. The employer shall calculate each employee's share of the savings which have been remitted pursuant to Clause 1 above and include that amount as part of the employee's taxable income on the yearly T4 slip.
3. The Board shall remit monthly to the BCTF the employee's share of the savings resulting from Unemployment Insurance Premium Reduction no later than the fifteenth (15th) day of the month following the one in which the Unemployment Insurance deduction was made. The Board shall calculate each individual teacher's share of the remitted savings and include it as part of the teacher's taxable income.

ARTICLE B.5: REGISTERED RETIREMENT SAVINGS PLAN (P.C.B.5)

1. In this Article:
 - a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
 - b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to paragraph 1.b above that plan shall remain in effect for the term of the Transitional Collective Agreement.
3. The BCTF Plan shall be made available in all districts not included in Clause 2 above no later than October 15, 1996.
4. 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 BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5.
 - a. During the implementation phase of the BCTF 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.
 - b. Following the implementation of the BCTF Plan, the employer shall make available, to present employees on request and to new employees at the time of hire, enrolment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated Trustee.
7. Following the establishment of the BCTF Plan pursuant to Clause 3 above, employees shall have the opportunity to enrol or re-enrol in the BCTF Plan as follows:
 - a. between September 1 and September 30 or December 15 and January 15 in any school year;
 - b. no later than sixty (60) days following the commencement of employment or the establishment of the BCTF Plan in a district.

8. An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Following the establishment of the BCTF Plan pursuant to Clause 3 above, participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Clause 3 above shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

ARTICLE B.6: CATEGORY 6/PA

Teachers who have a "PA" (category 6) certification but who do not have a Masters Degree shall be paid on his/her regular placement in Category 6 less \$286.00.

ARTICLE B.7: CATEGORY 5 + 30 CREDITS

Teachers who have completed a Diploma Program or other 30 credits (equivalent to UBC) above category 5 which are approved by the Superintendent, qualify for an annual bonus. The bonus shall be calculated as follows: seventy percent (70%) of the difference between Category 5, Level 5, and Category 6, Level 5. Criteria for approval includes pre-approval of courses of study and course concentration in an area of pedagogy.

ARTICLE B.8: PLACEMENT ON SCALE BY CERTIFICATION

Except as otherwise provided by this Agreement, the placement of each teacher upon the basic scale shall be in accordance with certification as determined by the Teacher Qualification Service.

ARTICLE B.9: RECLASSIFICATION OF CERTIFICATION

Reclassification of a teacher and any salary increase resulting therefrom, will be effected upon written receipt of confirmation of Teacher Qualification Service category. The salary change shall correspond with the effective date of the Teacher Qualification Service classification. In the case of Article B.6 and B.7 the teacher shall produce documentary evidence to the Superintendent.

ARTICLE B.10: TEACHING EXPERIENCE CREDIT

1. Recognition of previous teaching experience shall be dependent upon the teacher producing documentary evidence substantiating that experience and shall be based upon the following:
 - (a) The Superintendent is to assess teachers' previous experience for salary purposes. All experience is to be verified in writing.
 - (b) Full credit will be allowed upon initial appointment for teaching experience in all government inspected public schools in Canada, the Commonwealth, the United States of America, and any other country in which the experience is deemed by the Superintendent to be the equivalent of that of a teacher in a British Columbia Public School.

Years of actual teaching experience may be recognized for other teaching service provided that the experience is deemed by the Superintendent to be equivalent to that of a teacher in the British Columbia Public School System.

- (c) Each ten (10) months of experience is equivalent to one (1) school year. At the time of assessment any balance of eight (8) months will be recognized as one (1) year for experience credit.
- (d) Periods of part time teaching and short term appointments may be added together for accumulation of years of experience credit.
- (e) Teachers with journeyman qualifications in their areas of instruction may, on appointment, be allowed one (1) year's increment for each two (2) year's of experience, up to a maximum of four (4) extra increments, providing they do not exceed the maximum of their Certificate categories.
- (f) Experience credit shall be earned for:
 - (i) Secondment to the Association, the British Columbia Teachers' Federation, or the Canadian Teachers' Federation.
 - (ii) Secondment to the Ministry of Education.
 - (iii) Secondment to a recognized university or college.
 - (iv) Secondment to the College of Teachers.
 - (v) Service with Canadian Universities Service Overseas or the Canadian International Development Agency while on approved leave of absence from the District.
 - (vi) Absence while on a paid leave of absence under Article C.2.
 - (vii) Absence while on approved educational leave.
 - (viii) Absence while on sick leave under Article G.1.
 - (ix) Absence while on Workers' Compensation Board leave under Article G.12.
 - (x) Absence while on short term Maternity Leave under Article G.2.1.

ARTICLE B.11: INCREMENT ENTITLEMENT

1. Increment entitlement while appointed to this District shall be in accordance with the following criteria:
 - (a) Increments according to the salary schedule shall be paid commencing September 1st or January 1st in each year, depending on the teacher's initial appointment date.
 - (b) Increments of not more than one (1) year shall be granted to a teacher for sick leave or for leave-of-absence from this District for professional growth.
 - (c) Part-time teachers appointed for the full school year qualify for experience credit proportionate to the time they are employed.

ARTICLE B.12: NO REDUCTION

No teacher shall suffer a reduction in basic salary as stated in Section B because of the coming into effect of this Agreement.

ARTICLE B.13: TEACHER IN CHARGE

1. In the event that all Administrative Officers assigned to the school are absent, a teacher shall be designated by an Administrative Officer as Teacher in Charge in accordance with this Article. A Teacher in Charge may be designated daily or appointed on an annual basis.
2. The Teacher in Charge, when requested to act by the Administrative Officer shall ensure that routine supervision adequate to secure the safety of students and security of the school is maintained and shall deal only with emergent matters with required assistance from District supervisory staff.
3. Whenever possible the Teacher in Charge shall be selected from those teachers who have expressed an interest in performing this function. Except in emergencies, a teacher has the right to refuse to act as a Teacher in Charge.
4. Any necessary substitution shall be provided by mutual agreement between the Administrative Officer and the teacher.
5. Rate of Compensation:
The daily rate of compensation will be as follows when all Administrative Officers assigned to the school are absent for more than half (1/2) a day:
 - (a) When acting as Teacher in Charge of a school with one (1) to ten (10) FTE teachers the teacher shall receive \$17 as a daily allowance. Effective April 1, 2000 the daily allowance will be \$17.34.

- (b) When acting as Teacher in Charge of a school with eleven (11) to twenty (20) FTE teachers the teacher shall receive \$22 as a daily allowance. Effective April 1, 2000 the daily allowance will be \$22.44
- (c) When acting as Teacher in Charge of a school with twenty-one (21) or more FTE teachers the teacher shall receive \$29 as a daily allowance. Effective April 1, 2000 the daily allowance will be \$29.58.

ARTICLE B.14: PART-TIME TEACHERS

1. The terms and conditions including sick leave of part-time teachers shall be adjusted on a pro-rata basis to reflect the percentage difference between part-time and equivalent full-time teachers.
2. Part-time teachers shall be eligible to participate in all benefit plans in accordance with Article B.23.

ARTICLE B.15: SPEECH PATHOLOGISTS AND EARLY INTERVENTION WORKERS

1. Speech Pathologists and Early Intervention Workers shall be employed on the same basis as teachers covered by this contract. Unless otherwise specified in this Article, all provisions of the Agreement shall be applicable to Speech Pathologists and Early Intervention Workers.
2. Placement on scale shall be in accordance with Section B for Speech Pathologists and Early Intervention Workers holding teaching certification. For those not possessing teaching certification placement on scale shall be at the category which is most nearly equivalent to the category of teachers based on years of university-level training and at the level of experience consistent with Section B of this agreement. In each case, for the purpose of Article B.10.1(c) where the terms of employment determined that the Speech Pathologists and Early Intervention Workers had been employed on a twelve (12) month basis each twelve (12) months is equivalent to one school year. Where the terms of employment were for (10) months, each ten (10) months is equivalent to one school year.
3. Speech Pathologists and Early Intervention Workers not eligible to participate in the Teachers' Superannuation Plan shall participate in the Municipal Superannuation Plan.

ARTICLE B.16: OTHER INSTRUCTIONAL RATES

Teachers instructing School District approved academic equivalency or academic upgrading summer school courses will be paid at a rate of 1/1000 of category 5(PB) level 6 on Appendix A per hour of instruction.

ARTICLE B.17: PART MONTH PAYMENTS AND DEDUCTIONS

1. The rate of deduction for a day without pay shall be defined as 1/200 (one two-hundredth) of the current annual salary of the teacher.
2. A teacher shall be paid 1/10 (one tenth) of current annual salary in respect of each month in which the teacher works all prescribed school days that month.

ARTICLE B.18: PAY PERIODS

1. CTA members shall be paid in ten (10) monthly instalments with a mid-month advance of approximately 50% of their monthly net pay; unless the employee wishes to participate in the Payroll Savings Plan.
2. Employees electing to participate in the Payroll Savings Plan shall
 - a) be on a continuing appointment or a temporary contract of not less than six months
 - b) notify the Board in writing by the September 8th or January 8th that they wish to participate in the Payroll Savings Plan
 - c) may not withdraw or suspend deductions unless they have resigned from the district or been granted a leave for the remainder of the school year or have been terminated for cause.
 - d) notify the Board in writing by June 30th if they do not wish to continue in the Payroll Savings Plan the following year.
3. Those employees electing to participate in the Payroll Savings Plan shall receive their annual salary as follows:
 - a) For September to June:
 - i) Those beginning the savings plan in September shall be paid in ten (10) monthly instalments with a mid-month advance of approximately 50% of their monthly net pay including a monthly deduction for the payroll savings plan that shall be 12% of their gross monthly salary.
 - ii) Those beginning the savings plan in January shall be paid in six (6) monthly instalments with a mid-month advance of approximately 50% of their monthly net pay including a monthly deduction for the payroll savings plan that shall be 12% of their gross monthly salary.
 - iii) On the date of the month-end payment, that 12% of gross monthly salary is paid into the Payroll Savings Plan.
 - iv) Interest is calculated on the monies in the Payroll Savings Plan as follows: Average monthly interest rate that the Board receives from its bank multiplied by the average monthly balance in the Plan.
 - b) For July and August:
 - i) Interest to June 30th is calculated on the plan and added to the individual employees accumulation in the Payroll Savings Plan.
 - ii) The amount calculated under 2(b) (i) is divided into four (4) and transferred into the employees bank account on July 15, July 31, August 15 and August 31. Notice of such calculation shall be included with the regular pay slip for June 30th.

4. A mid-month advance under sections 1 or 3 (a) of the Article shall be paid on the 15th of the month and the balance shall be paid on the last banking day of the month (when the Board's bank is open).

ARTICLE B.19: PAYMENT BEYOND SCHOOL YEAR

1. Except where otherwise stated in this Agreement, any work requested by the Board and performed by teachers beyond the teacher's work year as set out in the School Calendar shall be paid at the rate of 1/200 (one two-hundredth) of annual salary per diem. By mutual agreement of the teacher and the Board, compensatory time in lieu of salary may be arranged as long as a Teacher On Call is provided when necessary.
2. This provision does not prevent the Board from continuing the existing practice of engaging in special projects that fall outside the scope of this Article and to offer teachers a fixed sum contract for the performance of the special project. Any fixed sum contract is subject to the approval of the CTA and the approval of the CTA will not be unreasonably withheld.

ARTICLE B.20: ALLOWANCES

- | | | | |
|----|--|-----------|--------------|
| 1. | Head Teachers | 1998/2000 | April 1 2000 |
| | (a) for each teacher. | \$859 | \$876.18 |
| | plus (b) An experience increment after one year as Head Teacher of | \$712 | \$726.24 |
| | plus (c) A second experience increment after the second year as Head Teacher of | \$712 | \$726.24 |
| 2. | Positions of Special Responsibility | | |
| | (a) An amount of | \$2,003 | \$2043.06 |
| | (b) Positions of Special Responsibility, appointed by the Board on recommendation of the Principal concerned and the Superintendent shall be on a yearly basis. Notification of appointment is to be by June 15th. | | |
| 3. | District Staff | | |
| | (a) Special Counsellor | \$5,825 | \$5941.50 |
| | (b) Coordinator of Instruction | \$5,825 | \$5941.50 |
| 4. | With the consent of the CTA Bargaining Committee and to meet emergency conditions, the Board may pay a teacher a special allowance which is clearly recognized as such. The salary quoted shall be according to the Salary Scale shown on the Agreement and special allowance shall be paid on a monthly basis for a specified number of months. This Agreement shall be confirmed in writing by the Board with copies to the teacher and the CTA. | | |

ARTICLE B.21: ELEMENTARY TEACHERS WITH B.ED. (ELEMENTARY)

Teachers in the elementary schools who have a Bachelor of Education (Elementary) degree or equivalent shall be paid a bonus of \$272 over and above his/her regular placement in Category

ARTICLE B.22: EXTRA COURSES

1. The Board shall pay a bonus of \$40.00 per unit of credit (equivalent to UBC) obtained by a teacher attending Summer School Sessions or Winter Courses, provided that:
 - (a) the teacher does not hold a Masters or higher degree;
 - (b) the courses taken shall be approved by the Superintendent prior to commencement of classes;
 - (c) the teacher has taught in the District during the preceding year and returns to the employ of the Board at the beginning of the next school year;
 - (d) the teacher submits verification of courses completed from the institution attended before the bonus shall be paid.

ARTICLE B.23: BENEFITS

1. General
 - (a) The Board shall provide each employee a publication with current information on benefits and an application or enrolment form for participation in the medical, dental, extended health, group life insurance and pension plans.
 - (b) The Board and the CTA may assist employees in obtaining required benefits from the various benefit plans.
 - (c) The Board shall advise employees covered under this Agreement who are Teachers On Call and teachers engaged in a less than half time capacity, that they may contribute to the Teachers' Pension Plan (or Municipal Superannuation Plan if the employee is not eligible for enrolment in the Teachers' Pension Plan). The Board shall ensure that the appropriate deductions are made and remitted to the Superannuation Commission.
 - (d) MSP, dental and pension coverage shall be available from the starting date of employment.
 - (e) Benefit coverage shall be extended to the end of the next month for which premiums are deducted.
2. Medical Services Plan:

The Board shall pay eighty percent (80%) of the premium cost of the Medical Services Plan offered by the Medical Services Commission of British Columbia.
3. Extended Health Benefit Plan:

The Board shall pay eighty percent (80%) of the premium cost of the Extended Health Benefit Plan offered by the Pacific Blue Cross of British Columbia. The Extended Health Benefit Plan shall include Vision and Audio Care.
4. Group Life Insurance Plan:

The Board shall pay eighty percent (80%) of the premium cost of the BCTF/BCSTA improved Group Insurance Plan. Participation in the plan shall be compulsory for all teachers except those on staff prior to January 1, 1973.

5. Dental Plan:
The Board shall pay eighty percent (80%) of the premium cost of the Mutual Life Dental Expense Insurance which shall include a lifetime limit of \$2,500 in Plan C benefits. Participation in the Plan is compulsory for all employees of fifty percent (50%) or more status (subject to the eligibility requirements of Mutual Life) except those on staff prior to January 1, 1973.
6. Employee and Family Assistance Program:
The CTA shall appoint three (3) representatives to the Joint Advisory Committee overseeing the Employee and Family Assistance Program.
7. Continuation of Benefits:
 - (a) Benefits - Board's share paid
The Board's share of the employee benefit premiums shall be continued during the following:
 - (i) sick leave
 - (ii) short term maternity leave
 - (iii) WCB coverage for a period of one (1) year.
 - (b) Benefits - Employee paid
The Board shall continue employee benefits providing the employee pays the total premiums during the following:
 - (i) extended maternity leave
 - (ii) educational leave
 - (iii) lay-off subject to recall
 - (iv) salary indemnity plan
 - (v) WCB leave after one (1) year
 - (vi) other approved leave
 - (vii) Retirement Bonus.
8. BCTF Optional Term Life Insurance Plan
The Board shall deduct and remit the monthly premium from the pay of those association members who elect to participate in the BCTF Term Life Insurance Plan.

ARTICLE B.24: VANDALISM

1. Employees' Motor Vehicles
The Board will reimburse a teacher whose motor vehicle is damaged due to vandalism provided:
 - (a) that the vandalism occurs while the vehicle is located on property owned or administered by the Board.
 - (b) that, at the time the vandalism occurs, the employee is in attendance at a function directly related to his/her employment.
 - (c) that the employee provides the Board with a receipt covering the cost of repairs.
 - (d) that payment will be limited to one hundred dollars (\$100) or the actual cost; whichever is the lesser.
 - (e) that the employee reports the incident to the local police and also files with the

- Board the names of any person suspected of causing the damage.
- (f) that a written statement of claim is filed by the employee certifying the above.
 - (g) the teacher is not eligible for compensation for the damage under another fund or policy of insurance.

ARTICLE B. 25: TEACHERS' PROPERTY LOSS OR DAMAGE

Compensation will be paid to teachers whose personal property is lost or damaged while it is located on school premises provided:

1. Each article is registered with the Administrative Officer at the beginning of the period of time it is kept in the school.
2. The property is in the school to be used for the purpose of aiding instruction.
3. The loss or damage is not the result of negligence on the part of the teacher claiming the compensation.
4. The teacher is not eligible for compensation for the damage under another fund or policy of insurance.
5. Compensation claims shall be limited to:
 - (a) the replacement cost of the article
 - (b) a maximum payment by the Board on any claim of one hundred dollars (\$100.00).
 - (c) claims of less than twenty-five (\$25.00) will not be considered
 - (d) the replacement cost of materials originally purchased by the teacher will not include payment for any of the teacher's labour in preparing the material, equipment or teacher aid.

ARTICLE B.26: TRAVEL

Teachers who are required to use their personal vehicles in order to carry out their regular duties or other Board business shall be reimbursed at the Board's established rate and in addition shall receive the established insurance bonus should a higher insurance rate become required. This includes travel between work sites as required on a regular basis, but does not cover travel to and from a teacher's residence.

ARTICLE B.27: FIRST AID CERTIFICATE TRAINING PAYMENT

1. The Board shall pay the applicable course fees and materials for a first aid certificate or its renewal, subject to:
 - (a) prior approval of the Superintendent to enrol, and
 - (b) proof of successful completion of the course.
2. The Board shall pay seven hundred dollars (\$700.00) per year to each CTA member who has been designated by the Board as an Industrial First Aid Attendant.

ARTICLE B.28: SURVIVOR BENEFITS

1. Salary

In the event of the death of a teacher who, at the time of death has been employed by the Board continuously for six (6) months or more, the Board shall pay the remainder of the month's salary plus one (1) months' 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 or she was last employed by the Board.

2. Benefits

The Board shall provide full benefit coverage to the dependents of a deceased teacher for a period of three (3) months.

ARTICLE B.29: RETIREMENT BONUS

1. The Board shall pay a retirement bonus to an employee who is at least 55 years old and who has ten (10) or more years of service with the Board. Employees applying for the retirement bonus shall do so by November 1 with a resignation date effective December 31 of any year if their application is accepted.
2. The Bonus shall be twenty percent (20%) of one year's salary payable at the direction of the teacher no later than the end of the taxation year next following.
3. At the employee's cost, the Board shall continue to make available to retired employees who qualify under part 1, and their surviving spouses, if any, until age 65, medical, extended health, dental, and group life insurance coverage. Where similar coverage is provided by a pension plan, the retired employees, and surviving spouses, if any, may choose one plan, but may not enrol in two.
4. A maximum of eight (8) teachers will be eligible in any one year. If more than eight teachers apply, the eight teachers with the greatest district seniority shall receive the bonus.
5. Should the Board elect to replace a teacher resigning under part 1, then the Board may fill the position through a temporary appointment for the remainder of the year. With regard to filling the vacancy created by such a mid-year retirement, the CTA waives the provision for immediately filling, as per Article E.3.9(a).

SECTION C: EMPLOYMENT RIGHTS

ARTICLE C.1: RESIGNATION (P.C.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 C.2: EMPLOYMENT CONTRACTS

1. All teachers, speech pathologists and early intervention workers appointed by the Board to the staff of the District shall be appointed on a continuing contract of employment, except for
 - (a) temporary appointments made in accordance with this Agreement;
 - (b) Teachers On Call.
2. The Board may issue temporary contracts for a period of time not exceeding one year:
 - (a) to fill a vacancy that arises during a school year;
 - (b) to fill a position that is temporarily vacant;
 - (c) to fill a position that is temporarily existing.
3. The Board agrees to provide the CTA no later than October 15 in any school year a list of teachers hired on temporary contract for the school year, and a list of positions the Board considers temporarily existing or temporarily vacant for the school year.
4. At no time shall the number of FTE teachers appointed on temporary contracts exceed the total number of FTE teachers employed under 2(a), (b) and (c).
5. Conversion to Continuing Contract
Teachers on temporary contract appointed for a second consecutive year or after twelve (12) aggregate months of service, whichever is less, shall be appointed to a continuing contract upon appointment.

ARTICLE C.3: DISMISSAL AND DISCIPLINE FOR MISCONDUCT

1. The Board agrees that it shall not dismiss or discipline a teacher bound by this Agreement except for just and reasonable cause.
2. Where an employee is under investigation by the Board for any cause, the employee and the CTA shall be advised in writing of that fact immediately unless grounds exist for concluding that such notification would prejudice the investigation. In any event the employee and the CTA shall be notified at the earliest reasonable time and before any

action is taken by the Board.

3. The employee shall be advised of the right to be accompanied by a representative of the CTA at any meeting in connection with such investigation that he/she attends.
4. The process as outlined in subsections C.3.5 to C.3.10 of this Article apply when:
 - (a) an employee has been suspended under Section 15(5) of the School Act;
 - (b) an employee has been suspended under Section 15(4) of the School Act unless the CTA or the teacher waive the right to such a meeting;
 - (c) the possible actions of the Board include suspension or dismissal unless the CTA or the teacher waive the right to such a meeting.
5. The Board of School Trustees shall, pursuant to section C.3.4, hold a meeting with the employee and his/her representative(s), and shall give the employee and the Association seventy two (72) hours notice of such a meeting. The Board of School Trustees may also have its representatives present at this meeting. At the time of such notice, the teacher and CTA shall be given reasons and relevant particulars in writing, for the contemplated action.
6. The teacher shall be entitled to file a written reply to the allegation prior to the meeting held under C.3.5.
7. Twenty-four (24) hours prior to a meeting held under Article C.3.5 both parties shall exchange all documents that will be considered at the meeting.
8. At the meeting held under C.3.5, the teacher shall be entitled to be accompanied by the staff representative, the CTA President and by an advocate appointed by the CTA, and shall have the opportunity to ask questions and to make both written and verbal submissions or have his/her advocate ask questions or make written or verbal submissions on the employee's behalf.
9. The decision of the Board of School Trustees shall be communicated in writing and shall contain a statement of the grounds for the decision.
10. Wherever practicable, the parties shall attempt to agree on a press release when a teacher is suspended or dismissed.
11. Any disciplinary action taken by the Board may be subject to grievance, however the CTA may refer any grievance of a decision in C.3.9 directly to arbitration.

ARTICLE C.4: PROCEDURES WHERE DISMISSAL BASED ON PERFORMANCE

1. The Board may dismiss any teacher bound by this Agreement for just and reasonable cause.
2. The Board may dismiss a teacher where the Board has received three reports in accordance with Article E.3 (Evaluation) of this agreement indicating that the performance of the teacher is less than satisfactory.
3. The reports referred to in Article C.4.2 shall be prepared in accordance with the process established in Article E.3 (Evaluation) of this Agreement, and in accordance with the following conditions:
 - (a) the reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months excluding time off for illness, leave or retraining;

- (b) at least one (1) of the reports shall be written by a Superintendent, an Assistant Superintendent, or Director of Instruction.
- 4. Where the Board intends to dismiss a teacher on grounds of less than satisfactory teaching performance it shall notify the teacher and the President of the CTA of such intention and provide an opportunity for the teacher and her/his representative to meet with the Superintendent and the Board at least seven (7) days before formal notice of dismissal.
- 5. When the Board decides to dismiss a teacher it shall issue notice of dismissal to the teacher and the CTA at least thirty (30) days prior to the dismissal date setting out the grounds for such action.

ARTICLE C.5: PART-TIME TEACHERS' EMPLOYMENT RIGHTS

- 1. Partial leave may be granted to permit a full-time teacher on continuing contract to accept a part-time position.
- 2. When the request under Article C.5.1 is granted by the Board, the teacher shall be entitled to return to a similar full-time position at the expiration of the period of time for which the Board has made the part-time position. The teacher may return to a full-time position at an earlier date or may extend the period of part-time teaching, by agreement with the Board, if reasonable notice of the request for earlier or later return has been given.
- 3. A teacher with a continuing part-time position may, without prejudice to that appointment, apply for an additional temporary part-time position for a specified fraction of time.

ARTICLE C.6: TEACHER ON CALL HIRING PRACTICES

- 1. Teacher On Call List
The Board shall maintain a list of persons approved by the Superintendent who are qualified and have requested to be placed on the list of Teachers On Call. The Board shall forward a copy of such a list to the CTA in the month of September, and in the month of January.
- 2. Teacher On Call Hiring
 - (a) In assigning Teachers On Call, the Board shall, pursuant to Section 19 of the School Act, select a person on the list qualified for the assignment who possesses a valid B.C. teaching certificate.
 - (b) Every attempt will be made to provide equal employment opportunities to those on the Teacher On Call list.
 - (c) The Board may assign persons not on the list to a Teacher On Call teaching assignment only in the event that no person on the list possesses the necessary qualifications for the assignment.
 - (d) If a Teacher On Call has accepted an assignment outside their area of training and

experience and the assignment is lengthened or becomes difficult, the Teacher On Call may withdraw from the assignment without prejudice to any further assignments.

- (e) Where the Board reasonably expects a teacher to be absent for more than twenty (20) days, the vacancy shall be filled by appointment to a temporary contract. When a Teacher On Call completes twenty (20) days' continuous teaching on the same assignment, a temporary contract shall be granted retroactively to the commencement of the assignment.
- (f) If a Teacher On Call is removed from the list, the Board will send a letter to the Teacher On Call setting out the reasons for the removal.

ARTICLE C.7: LAYOFF, SEVERANCE, RECALL

1. General

Where the Board finds it necessary to terminate the contract of teachers for reasons other than just cause, such terminations shall be in accordance with the provisions of this Article.

2. Principle of Security

The Board and the CTA agree that increased length of service in the employment of the Board entitles teachers to security of teaching employment provided that they possess the qualifications necessary for the positions available.

3. Seniority

- (a) In this Article "seniority" applies to teachers with a continuing appointment and means a teacher's aggregate length of service in the employment of the Board, inclusive of service under temporary appointment and part-time teaching. For purposes of calculating length of service, part-time teaching shall be pro-rated.
- (b) When the seniority of two (2) or more teachers is equal pursuant to paragraph 3(a), the teacher with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
- (c) When the seniority of two (2) or more teachers is equal pursuant to paragraph 3(b), the teacher with the greatest aggregate length of service with another school authority recognized for salary experience purposes shall be deemed to have the greatest seniority.
- (d) When the seniority of two teachers is equal pursuant to paragraph 3(c), the teacher with the earliest application for employment with the Board as recorded on the teacher's personnel file kept by the Board shall be deemed to have the greater seniority.
- (e) For purposes of this Article, leaves of absence in excess of one (1) month shall not count toward aggregate length of service with the Board except:
 - (i) Maternity Leave;
 - (ii) Educational Leave;
 - (iii) Leave for duties with the CTA or BCTF;
 - (iv) Secondment to the Ministry of Education, a faculty of a B.C. University, B.C. College or participation in a recognized teacher exchange program;

- (v) Leave for teaching with the DND or CUSO;
 - (vi) Long-term sick leave;
 - (vii) Leave for elected office at the municipal, Provincial or Federal levels.
- (f) The Boards shall, by October 15th, forward to the CTA a list of all teachers employed by the Board, and those subject to recall, in order of seniority calculated according to Articles C.7.3(a) to C.7.3(e) setting out the length of seniority as of September 1st of that year.
- (g) The CTA will endeavour, on or before November 15th, to bring to the attention of the Superintendent any errors in the seniority list.
4. Qualifications
- (a) In this Article, "necessary qualifications" in respect of a teaching position means a reasonable expectation, based on the teaching certification, appropriate training, and relevant experience of a teacher that that teacher will be able to perform the duties of the position in a professional and satisfactory manner.
 - (b) Teachers are to declare those identified categories in which they claim qualifications in terms of certification, training and teaching experience.
 - (c) The teachers' qualification claims shall be submitted to the Superintendent of Schools who shall determine the validity of qualifications.
 - (d) Articles C.7.4(b) and C.7.4(c) shall not limit a teacher's right to claim qualifications for an available position.
5. Security of Employment Based on Seniority and Qualifications
- (a) When the Board determines that it is necessary to reduce the total number of teachers employed on a continuing contract by the Board, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
 - (b) In implementing the provisions of Article C.7.5 the Board may approve the reassignment of a teacher to a different position or a different school by giving at least seven (7) days notice in writing of the reassignment to the teacher, and any reasonable transfer in good faith for such purpose shall not be subject to any other provision of this Agreement otherwise dealing with transfer.
 - (c) Nothing in Articles C.7.5(a) or C.7.5(b) shall be taken to require the Board to transfer a teacher with greater seniority for the purpose of retaining on staff a teacher with less seniority than that teacher.
6. Notice of Lay Off
- (a) The Board shall give each continuing teacher in a continuing position it intends to terminate pursuant to this Article a minimum of sixty (60) calendar days notice in writing, such notice to be effective at the end of a school term, and to contain the reason for the termination.

- (b) The Board shall give each teacher who has converted to continuing status in a temporary position pursuant to Article C.2.5, it intends to terminate pursuant to this Article a minimum of sixty (60) calendar days notice in writing, such notice to contain the reason for the termination.
- (c) Information on positions held by less senior teachers shall be available to teachers in receipt of termination notices and the CTA through the office of the Superintendent.

7. Recall of Teachers Terminated under C.7.6.a.

- (a) When a continuing position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this Agreement except Article C.7.7 (d) below, first offer recall to the teacher terminated under C.7.6.a who held a continuing contract at the time of termination and who has the most seniority among those terminated pursuant to this Article, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been terminated pursuant to this Article.
- (b) A teacher who is offered recall pursuant to Article C.7.7.a shall inform the Board whether or not the offer is accepted, within two (2) calendar days of the receipt of such offer.
- (c) The Board shall allow ten (10) days, from an acceptance of an offer under paragraph 7 for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed, but not to exceed thirty (30) days.
- (d) A teacher's right to recall under this Article is lost:
 - (i) if the teacher elects to receive severance pay under Article C.7.10.
 - (ii) if the teacher refuses to accept two (2) continuing positions for which he/she possess the necessary qualifications;
 - (iii) if the teacher accepts a continuing appointment in another school district; or
 - (iv) if twenty-seven (27) months elapse from the date of termination under this Article and the teacher has not been recalled except when a teacher on recall has been assigned to a temporary position. The twenty- seven (27) months does not include anytime that the recall teacher is working in a temporary position.
- (e) A teacher on the recall list is responsible for keeping the office of the Superintendent informed of changes of name, address and phone number.
- (f) If no continuing position is available the board will assign a teacher on the recall list to an available temporary position for which the teacher is qualified. This permits

the Board to employ teachers on the recall list in temporary positions without jeopardizing the teacher's right to recall otherwise contained in this Agreement.

8. Recall of A Teacher Terminated Under Article C.7.6.b

1. It is the responsibility of a teacher who has converted to continuing status but is in a temporary position and who has been laid off and who is on the Recall List, to apply for continuing positions pursuant to Article E.3 Posting and Filling of Vacant Positions.
2.
 - (a) When a temporary position on the teaching staff of the district becomes available, the Board shall inform those on the recall list. The Board shall first offer the temporary position to the continuing teacher who has the most seniority on the recall list pursuant to this Article provided that teacher possesses the necessary qualifications for the available position.
 - (b) A teacher who is offered recall pursuant to Article C.7.8.2.a, shall inform the board whether or not the offer is accepted within two (2) calendar days of the receipt of the offer.
 - (c) The Board shall allow ten (10) days, from an acceptance of an offer under paragraph 8.2.a for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed, but not to exceed thirty (30) days.
 - (d) A teacher's right to recall into a temporary position under this Article is lost:
 - (i) if the teacher elects to receive severance pay under Article C.7.10
 - (ii) if the teacher refuses to accept two (2) positions for which he/she possess the necessary qualifications;
 - (iii) if the teacher accepts a continuing appointment in the district or in another school district; or
 - (iv) if twenty-seven (27) months elapse from the date of termination under this Article and the teacher has not been recalled. The twenty- seven (27) months does not include anytime that the recall teacher is working in a temporary position.
 - (e) A teacher on the recall list is responsible for keeping the office of the Superintendent informed of changes of name, address and phone number.
 - (f) Upon recall into a temporary position, a teacher shall retain his/her former continuing appointment recall status. This permits the Board to employ teachers on the recall list in temporary positions without jeopardizing the teacher's right to recall otherwise contained in this Agreement.
 - (g) A teacher on the Recall List may apply for and accept temporary positions without jeopardizing his/her layoff status.

- (h) A teacher on the Recall List may perform on-call work without jeopardizing his/her layoff status.

9. Benefits

- (a) A teacher recalled pursuant to this Article shall be entitled to all sick leave credit accumulated at the date of termination.
- (b) A teacher who retains rights of recall pursuant to Article C.7 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this Agreement by payment of the full costs of such benefits to the Board, subject to the approval of the benefit carrier.

10. Severance Pay

- (a) A teacher on continuing appointment who has one or more years of continuous employment and who is terminated, save and except for just cause, may elect to receive severance pay at any time during the fifteen (15) months following termination.
- (b) Severance pay shall be calculated at the rate of five per cent (5%) of one (1) year's salary for each year of service to a maximum of two (2) years' salary. Salary on which severance pay is calculated shall be based on the teacher's salary, including allowances, at the time of the teacher's termination.
- (c) A teacher who received severance pay pursuant to this Article and who, notwithstanding Article C.6.7 and/or C.6.8 is subsequently re-hired by the Board, shall retain any payment made under the terms of this section and in such case, for purposes only of Section (b) of this paragraph, the calculation of years of service shall commence with the date of such re-hiring.

11. Dispute Resolution

Any appeal shall be dealt with under Article A.6.

SECTION D: WORKING CONDITIONS

ARTICLE D.1: CLASS SIZE AND CLASS COMPOSITION

STAFFING FORMULA (P.C.D.1)

IMPORTANT NOTE:

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

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

	98-99	99-00	00-01
K	20	20	20
1	25	23	22
2		23	22
3		23	22

1. The CTA and Board recognize the following limits in class sizes:

Primary Year 1 (Kindergarten)	21
Class With Primary Year 2 (Grade 1)	25
Other Primary	27
Intermediate (Grades 4-10)	30
Special Class	15
I.E. Shops and Home Ec. Food Labs	24
Secondary Science (Gr. 10/11/12)	28
Secondary Humanities (English & Socials)	30
Graduation (Gr. 11/12)	30
2. With the consent of the teacher, a school staff and administration may decide to exceed the limits for a class for educationally sound reasons including the overall good of the school. The CTA shall be notified in writing when the teacher, a school staff and administration consent to exceed the limits for a class.
3. Classes which exceed the limits by more than ten (10)% shall, at the request of the teacher, be supported by additional resources.
4. These limits may be exceeded if external budgetary constraints are imposed.
5. Class size limits shall be two (2) less than the number stated in D.1.1 for each low incidence student included in a regular class for fifty percent(50%) or more of the instructional day. With respect to visually and hearing impaired students, it is understood that this refers to profound impairment.
6. A secondary teacher shall have the right to accommodate time-tabling by accepting averaging of class size provided that such averaging is consistent with this Article.

7. Individual band, choir and physical education classes may exceed the limits for class size.
8. Special consideration will be given to the size of split classes.
9. 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.

ARTICLE D.2: CLASS COMPOSITION

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, he/she may refer such students to the School Based Team for consideration and appropriate action.
2. The School Based Team, together with the classroom teacher, shall meet to consider the referral.
3. The School Based Team may take appropriate action for the circumstances. Such actions 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 under 3, the Superintendent or designate shall, within two weeks of receiving the recommendations, inform the school based team of the actions to be taken regarding their recommendations.
5. If the Superintendent or designate decides that alternate placement is required, then the school based team shall be informed immediately.

ARTICLE D.3: SPECIALIST PERSONNEL

1. The Board and CTA recognize the need for specialized personnel to be provided in the District.
2. Such personnel shall include, but not be limited to, qualified librarians, counsellors and learning assistance teachers.
3. The Board shall endeavour to provide adequate levels of specialized personnel.

ARTICLE D.4: STAFFING FORMULA (P.C.D.1)

NON-ENROLLING/ENGLISH AS A SECOND LANGUAGE TEACHERS

1. The Government will provide funding in order to decrease the ratios of non-enrolling teachers to students. Notwithstanding the ratios established in this article, in no event will the financial obligations to Government or School Districts resulting from this article exceed the funding being made available by Government, in each year of the Agreement, as follows:

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

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
 - i. Employee staffing ratios in each category shall not decrease below the number reported in the 1997/98 Ministry form 1530, and as shown in Appendix A attached.

In the local working agreement, this should state ...form 1530, as follows:

Teacher Librarians: 692.1:1
Counsellors: 665:1
Learning Assistance Teachers: 403:1
Special Education Resource Teachers: 32.157
Support for ESL Students: 342:1

- ii. Teacher Librarians

Effective July 1, 1998, teacher librarians shall be provided on a minimum pro-rated basis of teacher librarians to students **in the ratio 692.1 to 1.**

- iii. Counsellors

Effective July 1, 1998, counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to students **in the ratio of 665 to 1.**

- iv. Learning Assistance Teachers

Effective July 1, 1998, learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to students **in the ratio of 403 to 1.**

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

Effective July 1, 1998, special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to students **in the ratio of 342 to 1** as per the Letter of Understanding.

4. Support for ESL Students

- i. 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.
- ii. Effective July 1, 1998, 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 **seventy four (74) identified students**. Staffing ratios shall not decrease below the number reflected in the 1997/98 Ministry form 1530 and as shown in Appendix A.

5. The tables summarizing the annual expenditure and the estimated ratio for each category of non-enrolling teachers and English as a Second Language teachers are found in the original source documents.

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

- i. By May 15, 1998, the Ministry of Education will provide to each district, in writing, an estimated funding amount that will be provided to achieve the goals of this article, subject to all of the provisions and expectations of this article. This funding will be based on the non-enrolling requirements as delineated in Appendix A.
- ii. Prior to June 10, 1999 and May 30 in subsequent years, each School District shall hold a meeting with representatives of the Local for the purpose of general discussion of staffing plans for schools within that school district. The district shall make the local aware of any potential non-compliance with non-enrolling/ESL staffing ratios and the reasons for that potential non-compliance.
- iii. 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 June 15 of that year submit its staffing plan to the Ministry, with copies to the Local, BCTF and BCPSEA and state therein the reasons why, in the opinion of the District, it is not possible to achieve the ratios which would otherwise apply.

- iv. Between June 16 and September 15, inclusive, the staffing plan may be referred to a joint committee of no more than 3 representatives of the District and no more than 3 representatives of the Local. Any Local believing its Board not to be in compliance with respect to meeting required ratios, may also call for and have a meeting of the joint committee. The joint committee shall meet within five working days of such referral and shall address whether or not it is possible to resolve any outstanding issues in order to achieve the non-enrolling/ESL ratios referred to in the Agreement.
- v. Where this process fails, either party, within 5 working days, may refer the matter to a mutually acceptable arbitrator from the agreed upon list for an expedited arbitration.
- vi. By September 30, the Ministry of Education shall communicate to School Districts, in writing, the level of funding the District will receive in each year to support increased levels of non-enrolling staffing.
- vii. By September 30 in each year of this agreement, each District shall submit to the Ministry with copies to the Local and the BCTF, the Staffing Formulae Implementation Plan detailing the actual staffing formulae for the categories identified in paragraphs 3 and 4 above.

[Note: Please refer to June 22, 199 Letter of Understanding #4 for list of agreed to arbitrators.)

7. The process set out in paragraph 6 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.
8. All provisions regarding non-enrolling teachers, in the previous Collective Agreement shall apply, except as modified by this article. Where the previous Collective Agreement provides for services, case load limits or ratios additional or superior to those established through this process, the services, case load limits or ratios from the previous Collective Agreement shall continue to apply.

ARTICLE D.5: REGULAR WORK YEAR FOR TEACHERS

1. The regular work year for teachers for 1993-94 and subsequent years shall be the school calendar provision of the School Act and Regulations. If either party believes there is a conflict between the School Act and Regulations, and this Article, pursuant to A.2.6, the parties shall meet to negotiate a mutually acceptable alternative that is not in conflict with the School Act and Regulations.

2. The annual salary established for employees covered by this agreement shall be payable in respect of the teacher's regular work year. The regular work year shall include:
 - (a) no fewer than five (5) days for professional development;
 - (b) no fewer than one (1) year end administrative day;
 - (c) one (1) full day and two (2) early dismissals after instruction of three hours for student assessment/evaluation and parent/teacher consultation for each formal reporting period.

All days in session shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays and Sundays, statutory holidays, winter break and spring break.

3. The days in session in the regular school year for the teacher shall include no fewer than five (5) non-instructional days for professional development. Scheduling for those days shall be jointly planned by the Superintendent of Schools and the CTA President. Scheduling is to include coordination of district-wide and school based non-instructional dates and shall be completed for the subsequent year by April 30th.
4. No teacher shall suffer loss of pay in the event of a Board ordered closure of a work site or a Board ordered cancellation of student attendance due to inclement weather or due to Acts of God. It is understood that a teacher so affected may be re-assigned to another work location.
5. The first day of winter break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1. If January 1 is a Sunday, then school shall reopen Tuesday, January 3. The first day of spring break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Tuesday following the fourth Monday in March.
6. Any work performed by employees covered by this agreement beyond the teacher's regular work year shall be voluntary and paid pursuant to Section B, Article 16.
7. If permitted in the new Regulation 8, teachers of Kindergarten (P1) shall be entitled to design and implement a gradual entry program involving altered hours and the phasing in of small groups of children. Such programs shall be completed within the first two (2) weeks of September.

ARTICLE D.6: HOURS OF WORK

1. Each full time elementary teacher's weekly instructional hours, exclusive of noon intermission, shall not exceed twenty-five (25) hours inclusive of
 - (a) ninety (90) minutes of preparation time

- (b) daily recesses.
- 2. Each full time secondary teacher's weekly instructional hours, exclusive of regular noon intermissions, shall not exceed twenty-seven and one-half (27 1/2) hours inclusive of
 - (a) twelve and one-half percent (12.5%) preparation time
 - (b) daily recesses, change periods and homerooms.
- 3. Preparation time for part time teachers of .4 class time or more shall be pro-rated.
- 4. Part time assignments in secondary schools shall normally be scheduled in consecutive teaching blocks.
- 5. For the purposes of the teacher's regular instructional assignment, each teacher shall be on the school premises at least fifteen (15) minutes prior to school opening in the morning, five (5) minutes prior to school opening in the afternoon and five (5) minutes after school closure in the afternoon. For the purposes of this clause, school opening shall be defined as the beginning of the teacher's regular instructional assignments and school closure shall be defined as the end of the teacher's regular instructional assignments.
- 6. The intent of the above shall be considered to be maintaining the status quo in this district.

ARTICLE D.7: DUTY FREE NOON INTERMISSION

No teacher shall be required to perform routine school supervision duties during the school's regularly scheduled noon intermission.

ARTICLE D.8: SUPERVISION DUTIES (OTHER)

As of the signing date of this contract, there shall be no increase to existing regularly scheduled supervision.

ARTICLE D.9: EXTRA CURRICULAR ACTIVITIES

- 1. Extra curricular activities and programs are defined as being those aspects of pupils' school life provided by teachers that are beyond the provincially and locally established curriculum.
- 2. While the Board and CTA agree that extra-curricular activities are an important aspect of school programs for pupils and encourage participation in extra curricular activities, it is recognized that extra curricular activities are assumed by a teacher on a voluntary basis.
- 3. For purposes of liability, while voluntarily involved in extracurricular activities, teachers shall be considered to be acting in the employ of the board and therefore covered by the Board's liability insurance.

ARTICLE D.10: AVAILABILITY OF TEACHERS ON CALL

1. Under normal circumstances, a Teacher On Call will be engaged when a teacher who registers a class is absent.
2. When for any reason the teacher is absent from a school for one-half (1/2) day or more, the Board shall employ a Teacher On Call to replace that teacher upon being informed of such absence.
3. Except in emergency situations, cover-off is voluntary, and as such, teachers, except Teachers On Call and those teachers whose assignment is that of permanent Teacher On Call, shall not be required:
 - (a) to perform the tuition or instructional duties of a teacher who is absent;
 - (b) to supervise the students of a teacher who is absent.

ARTICLE D.11: STAFF MEETINGS

1. The right of Administrative Officers to schedule staff meetings as provided for in the School Act Regulations is recognized.
2. Such meetings shall, whenever possible, be scheduled in advance, on regular dates.
3. Staff members shall have the right to submit items for the agenda. The agenda shall provide space for other business and it shall be circulated in advance.
4. Written minutes of staff meetings shall be kept and circulated to all staff members.
5. Such meetings should not occur during times when classes are in session.
6. Staff meetings shall not normally commence prior to one (1) hour before classes begin. Staff meetings will be convened as soon as practicable after dismissal of pupils and will not last longer than one and one-half (1 1/2) hours.
7. Staff meetings shall not occur other than during the work year.
8. There shall be a maximum of twelve (12) staff meetings per year.
9. Part-time and itinerant teachers shall attend staff meetings whenever practicable or when the staff meeting is contiguous with the instructional assignment.

ARTICLE D.12: TECHNOLOGICAL CHANGE

1. Technological change shall be defined as:
 - (a) the introduction by the employer into its work undertaking or business of equipment or material of a different nature or kind than that previously used by the employer in that work, undertaking or business, or
 - (b) a change in the manner, method or procedure, in which the employer carries on its work, undertaking or business that is related to the introduction of that equipment or material, but "technological change" does not include normal layoffs resulting from a decrease in the amount of work to be done.
2. When the Board prepares to effect a technological change that is likely to affect the terms and conditions or security of employment of teachers to whom this Agreement applies, it shall give notice of the technological change to the CTA at least ninety (90) days before the date on which the technological change is to be implemented.
3. Such notice shall be in writing and shall state:
 - (a) the nature of the change
 - (b) the date on which the Board proposes to effect the change
 - (c) the approximate number, types and location of CTA members likely to be affected by the change
 - (d) the anticipated effects the change may be expected to have on CTA members.
4. At least sixty (60) days prior to implementation the Board shall discuss with the CTA a process of implementation, including where feasible, retraining and/or alternate employment.
5. Where the Board introduces or intends to introduce a technological change that
 - (a) affects the term, conditions or security of employment of a significant number members of the CTA, and
 - (b) alters significantly the basis on which this Collective Agreement was negotiated, either party may refer the matter to an Arbitration Board in accordance with Article A.6.

ARTICLE D.13: HEALTH AND SAFETY

1. Classes shall be conducted only in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic, safe and conducive to effective learning. Any disagreement arising from this Article shall be

resolved by the grievance/arbitration procedure outlined in Section A.6.

2. Student medication procedures in district schools shall be as follows:
Except in emergency situations, teachers should administer (or supervise the self-administration of) medications to pupils only if the following conditions are met:
 - (a) The teacher voluntarily agrees.
 - (b) The medication is required while the child is attending school.
 - (c) A parent has requested the school's assistance and has signed a release concerning administration by the teacher.
 - (d) Written authorization has been received from an attending physician.
 - (e) The Public Health Nurse has been informed, and, where necessary, has provided the teacher with adequate instruction concerning the administration of the medication.

ARTICLE D.14: HEALTH AND SAFETY COMMITTEE

1. In accordance with Workers' Compensation Board Regulations, the Board shall maintain an Industrial Health and Safety Committee to be known as the Accident Prevention Committee.
2. The CTA shall appoint four (4) members to the Committee. One (1) shall be an Industrial Education teacher, one (1) shall be a secondary Science teacher and two (2) as determined by the CTA.
3. The Committee shall meet once a month from September to June inclusive with provision to hold special meetings when necessary.
4. Minutes of meetings shall be circulated to all Committee members, senior administrators, the Board, the CTA, CUPE Local 411, WCB and any others deemed appropriate by the Committee.

ARTICLE D.15: SPACE AND FACILITIES

The Board shall endeavour to provide in each school lunch room facilities sufficient to accommodate all CTA members in that school.

ARTICLE D.16: TEACHER ON CALL WORKING CONDITIONS

The Teacher On Call shall normally be required to assume only the duties of the teacher he/she is replacing.

ARTICLE D.17: ASSOCIATION INVOLVEMENT IN BOARD BUDGET PROCESS

1. Representatives of the CTA will continue to receive copies of all agenda of meetings of the

Board and will be entitled to attend and make representations at meetings (other than in camera meetings) at which budget decisions are formulated.

2. The CTA shall have the right to representation on any committee of educational partners that develops the budget for the School District, subject to Board policy.

ARTICLE D.18: BEGINNING TEACHERS

Where practicable, consideration shall be given to beginning teachers to help them in their adjustment to teaching. Consideration may include but not be limited to:

- (a) an instructional assignment that is appropriate to their experience.
- (b) a mentoring program that shall be
 - (i) voluntary for both the mentor and the new teacher, and
 - (ii) cooperatively developed between the Board and the CTA.
- (c) a joint committee with equal representation of the Board and the CTA shall have the responsibility for:
 - (i) monitoring the mentor program, and
 - (ii) recommending changes to the Superintendent of Schools.

ARTICLE D.19: HOME EDUCATION

1. A home schooled student is a child who is provided with an educational program solely by the parent and shall have access to educational services as provided in the School Act.
2. A teacher normally assigned responsibility for provision of educational services to home schooled students shall be a teacher with district educational support responsibilities.
3. A teacher assigned responsibility for provision of any educational service to one or more home schooled students shall be given reasonable time to enable him/her to provide such services.

ARTICLE D.20: MAINSTREAMING/INTEGRATION

1. The Board and the CTA agree that students with exceptional educational needs shall be served in regular classrooms in neighbourhood schools whenever possible.

2. Identification and Placement

- (a) For the purposes of this Article, "students with exceptional education needs" shall

include the following categories and any other categories subsequently designated by the Ministry of Education for Special Education:

- (i) Dependent Handicapped
 - (ii) Moderately Mentally Handicapped
 - (iii) Severely Handicapped
 - (iv) Physically Handicapped
 - (v) Visually Impaired (severe/profound)
 - (vi) Hearing Impaired (severe/profound)
 - (vii) Autistic
- (b) The identification and placement of the child to be integrated shall involve consultation and where possible, consensus among the teacher, parents, administrative officer, auxiliary professional personnel, the student (where applicable) and other appropriate personnel to consider appropriate educational and medical information and to jointly establish an educational program.
- (c) The School Based Team shall comprise:
- (i) potential receiving teacher(s)
 - (ii) the administrative officer
 - (iii) school or district professional personnel
 - (iv) other appropriate personnel,

and may make recommendations to the Superintendent or designate, regarding an educational and in-service programme. Where applicable the parent(s) and/or student may augment the school-based team.

These recommendations can include, but are not limited to:

(i) **In-Service - Professional Development**

Where practicable, time for appropriate professional development shall be arranged prior to placement of a student with exceptional educational requirements. Where such in-service occurs on weekends, or during vacation periods, the teacher shall receive time off in lieu or be paid at the rate of 1/200 of salary for each day of training.

(ii) **Resource Requirements**

After consultation between the school based team and the child's parent/guardian, the extent of human resources necessary to meet the needs of the child to be integrated shall be determined. Where practicable, arrangements for these resources to be available shall be made prior to placement.

(iii) **Teacher Assistants**

Appropriate teacher assistant time shall be allocated by District staff as recommended by the School Based Team to assist in the classroom in which the student with exceptional needs is placed.

(iv) Appropriately trained persons shall be responsible to administer medication, to perform medical procedures, to assist exceptional students with toileting and with changing for physical education, and to assist participation in special events during lunch and recess.

(v) **Facility and Equipment**

Appropriate needs related to the facility and equipment, such as provision of procedures for fire/earthquake drills or provision of intercommunication devices shall, where practicable, be in place prior to placement.

(vi) **Class Size and Composition**

Class size and composition shall be given consideration as per D.1.5 when classroom placement is to be determined for a student with exceptional needs. To ensure that all students receive adequate attention, only a reasonable number of students with exceptional needs shall be integrated into any one regular classroom at the same time.

(vii) The Individual Education Programmes for the exceptional child shall be jointly established by the teacher and administrative officer in consultation with the District personnel and the parent/guardian.

3. **Release Time**

On recommendation of the School Based Team and upon approval of Superintendent or designate, teachers of integrated children will be given release time from the instructional day, as required, to determine needs of students, to consult with other staff and/or resource persons and to evaluate programme effectiveness on an ongoing basis.

4. Normally, the Superintendent or designate shall, within two weeks of receiving the recommendations, inform the school based team of the actions to be taken regarding their recommendations.
5. If the Superintendent or designate decides that alternate placement is required, then the school based team shall be informed immediately.
6. Failure to implement approved recommendations in a reasonable time may be subject to grievance.

ARTICLE D.21: PARENT CONFERENCES

1. The Board and the CTA agree that there shall be at least three (3) formal written reports to parents and at least two (2) informal reports.
2. The required number and type of informal reports shall be discussed and determined at a scheduled staff meeting.

ARTICLE D.22: TEACHER REPORTS ON STUDENTS

1. The Board and the CTA agree that, after due consideration and consultation, the teacher will assign the final marks or grade to the student's records or profiles.
2. If student records or profiles are changed, the teacher will be advised and the record or profile will clearly indicate who has changed the record or profile.
3. If requested by the teacher, the Administrative Officer will provide reasons for the change.

SECTION E: PERSONNEL PRACTICES

ARTICLE E.1: NON-SEXIST ENVIRONMENT (P.C.E.1)

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

ARTICLE E.2: HARASSMENT/SEXUAL HARASSMENT (P.C.E.2)

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

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 behaviour 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 behaviour 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 1

The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express his/her feelings about the situation.

Before proceeding to Step 2, the complainant may approach his/her administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

b. Step 2

- 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 BCPSEA or a third party who shall have been named by prior agreement of the employer and the Local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

c. Step 3

- 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 EFAP services are fully utilized or where EFAP 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 3 of Article A.6 (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 behaviour 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.

ARTICLE E.3: POSTING AND FILLING VACANT POSITIONS

1. In this Article “vacancy” means a newly created teaching position or an existing teaching position for which there is a continuing need to which a teacher is not assigned. All teachers in the District are eligible to apply for all vacancies except those vacancies filled by teachers on the Recall List. A teaching position filled by a temporary appointee does not become a vacancy on expiration of the temporary contract if that temporary appointee is re-engaged and assigned to that position.
2. The Board will undertake to make vacancies or possible vacancies known to all potential candidates through a variety of internal and external advertising. During the regular work year the Board shall post notices of vacancies as soon as they become known in all work sites where teachers are assigned and at the District Office. A copy will be forwarded to the CTA office. At times other than the regular work year, notices of vacancies will be posted in the District Office with a copy forwarded to the CTA office.
3. All vacancies covered by this Agreement will be posted for a period of five (5) teaching days during the work year and seven (7) days during the summer prior to the deadline for applications. Postings shall include at least:
 - (a) identification of the work site;
 - (b) description of the position to be filled;
 - (c) type of contract (continuing or temporary);
 - (d) effective date and, if applicable, end date; and

- (e) closing date for applications.
4. Postings shall not include references to extra-curricular activities.
 5. Vacancies created by Leaves of Absence including Maternity/Paternity Leave shall be posted and filled by temporary appointment. On return from leave, the teacher shall be assigned to the same position held prior to taking the leave, however his/her assignment may not be identical to his/her previous assignment.
 6. The Board shall fill a vacant position from the applicants in the priority set out below on the basis of qualifications (Article C.7.4) and ability. Where qualifications and ability are equal, length of service shall be the governing factor.
 - (a) Continuing appointees transferred on the initiative of the Board under the provisions of Article E.4.
 - (b) All Continuing teachers on full time or part time appointment, and those on the recall list, and Administrative Officers whose appointments as an Administrative Officer have been terminated for other than just cause and who have not otherwise been placed in a teaching position under Section 21 of the School Act.
 - (c) Teachers who have been employed by the Board on temporary contracts in the ten (10) teaching months preceding his/her application and Teachers On Call who have taught fifty (50) days or more in the ten (10) teaching months preceding his/her application.
 - (d) Other applicants.
 7.
 - (a) When a vacancy occurs for a continuing position it shall be posted as soon as it becomes known. The assignment within the position in September may not be identical to the assignment in the posted position.
 - (b) When a vacancy occurs for a temporary position, it shall first be offered to teachers on recall, as per Article C.7 Layoff Severance, Recall. If a position is not filled through that process, or there are no teachers on recall, the temporary position shall be posted.
 8. When a vacancy has been posted and filled by a continuing teacher, but due to unforeseen circumstances the position ceases to exist before its effective starting date, the continuing teacher shall have the right to return to his/her previous position.
 9.
 - (a) The successful applicant to a posted continuing position shall assume that position at the beginning of the next school year. However, if there is mutual agreement between the parties, the applicant may assume the position at an earlier date. If the successful applicant does not immediately fill the vacancy, the Board shall fill the vacancy by temporary appointment.

- (b) Applicants shall indicate on their application that they want to be considered for the continuing position and/or a temporary position.
 - (c) Teachers on continuing contract may apply for and receive a temporary appointment and at the expiration of the temporary appointment shall be given priority of E.3.6 (b) in applying for posted positions and should they be unsuccessful in obtaining a subsequent position through the posting and filling procedures they may be laid off and placed on the recall list in accordance with Articles C.7.6.a and C.7.7.
10. The successful applicant for the position referred to in E.3.6.a shall be subject to Article E.4.5 and any Board initiated transfer.
 11. Any verbal offer of appointment or transfer to a vacant position shall be confirmed by the teacher upon receipt of the Human Resources Division's written offer. This will normally be done within forty-eight (48) hours.
 12. Any verbal offer of appointment or transfer to a vacant position shall be confirmed by the Human Resources Division upon receipt of the teacher's written acceptance and all necessary documentation. This shall normally be done within forty-eight (48) hours of the applicant's receipt of the written offer.

ARTICLE E.4: TRANSFER AND ASSIGNMENT

1. The Board and the CTA agree that the transfer and assignment of staff is the responsibility of the Board, subject to the provisions of this Agreement.
2. A teacher who seeks a transfer shall do so by application to posted positions pursuant to Article E.3. The onus rests with the present CTA employees to ensure the Superintendent's office is kept advised of their current personal professional aspirations and preferences for assignment.
3. **Board Initiated Transfer**
 - (a) A Board official intending to recommend a transfer shall:
 - (i) Give consideration to the teacher's professional and personal goals and wherever possible obtain the teacher's agreement to the transfer.
 - (ii) Meet with the teacher at least fourteen (14) days prior to the recommendation being placed before the Board. The nature of the transfer, and the reasons for it shall be communicated to the teacher.

- (iii) Permit the teacher to be accompanied by a member of the CTA. The teacher shall have the opportunity to consider the matter and reply before the recommendation is placed before the Board.
- (b) Within seven (7) days of being notified that the decision to recommend a transfer is confirmed, the teacher shall have the right to meet with the Board with a CTA representative present.
- (c) When the decision to transfer a teacher has been made, the transferred teacher and the President of the CTA shall be notified, in writing, of the decision and the reasons for it.
- (d) When the Board transfers a teacher to a significantly different grade level or subject area, the Superintendent and the teacher shall jointly determine, and the Board shall provide, the necessary resources for retraining.
- (e) Transfers initiated by the Board shall be completed no later than May 15 in a school year for the next school year, save when they are necessitated by circumstances not reasonably known to the Board by April 30 in such year.

4. **Transfer Initiated For Reasons of Projected Enrolment Decline**

- (a) Prior to any transfers required due to a decline in school enrolment or decreased requirements in a program area, the Administrative Officer shall consult with staff and take into consideration the educational program of the school and the personnel necessary to carry out the program for the ensuing school year.
- (b) When a teacher must be transferred, and no teacher volunteers to transfer, the teacher(s) on the school staff with the least seniority in the District will be designated for transfer and the name(s) of this teacher(s) will be forwarded to the Superintendent.
- (c) If the position held by the least senior teacher is considered essential for the school program by the Administrative Officer, in consultation with the staff, and the least senior teacher is academically qualified to teach that program then the position held by the next least senior teacher may be determined as excess and that teacher may be designated for transfer.
- (d) A teacher, who is transferred for reasons of projected enrolment decline, position reduction or other such factor, shall have the opportunity of returning forthwith to the position previously held in the event that the projected factors do not actually materialize.

5. **Assignment - In School**

Assignment within a school shall be based on the qualifications, training, experience and personal preference of the teacher and equitable distribution of the workload.

ARTICLE E.5: EVALUATION OF TEACHING

1. The purpose of evaluation is to assess teacher competence and reinforce quality education.
2. A teacher should normally be reported on during the year of the initial appointment to the District, once every five years thereafter, or upon request of the teacher, Superintendent or Administrative Officer.
3. All reports on the work of a teacher shall be formal written reports.
4. At least thirty (30) days prior to commencing observations, the evaluator shall meet with the teacher and invite agreement on the purpose and the timespan of the evaluation and the criteria and standards to be applied. At least five (5) days prior to commencing observations, the evaluator will discuss the schedule of observations with the teacher. (The criteria shall be those stated in Local Appendix B.)
5. The evaluation of a teacher shall not be based on aspects of the learning situation over which the teacher does not have both responsibility and control.
6. Each report shall normally be based on not less than three (3) or more than six (6) personal observations which reflect the teacher's assignment. The process shall normally not exceed two (2) months. The report shall be filed by May 31 of that year unless the teacher agrees on a later date.
7. Involvement or non-involvement in extra-curricular activities and participation in union activities or matters not directly related to the general work of a teacher are outside the scope of evaluating and reporting on the work of a teacher.
8. Periods chosen for observation should not be at inappropriate times such as those immediately preceding or following breaks for holidays periods, when the teacher is returning to work after a protracted absence, when activities are occurring within the school which substantially disrupt the normal classroom or school program. The teacher shall have the opportunity to select at least two (2) of the observation times.
9. Following each observation, the evaluator shall normally discuss with the teacher his/her observations and impressions. Such observations and impressions shall, where practicable, be further provided to the teacher in the form of a written commentary within forty-eight (48) hours of the observation.
10. Each formal report by the Superintendent, Assistant Superintendents, and Administrative Officers including principals, vice principals and directors of instruction shall be based on the most recent observations and assessments and not on those used in previous reports. In the case where a teacher has a reasonable apprehension of bias, the

Superintendent may determine that the report is to be written by another appropriate evaluator.

11. Reports shall note the teacher's area of professional training, experience and current assignment and shall contain a statement of the writer's assessment of the overall teaching performance and the general work of the teacher. Reports shall reflect any discrepancy between the teacher's assignment, professional training and preference of teaching subjects and grades.
12. The content of a teaching report shall be specific and an objective description of teaching performance. Judgments shall be adequately substantiated.
13. The teacher shall be given a draft copy of a report at least forty-eight (48) hours prior to preparation of the final copy so that the teacher may have the opportunity to point out factual errors or omissions. The teacher shall have the opportunity of meeting with the evaluator in the company of a third person to propose changes to the draft. The evaluator shall make every effort to ensure accuracy and to reach agreement on the report with the teacher prior to filing the final report.
14. Any written report that identifies weaknesses shall include constructive suggestions for improvement.
15. In the event of a less than satisfactory report the teacher and evaluator shall jointly develop any necessary plan of action. The plan of action shall be completed before another report is initiated.
16. The CTA shall be notified of any less than satisfactory report unless the teacher in writing requests otherwise.
17. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report.

ARTICLE E.6: NO DISCRIMINATION

1. The Board and the CTA subscribe to and shall follow the principles of the Human Rights Act of British Columbia which prohibits discrimination as of the date of this Agreement on the following grounds: race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, sex or age of that person, or because of parenthood, sexual orientation, or because of his/her conviction for a criminal or summary conviction charge that is unrelated to the employment or to the intended employment of that person.
2. The Board agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any teacher for reason of membership or activity in the CTA.

ARTICLE E.7: PERSONNEL FILES

1. There shall be only one personnel file kept at the District Office for each teacher.
2. Teacher personnel files shall be kept in secure storage. Access to the files is to be authorized to appropriate district personnel by the Superintendent or designate.
3. After receiving a request for an appointment during normal business hours, the Superintendent or designate shall grant access at a mutually acceptable time to any teacher wishing to see his/her file.
4. All files shall be reviewed in the presence of the Superintendent or designate. A teacher may be accompanied by an individual of the teacher's choice.
5. Upon agreement of the Superintendent, or designate, and the teacher, material will be removed from the teacher's file.
6. The Board agrees that only materials substantiated and material relevant to the employment of the teacher shall be maintained in personnel files. Copies of material critical of the teacher shall be provided to that teacher. Upon request, copies of other material will be provided to the teacher. Teachers may have the opportunity to attach a written response to any material on file.
7. Any information that is entered in the District file, other than standard administrative documents, shall be dated and signed by both the employee and the Board official to note placement in said file. A copy of the material shall be given to the employee.
8. Teacher files at the school level shall be governed by the same procedures as are District files. In this case, the school Administrative Officer will act as the Superintendent's designate.
9. Teacher files at the school level shall be destroyed or amalgamated with District Office personnel files when the teacher leaves that school.

ARTICLE E.8: FALSELY ACCUSED EMPLOYEE ASSISTANCE

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising their duties as employees of the Board, and
 - (a) an investigation has been undertaken by the Board and the Board has determined the accusation is not true, or
 - (b) an arbitrator finds the accusation to be false, or
 - (c) a court acquittal is not followed by an arbitrator's decision upholding the accusation,

the teacher shall be entitled to the following:

2. The teacher and the teacher's family shall be entitled to assistance provided through the Employee and Family Assistance Program to deal with any negative effects of the allegations.
3. When requested by the teacher, the teacher shall be assisted by the Board in assuring successful return to teaching duties. The assistance can include:
 - (a) any necessary short term leave of absence with pay, as determined by the Superintendent
 - (b) priority for transfer to a vacant position, as though transfer was Board initiated (E.4.3)
 - (c) provision of factual information (approved by the teacher and/or the teacher's representative) to parents of the school community by the Board.
4. The teacher may apply to the Board for indemnification of any costs associated with the allegations, arising out of the performance of his other duties to the Board.

5. When the Board has concluded that the allegation is mischievous or malicious then it will consider consequential discipline where the accuser is a student of or an employee of the school district and will consider appropriate action where a parent is involved.

ARTICLE E.9: SCHOOL ACT APPEALS

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:
 - (a) the employee and the Association shall immediately be notified of the appeal and shall be entitled to receive all documents relating to the appeal;
 - (b) 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 Association; and
 - (c) the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
2. It is the normal expectation of the Board and the Board shall request that the pupil and/or parent/guardian will have directly communicated the cause for the appeal to the employee prior to filing the appeal.
3. No decision or By-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this agreement, or deprive the employee of any right, benefit or process otherwise provided by law.

SECTION F: PROFESSIONAL DEVELOPMENT

ARTICLE F.1: PROFESSIONAL DEVELOPMENT FUNDING AND CONTROL

1. The Board and the CTA recognize that:
 - (a) providing opportunities for professional development is a shared responsibility
 - (b) activities which promote and foster professional development of teachers shall be covered in this Article.
2. There shall be a professional development Fund which is jointly administered by the Superintendent or designate and the CTA Professional Development chairperson or designate.
3. There shall be a Joint Professional Development Committee comprised of six (6) CTA members and three (3) representatives of the Board, chaired by a CTA member.
4. This joint Committee shall administer professional development activities in the District.
5. This Joint Committee shall be guided by the following principles:
 - (a) Teacher participation in professional development activities is voluntary, except during non-instructional days set aside for professional development.
 - (b) A needs assessment is the most appropriate starting point in planning a professional development program.
 - (c) Professional development programs shall include adequate resources, time and organizational support.
 - (d) Opportunities for professional development shall be distributed as widely as possible.
6. It shall be the responsibility of the Joint Committee to allocate available funds for school-based professional development, to set aside a contingency fund to meet special needs, to consider requests for additional funds from schools in which all allotted funds have been used, and requests from Teachers On Call in the employ of the Board. The Committee shall establish its own guidelines in these matters.
7. Each school shall have a Professional Development Committee of which an Administrative Officer is a member and which is chaired by a CTA member. Where practicable this Committee shall be elected.
8. The School Committee shall adhere to the principles in Article F.1.5.

9. The School Committee shall plan school-based professional development activities and approve expenditure of allocated professional development funds.
10. Effective July 1, 1992, the Board shall contribute annually to the Professional Development Fund eighteen one hundredths percent (.18%) P.A. Max per F.T.E. (as of September 30) and the CTA shall contribute seven one hundredths percent (.07%) P.A. Max per F.T.E. (as of September 30).
11. Effective July 1, 1992 the Board will annually provide six one hundredths (.06%) P.A. Max per F.T.E. (as of September 30) to increase the Professional Development Fund to offset substitute or other professional development related costs.
12. The CTA recognizes that the principal has the authority to authorize teacher absence from regular duties for professional development.
13. Unused funds at both District and school levels shall be carried over to the next year.
14. This Article shall not preclude the Board from providing curriculum implementation activities, however, the Professional Development Fund shall not be required to finance curriculum implementation.

ARTICLE F.2: NON-INSTRUCTIONAL DAYS

1. Five (5) of the non-instructional days in the School Calendar shall be used for teacher professional development activities.
2. Non-instructional days shall be considered as instructional days for salary purposes.

ARTICLE F.3: CURRICULUM IMPLEMENTATION

1. The Board accepts responsibility for providing the resources necessary for implementation of curriculum prescribed locally or provincially.

Accordingly, when new curriculum is being introduced to the School District, a Joint Committee of equal representation of the Board and CTA shall be established to make recommendations to the Superintendent, with respect to, but not limited to the following:

- (a) time considerations
- (b) in-service
- (c) material requirements
- (d) professional support
- (e) implementation approach (i.e. pilot project, evaluation, etc.)

2. The Board will pursue development of a First Nations curriculum with the local First Nations representatives. The Board will involve members of the CTA in this development process.

ARTICLE F.4: ACCREDITATION/SCHOOL ASSESSMENT

1. The Board and the CTA recognize the value of teachers' participation in Ministry prescribed accreditation and other school assessments.
2. District staff will recommend to the Board after consultation with school staff and Administrative Officers, the resources required to effectively administer an accreditation or assessment, including, but not limited to:
 - (a) staff release time to carry out all aspects of the accreditation process;
 - (b) additional secretarial and research assistance;
 - (c) translation and printing services for schools with non-English speaking populations;
 - (d) additional non-instructional days;
 - (e) appropriate technology.
3. Implementation of recommendations arising from an accreditation or assessment shall occur through consultation between District staff and the school's Administrative Officers and teachers.
4. Any external accreditation/assessment report shall be provided only to the school staff concerned, district staff, Board and the Ministry of Education.
5. An elementary accreditation process is voluntary.

ARTICLE F.5: PROFESSIONAL AUTONOMY

1. The Board recognizes and respects the professionalism of teachers covered under this collective agreement. Teachers have the professional right and the professional responsibility to determine instruction in classes within the following criteria:
 - (a) Teaching methods shall be consistent with recognized effective educational practices;
 - (b) Provincially prescribed and authorized and Board authorized locally developed curricula shall be followed;
 - (c) Resources used shall include those Provincially prescribed, authorized or locally determined;

- (d) Professional Autonomy does not infringe upon the Board's right to determine effectiveness of instruction in accordance with Article E.5.

SECTION G: LEAVES

ARTICLE G.1: SICK LEAVE

1. Sick leave means the period of time a teacher is permitted to be absent from work with full pay by virtue of being sick or disabled, or under medical treatment, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
2. **Entitlement**
 - (a) Full-time teachers will be subject to the full sick leave provisions stated herein.
 - (b) Part-time teachers shall receive sick leave prorated in accordance with percentage of full-time assigned.
3. Over and above current accumulated sick leave teachers shall be entitled to accumulate a maximum of fifteen (15) working days each year calculated at the rate of one and one-half (1 1/2) days per month.
4. Fifteen days of sick leave shall be advanced to each teacher at the beginning of each school year in September.
5. Teachers commencing employment with the Board during the year shall have advanced to them the quota of sick leave benefits which would accrue to them for the balance of the school year.
6. The Board will furnish to each teacher by October 1 each year a statement showing the amount of his/her earned and accumulated unused sick leave and thereafter monthly.
7. If a teacher leaves the employ of the Board and subsequently resumes a position as a teacher with the Board, the teacher shall have immediate credit of the balance of all sick leave remaining to the credit of the teacher at the time of resignation.
8. In the event a teacher leaves the employ of the Board prior to the conclusion of the school year, sick leave will be reconciled and any necessary adjustments deducted from the final pay cheque.
9. The maximum number of days of sick leave that may be used in any school year shall not exceed one hundred twenty (120) days.
10. A medical certificate may be required by the Superintendent as proof of sickness. Such request will be made, where possible, when the teacher reports sick or during his/her period

of illness. The Board will pay the cost upon presentation of the bill, of any such certificate that it requests.

11. It shall be the responsibility of the teacher to report usage of sick leave to the Superintendent in accordance with procedures established by the Superintendent. Failure to follow reporting procedures may jeopardize the teacher's right to this benefit unless extreme circumstances can be shown which made reporting impossible.

ARTICLE G.2: MATERNITY LEAVE

1. Short-term Maternity Leave:

- (a) Teachers shall give reasonable notice when applying for Maternity Leave. The application for leave shall state the expected date of birth. The teacher should also state the intended dates for the beginning and ending of the leave.
- (b) Teachers are entitled to Maternity Leave without pay for a maximum of eighteen (18) consecutive weeks, or a shorter period if requested by the teacher. Leave may commence a maximum of eleven (11) weeks immediately before the estimated date of birth but at a later date if the teacher requests.
- (c) If a teacher wishes to return to work during the six (6) weeks following birth, that request must be supported by a medical certificate stating that the teacher is able to resume work.
- (d) While a teacher wishing to return to work prior to the intended date of return may do so by submitting a written application giving a minimum of one (1) week's notice, at least one (1) month's notice is preferred. Those intending to return to work in September shall notify the Board prior to the end of May.
- (e) In the case of incomplete pregnancy, and where written application accompanied by a certificate of medical practitioner, stating that the teacher is able to resume work is made by the teacher, return to duty will be authorized by the Superintendent with one (1) week's notice.
- (f) A teacher returning to duty on the expiration of maternity leave shall be reinstated in the position previously occupied, or in a comparable position and with all increments to wages and benefits to which the teacher would have been entitled had the leave not been taken.
- (g) The Superintendent may require a teacher to immediately commence a leave of absence where the duties of the teacher cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the teacher provides a certificate from a medical practitioner stating that she is able to perform her duties.
- (h) In the case of teachers on temporary appointment, maternity leave shall terminate at the conclusion of the temporary appointment.

- (i) While on maternity leave an employee shall retain her full employment status and rights, and shall accumulate all benefits under this Collective Agreement. Any voluntary extension beyond the period of maternity leave shall be deemed leave of absence and would not be credited to her teaching experience.
- (j) While an employee is on maternity leave the employer shall continue to make all normal contributions towards the employee's benefits.

2. **Extended Maternity Leave**

- (a) Teachers granted leave under paragraph 1 (a) who choose not to return to work at the expiration of that leave may apply for extended maternity leave, four weeks prior to the start of a term or by May 31 in respect to leave expiring on June 30.
- (b) Leave shall be granted upon request for a period of up to maximum of twenty school months, under the terms of Extensive Leave, Article G.11, with return to coincide with the commencement of a term.
- (c) Teachers returning from extended maternity leave shall do so at the commencement of a term and shall confirm with the Board four weeks in advance except in respect to leave expiring June 30 where confirmation shall be given by May 31. On return from leave, the teacher shall be assigned to the same position held prior to taking the leave, however his/her assignment may not be identical to his/her previous assignment.

3. **Use of Sick Leave**

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

4. **Supplemental Unemployment Benefits on Maternity Leave**

- (a) When a pregnant teacher takes the maternity leave to which she is entitled pursuant to the Employment Standards Act, the Board shall pay the teacher
 - (i) Ninety-five percent (95%) of her current salary for the first two (2) weeks of the leave, and, where the teacher is eligible to receive UIC maternity benefits:
 - (ii) the difference between seventy-five percent (75%) of her current salary and the amount of UIC maternity benefits received by the teacher, for a further fifteen (15) weeks.
- (b) The Board agrees to enter into the Supplemental Employment Benefit (SUB) Plan agreement required by the Unemployment Insurance Act in respect of such maternity payment.

ARTICLE G.3: PARENTHOOD LEAVE

A teacher with a dependent child shall, at the discretion of the Board, be granted a parenthood leave of absence without pay under the terms of Extensive Leave, Article G.11. The discretion of the Board shall be exercised reasonably.

ARTICLE G.4: BIRTH OR ADOPTION LEAVE

On the birth of a child or in the case of adoption or legal guardianship, the teacher who is not in receipt of benefits under G.2.4 may apply for and shall be granted leave with pay up to a maximum of two (2) days. The length of the leave shall be at the discretion of the Board, but its discretion shall be exercised reasonably.

ARTICLE G.5: COURT APPEARANCES

1. The Superintendent shall grant leave of absence at no loss of salary to a teacher who serves as a juror or witness in a court. Any fees in lieu of pay received by the teacher for such service are to be remitted to the Board.
2. The Superintendent shall grant leave of absence at daily cost of a substitute to a teacher who is appearing in court as a plaintiff or defendant.

ARTICLE G.6: EDUCATION LEAVE

1. Long-Term Leave

Long-term leave may be granted for educational purposes in accordance with Article G.11.

2. Short-Term Leave

- (a) The Superintendent shall grant leaves of absence for teachers for participation in in-service, conferences or CTA business in accordance with the terms and conditions of this agreement.
- (b) The Superintendent shall grant leave of absence at the daily cost of a substitute to a teacher for the purpose of writing an examination.
- (c) The Superintendent shall grant up to one (1) day leave of absence at no loss of salary to a teacher for the purpose of receiving a degree.
- (d) The Superintendent may grant up to ten (10) days leave of absence at the daily cost of a substitute to a teacher for the purpose of attending summer sessions.

ARTICLE G.7: BEREAVEMENT LEAVE

1. The Superintendent shall grant up to five (5) days leave of absence without loss of salary to a teacher in the case of the death of a spouse, child, parent, son-in-law, daughter-in-law, grandchild, or any other person living in the same household.
2. The Superintendent, in his/her discretion, shall grant up to three (3) days leave of absence without loss of salary to a teacher in the case of the death of a grandparent, brother, sister, aunt, or uncle or like in-law. The discretion shall be exercised reasonably.
3. Extensions to bereavement leave may be granted with pay less the cost of the substitute upon written request to the Superintendent.
4. The Superintendent may grant up to one (1) day leave of absence without loss of salary in the event of the death of a relative not defined above or a friend of the teacher for the purpose of attending the funeral.

ARTICLE G.8: EMERGENCY LEAVE FOR FAMILY ILLNESS

1. The Superintendent, in his/her discretion, shall grant up to three (3) days leave of absence without loss of salary to a teacher in the case of serious illness of a spouse, child, parent, brother or sister. The discretion shall be exercised reasonably.
2. The Superintendent may authorize extensions of such leave at the daily cost of a substitute.

ARTICLE G.9: DISCRETIONARY LEAVE

The Superintendent shall grant a leave of absence to a teacher twice annually at no loss of salary except for the daily cost of a substitute, subject to the availability of substitutes.

ARTICLE G.10: PUBLIC OR CIVIC DUTY LEAVE

1. Recognition

The Board recognizes the right of a teacher to participate in public affairs.

2. Leave for Candidate

- (a) When a teacher is nominated as a candidate and applies for a leave of absence to contest a Provincial or Federal election, the teacher shall be granted leave of absence without pay during the election campaign.

- (b) When a teacher is nominated as a candidate and applies for a leave of absence to contest a Municipal or Regional election, the teacher shall be granted leave of absence without pay for a maximum of five (5) working days.

3. **Public Duties**

- (a) Teachers elected as Members of Parliament or Members of the Legislative Assembly shall be granted leave of absence without pay for the full term of the teacher's mandate. The teacher shall pay the full cost of any benefits maintained during the leave of absence. The period of leave would not be credited to a teacher's teaching experience.
- (b) Upon completion of the final term for which a teacher is elected, the leave of absence is deemed to be complete.
- (c) Teachers elected or appointed to municipal office, regional district or public board for which remuneration is received shall be granted leave of absence, at the cost of a substitute, of up to ten (10) days in any one school year. Additional leave of absence may be approved by the Board.
- (d) Teachers taking a leading part in a community service for which they receive no remuneration may be granted, at no cost or at the cost of a substitute, leave of absence on special occasions to attend functions connected with that activity.

ARTICLE G.11: EXTENSIVE LEAVE OF ABSENCE

1. **General**

- (a) Members of the teaching staff may wish extensive leave of absence for a variety of reasons including compassionate and personal leaves, or professional development.
- (b) on the recommendation of the Superintendent, extensive leave may be granted by the Board to any member of the teaching staff.
- (c) Partial leave may be granted to permit a full-time teacher on continuing contract to accept a part-time position.

2. **Conditions**

- (a) Leave in ordinary circumstances will be granted for no longer than two (2) years.
- (b) Leave shall be without pay but the teacher shall be entitled to continuation of all employee benefits provided that it shall be at no cost to the Board. The period of leave would not be credited to a teacher's teaching experience, except for those extensive leaves in Article B.10.1.(f).

- (c) Leave must normally be requested at least two (2) teaching months before it is to take effect.
- (d) Application shall be made in writing to the Superintendent and must specify the reason for the request and the dates of commencement of leave and of return to duty.
- (e) A teacher returning from leave in September must provide the Superintendent with written confirmation of his/her intention to return and his/her teaching preferences before April 1st of that year. A teacher returning at other times must provide this information two (2) months before the anticipated date of return. If this information is not provided, an appropriate position may not be immediately available upon return. In such circumstances the teacher is guaranteed assignment to the first (1st) available appropriate position.
- (f) On return from leave, the teacher shall be assigned to the same position held prior to taking the leave, however his/her assignment may not be identical to his/her previous assignment.

ARTICLE G.12: WORKERS' COMPENSATION BOARD BENEFITS

1. Where a teacher is absent due to compensable injury and is in receipt of Workers' Compensation Board benefits, the Board will receive such benefit and shall pay the teacher's regular salary provided that the teacher has sick leave to his/her credit. The sick leave credit shall be reduced by the difference between the teacher's regular pay and the Workers' Compensation Board benefit.
2. When the sick leave credit is exhausted, the teacher will receive the Workers' Compensation Board benefit only. The amount of Workers' Compensation Board benefit received by the Board shall not be reported as taxable income on the teacher's T4 statement.
3. Subject to Workers' Compensation Board Act and Regulations, 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 disablement.

ARTICLE G.13: DEFERRED SALARY PLAN

1. The Board shall administer the Deferred Salary Plan as determined by separate agreement.
2. During the period of leave, the teacher shall continue to receive medical, extended health, group life insurance and dental benefits in accordance with the Deferred Salary Plan.
3. On return from leave, the teacher shall be assigned to the same position held prior to taking the leave if practicable or a different assignment mutually agreed upon.

4. The Deferred Salary Plan shall be governed by a Deferred Salary Leave Plan Committee composed of three (3) members appointed by the CTA and three (3) members appointed by the Board. The committee shall select a chairperson from amongst its members.
5. The committee shall resolve any matter referred to it regarding the operation of the Deferred Salary Plan, including the selection and election of an eligible investor for the deferred amounts.

APPENDIX A**Basic Salary Scale March 1, 1998 to March 30, 2000**

Years	CERTIFICATION LEVEL				
	EB	3/EA	4/PC	5/PB	6/PA
0		32,488	32,955	35,737	39,472
1		33,998	34,562	37,593	41,485
2		35,479	36,169	39,450	43,498
3		36,840	37,776	41,306	45,511
4		38,199	39,383	43,162	47,524
5		39,560	40,990	45,019	49,536
6		40,920	42,597	46,875	51,549
7		42,280	44,204	48,731	53,562
8	43,640	43,640	45,811	50,588	55,575
9		45,001	47,417	52,444	57,588
10		46,360	49,024	54,301	59,601
11			50,631	58,013	63,627
Base		32,488	32,955	35,737	39,472
Increment			1,607	1,856	2,013

Basic Salary Scale April 1, 2000 to June 30, 2001

Years	CERTIFICATION LEVEL				
	EB	3/EA	4/PC	5/PB	6/PA
0		33,138	33,614	36,452	40,261
1		34,678	35,253	38,346	42,315
2		36,189	36,892	40,239	44,368
3		37,577	38,531	42,132	46,421
4		38,963	40,170	44,026	48,474
5		40,351	41,810	45,920	50,527
6		41,738	43,449	47,813	52,580
7		43,126	45,088	49,706	54,633
8	44,513	44,513	46,727	51,600	56,686
9		45,901	48,365	53,493	58,739
10		47,287	50,005	55,387	60,793
11			51,644	59,173	64,900
Base		33,138	33,614	36,452	40,261
Increment			1,639	1,894	2,053
% Increase		2%			

APPENDIX B

EVALUATION CRITERIA

1. The Board and CTA recognize the importance of evaluation being based on established criteria.
2. The indicators describing the criteria below are broad guidelines only, intended to assist the teacher and evaluator. It is understood that not all of these indicators can be applied to all teachers and teaching situations, all of the time.
3. The criteria and descriptors below are not priority ordered, nor are they intended to supersede the articles of the School Act, the Board-CTA contract, or the Code of Ethics of the BCTF.

- ***CRITERION 1 EFFECTIVE TEACHERS ARE SKILLED MANAGERS***

The teacher plans with definite purposes and clear objectives in mind, communicates those purposes and objectives to the students, and assesses the immediate results and long-term outcomes in terms of these purposes and goals.

Possible indicators for discussion and assessment

1. The teacher establishes a variety of procedures for assessing student performance and communicates these procedures clearly to students, parents, and other personnel.
2. The teacher utilizes the results of student assessments to plan for future instruction.
3. The teacher clearly defines the assessment criteria to be used, interprets the results and communicates this information to students, parents and other personnel.
4. The teacher maintains appropriate, accurate records of student achievement and attendance, and reports to parents.
5. The teacher endeavours to incorporate the goals of the school and community in the planning process.
6. The teacher ensures that student progress is communicated to parents as often as circumstances warrant.

- ***CRITERION 2: EFFECTIVE TEACHERS
 EMPLOY CLASSROOM MANAGEMENT TECHNIQUES***

The teacher practices classroom management conducive to the immediate educational objectives and the learning environment of the school.

Possible indicators for discussion and assessment

1. The teacher encourages a positive teaching/learning environment.
2. The teacher encourages the student to assume responsibility for their own behaviour, to practice self-discipline, and to develop a positive self-concept.
3. The teacher establishes fair and consistent routines and clear expectations for student

- conduct.
4. The teacher fosters and encourages mutual respect.
 5. The teacher is adept at monitoring several classroom activities.

- ***CRITERION 3: EFFECTIVE TEACHERS
UTILIZE INSTRUCTIONAL SKILLS***

The teacher demonstrates, in his or her performances, knowledge and skills in designing and conducting an instructional experience.

Possible indicators for discussion and assessment

1. The teacher identifies and teaches to clear objectives, and designs instruction experiences appropriate for the level and curriculum.
2. The teacher utilizes principles of learning in helping students achieve objectives.

- ***CRITERION 4: EFFECTIVE TEACHERS HAVE HIGH,
REALISTIC STUDENT EXPECTATIONS***

With due consideration for individual differences, the teacher attempts to involve students in experiences and activities designed to develop skills, to stimulate thought, to foster higher-level thinking and to encourage the student's belief in his/her own abilities.

Possible indicators for discussion and assessment

1. The teacher assesses individual differences and uses appropriate instructional resources to meet individual needs.
2. The teacher takes into account extenuating circumstances which may impact on student performance and progress.
3. The teacher encourages students to assume responsibility for their own learning
4. The teacher ensures that assigned homework is relevant and fair.

- ***CRITERION 5: EFFECTIVE TEACHERS EMPLOY
POSITIVE INTERPERSONAL COMMUNICATION SKILLS***

The teacher demonstrates and encourages others to employ positive, inter-personal communication skills to establish a safe, cooperative and mutually supportive learning environment.

Possible indicators for discussion and assessment

1. The teacher listens empathetically, to students, parents and colleagues.
2. The teacher respects the confidential nature of information.
3. The teacher recognizes the place of humour.
4. The teacher demonstrates genuineness, interest and concern.
5. The teacher understands the role of constructive feedback in fostering a positive, learning

environment.

6. The teacher understands that encouragement is an important component of any positive interpersonal skills.

- **CRITERION 6: EFFECTIVE TEACHERS PROVIDE
A STIMULATING, EDUCATIONAL ENVIRONMENT**

The teacher encourages the intellectual, social, emotional and physical development of students by providing opportunities for questioning, speculation and originality through a variety of instructional techniques.

1. The teacher provides a secure atmosphere and environment in which it is safe to take risks, make mistakes, express divergent ideas and be creative.
2. The teacher involves the students in experiences and activities designed to develop cooperation and to stimulate higher-level thinking.
3. The teacher encourages independent thinking.
4. The teacher recognizes the role of enthusiasm, humour and imagination.

- **CRITERION 7: EFFECTIVE TEACHERS ARE PROFESSIONALS**

The teacher demonstrates, in his or her performance evidence of having a theoretical background and knowledge of the principles, ethics and methods of teaching and commitment to education as a profession.

Possible indicators for discussion and assessment

1. The teacher is receptive to new ideas and suggestions for improving his/her teaching skills.
2. The teacher is involved in on-going professional development appropriate to subject area and interest.
3. The teacher communicates with colleagues on a professional level.
4. The teacher develops a positive working relationship with colleagues.
5. The teacher participates in cooperative planning at both the classroom and school level.
6. The teacher uses information about students in an ethical manner.
7. The teacher recognizes the importance of the role of parents in the education of their children and fosters a positive community attitude for the overall learning atmosphere in the school.
8. The teacher recognizes the importance of being a positive role model.

LETTER OF UNDERSTANDING

Between: BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 33 (CHILLIWACK)

And CHILLIWACK TEACHERS' ASSOCIATION

Re: SPECIALIST PERSONNEL

The Board shall endeavour to maintain school-based Specialist Personnel levels at 1992-93 rates, however these levels might be adjusted due to budgetary constraints (as in Article D.1.4).

Dated this 26 day of February, 1997.

Signed by the Board

Signed by the CTA

Pat Clarke

Elizabeth MacKenzie

Don Murray

Laurie Lenardon

INSERT:

K-3 Primary Class Size (PCA Appendix B) - Memorandum of Agreement

Original signed by:	Ray Worely	Russ Pratt
	Elsie McMurphy	Tony Penikett
	Kit Krieger	Don Avison
	On behalf of BCTF	On behalf of Government

INSERT:

Provincial Letter of Understanding #1: Local and Provincial Matters
(Designation of Local and Provincial Matters in "Appendix 1" and "Appendix 2")

INSERT:

Provincial Letter of Understanding #2: Harassment/Sexual Harassment
Between BCPSEA and BCTF
Concerning Implementation of Article E.2 (Harassment/Sexual Harassment)

Date: March 14, 1997

Original signed by: Alice McQuade
BCTF President

Sherida Harris
BCPSEA

INSERT:

Provincial Letter of Understanding #3: Mid Contract Modifications

Date: June 4, 1999

Original signed by: Kit Krieger Charles Hingston
 For BCTF for BCPSEA

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

Date: June 4, 1999

Original signed by Charles Hingston Kit Krieger
 For BCPSEA for BCTF

INSERT:

Provincial Letter of Understanding #4: Agreed List of Arbitrators

Date: June 22, 1999

Original signed by Kenneth Werker
 For BCPSEA

 Kit Krieger
 for BCTF

ALPHABETICAL INDEX

ARTICLE

Accreditation, Elementary and Secondary.....	F.4
Acting President.....	A.8
Administrative Officers.....	A.15, A.23, B.13, D.11, D.20, D.22, F.1
Adoption Leave.....	G.4
Allowances.....	B.20
Appointment to District.....	C.2, E.3
Arbitrations.....	A.1, A.6, A.10, A.11, A.20, A.21, C.3
Audio Care, Through EHB.....	B.23
Band Classes.....	D.1
Bargaining Agent.....	A.1, A.2
Bargaining Committee.....	A.2, A.7, A.10
BCTF Membership.....	A.3
BCTF Secondment.....	A.7, A.9, B.10, C.7
Beginning Teachers.....	A.19, D.18
Benefits.....	A.1, B.2, B.14, B.23, B.28, B.29
Benefits While on Leave.....	B.23, C.7
Bereavement Leave.....	G.7
Birth Leave.....	B.23, G.4
Board Budget.....	A.16, D.17
Board Meetings.....	A.16, C.3, D.17
Bulletin Boards.....	A.13
Call Out, Teacher On Call.....	B.2
Canadian Teachers' Federation.....	A.9, B.10
Category 5 + 30.....	B.7
Category 6/PA.....	B.6
Category Placement.....	B.1, B.6, B.7, B.8, B.9
Certificate, Reclassification.....	B.8, B.9
Child Abuse.....	E.8
CIDA Service.....	B.10
Civic Duty Leave.....	C.7, G.10
Class Composition.....	D.2
Class Size.....	D.1, D.2, D.20
Closures, School.....	D.5
College of Teachers Secondment.....	A.9, B.10
Committee Membership.....	A.5
Committees, District.....	A.5
Community Service Leave.....	G.10
Continuing Contract.....	C.2, E.3
Contract Expiry Date.....	A.1

	ARTICLE
Contracting Out	A.24, B.19
Conversion to Continuing.....	C.12
Convocations	G.6
Coordinator of Instruction.....	B.20
Counsellors	B.20, D.3, D4
Courses, Extra.....	B.22, B.27
Court Appearance Leave.....	G.5
Cover-Off	D.10
CTA Business Leave.....	A.8, A.9
CTA Membership	A.3
Curriculum Implementation.....	F.3
CUSO Service	B.10, C.7
Death Benefits	B.26
Deductions.....	A.3, A.4, B.17, B.18
Deferred Salary Plan.....	G.13
Dental Insurance	B.23
Diploma Program.....	B.7
Discipline.....	A.21, C.3
Discretionary Leave	G.9
Discrimination.....	E.1, E.6
Dismissal and Discipline.....	C.3, C.4
District Committees.....	A.5
District Staff.....	B.20, D.20
Donations	A.25
Dues Deduction	A.4
Duty Free Noon.....	D.7
Early Intervention Workers.....	A.2, B.15
Education Leave	B.10, G.6
Election Candidates, Teachers as.....	G.10
Elementary Teachers.....	B.21, D.6, F.4
Emergency Leave	G.8
Employee Assistance Program	B.23
Employee Donations.....	A.25
Evaluation Criteria	Appendix B
Evaluation of Teaching.....	C.4, E.5
Exclusions	A.22
Expedited Arbitration.....	A.20
Experience Credit	B.10

	ARTICLE
Extended Health Benefits	B.23
Extra Courses	B.22, B.27
Extra Curricular Activities	D.9
Extra Curricular Liability	D.9
Family, Emergency Leave.....	G.8
Fees	A.3, A.4
First Aid Certificate	B.27
First Nations Curriculum.....	F.5
Funeral Leave.....	G.7
Glasses, paid through EHB	B.23
Graduation Leave	G.6
Grievance.....	A.6, A.10, A.11, A.16, A.20, C.3
Grievance, Right to have Staff Rep present	A.6, A.10, A.11
Grievance, Time Limits	A.6
Group Life Insurance	B.23
Harassment/Sexual Harassment	E.2
Head Teacher	B.20
Health and Safety Committee.....	D.13, D.14
Health and Safety Provisions	D.13
Hearing Aids	B.23
Hiring.....	A.16, C.6, E.3, E.4
Home Education Students	D.19
Hours of Work.....	D.6
Inclement Weather	D.5
Increment Entitlement	B.11
Information, Access to	A.16
Insurance, Group Life	B.23
Insurance, Personal Vehicle	B.26
Job Action	A.1, A.17
Job Description.....	A.22
Job Security	A.22, A.24
Jury Duty Leave.....	G.5

ARTICLE

Labour Relations Code Preamble, A.6, A.17, A.22
Layoff and Recall B.23, C.7
Learning Assistance Teachers D.3, D.4, D.19
Leave of Absence, Sick Leave During G.2
Leaves A.7, A.9, B.23, G.1-G.13
Levies A.4
Librarians D.3, D.4
Lockout A.1, A.17

Mail, Internal A.14
Mainstreaming D.1, D.20
Maternity Leave B.10, G.2
Medical Certificate G.1
Medical Insurance B.23
Medication, Student D.13, D.20
Membership Requirement A.3
Mentor Program D.18
Mid-Month Advance B.18
Mileage Allowance B.26
Ministry of Education Secondment A.9, B.10, C.7
Misconduct C.3

Negotiations A.1, A.7, A.10
No Contracting Out A.24
Non-Instructional Days B.2, D.5, F.2
Noon Hour Supervision D.7

Orientation A.19
Orthodontics, Limit B.23

Parent Conferences D.5, D.21
Parenting Leave G.2, G.3, G.4
Part-Time Teachers B.14, C.5, D.6, E.3
Paternity Leave G.4
Pay Periods B.11, B.17, B.18
Pay Scale B.1, B.2, B.6, B.8, B.9, B.10, B.11, B.15, B.21, Appendix A

	ARTICLE
Pension	B.13, B.23, B.29
Pension, Teachers On Call.....	B.23
Personnel Files.....	E.7
Picket Lines	A.1, A.17
Positions of Special Responsibility	B.20
Postings	A.16, E.3
Pregnancy	see Maternity
Preparation Time	D.6
President, CTA	A.6, A.8, C.3, C.4, D.5
Professional Autonomy	F.5
Professional Development.....	D.5, D.20, F.1
Professional Development Committee.....	F.1
Public Service Leave.....	G.10
Purpose of Education in School District 33	Preamble
Recall and Layoff.....	B.23, C.7
Recognition of Union	A.2
Records, Access to.....	A.16, E.7
Release Time.....	A.8, A.9
Reports, Student	D.5, D.21, D.22
Reports, Teacher Evaluations.....	E.5
Resignation	C.1
Retirement Bonus	B.29
RRSP.....	B.5
Safety and Health Provisions	D.13
Salary.....	B.1, B.2, B.10, B.17, B.18, B.19, B.20, Appendix A
Salary Indemnity Plan.....	B.4, B.23
Scale Placement	B.8
School Act	Preamble, C.3,E.9
School Closures.....	D.5
School Facility use	A.12
School Year	D.5
Seniority	C.7, E.3, E.4
Severance Pay	C.7
Sexual Harassment	E.2
Sexual Misconduct	C.3, E.8, E.2
Sick Leave.....	B.10, B.14, B.23, G.1, G.2
Special Counsellor.....	B.20
Speech Pathologists.....	A.2, B.13

	ARTICLE
Split Classes	D.1
Staff Committees	A.15
Staff Meetings.....	A.11, D.11, D.21
Staff Reps	A.6, A.9, A.11, C.3
Statutory Holidays.....	D.5
Strike	A.1, A.17
Student Medication Procedures	D.13, D.20
Summer School Teaching.....	B.16
Summer Session Courses.....	B.22, G.6
Supervision	D.7, D.8
Survivor Benefits	B.28
Suspensions of Teacher.....	A.16, B.10, C.3
Teacher Assistants	A.23, D.20
Teacher In Charge	B.13
Teachers On Call.....	B.2, C.6, D.16, see also list in B.2
Teachers On Call, Availability of	D.10
Technological Change.....	D.12
Temporary Contracts.....	C.2, C.5, C.6, E.3
Teacher Qualification Service	B.8, B.9
Termination of Employment	C.1, C.3, C.4, C.7
Time Off in Lieu of Salary.....	B.19
Transfer	A.16, E.4
Transfer, Board Initiated	E.2, E.4
Unemployment Benefits, Maternity	G.2
Union Membership.....	A.3, E.6
Union Recognition	A.2
Vacations	D.5
Vandalism	B.24, B.25
Vision Care	B.23
Winter Session Courses.....	B.22, G.6
Workers' Compensation Board.....	B.10, B.23, D.14, G.12