

## PREAMBLE

- 1.1 The two parties recognize and support the purposes of this agreement as being to:
- a) promote harmonious relations between the Board and its managers and the Teachers' Association and its teachers;
  - b) encourage cooperation between the Board and the Delta Teachers' Association in the provision of efficient, quality programs and services for the pupils of the district;
  - c) set forth the terms and conditions of employment agreed to between the parties;
  - d) set forth mechanisms for the expeditious resolution of differences which may arise from time to time as to the application or interpretation of the Agreement.

## SECTION A - UNION SECURITY

### **A1 *New Provincial Article Replaces A1***

#### Term, Continuation and Renegotiation (P.C. Article A.1)

- ~~A1.1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 1998 to June 30, 2001. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they shall commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a collective agreement for the subsequent period.~~
- ~~A1.2. In the event that a new collective agreement is not in place by June 30, 2001, the terms of this Collective Agreement are deemed to remain in effect until that date on which a new agreement is concluded.~~
- ~~A1.3. Subject to 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.~~
- A1.4 Where the Previous Collective Agreement contains a term or condition which provides additional or superior provisions to those provided in this Collective

~~Agreement, the additional or superior provisions of the Previous Collective Agreement shall remain part of this Collective Agreement.~~

- ~~A1.5~~
- ~~a) 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.~~

~~A1.6 In this Collective Agreement the term "Previous Collective Agreement" means the terms and conditions of employment established by the "Transitional Collective Agreement" between the B.C. Public School Employers' Association (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.~~

## A2 Recognition of the Union (P.C. Article A.2)

- A2.1 The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which BCTF is established as the bargaining agent pursuant to PELRA and subject to the provisions of this Collective Agreement.
- A2.2 Pursuant to PELRA, the Board of Trustees for School District No. 37 (Delta) recognizes the Delta Teachers' Association as the teachers' union for the negotiation in School District No. 37 (Delta) of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in School District No. 37 (Delta) subject to PELRA and the Provincial Matters Agreement.
- A2.3 The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of PELRA.

A3 Membership Requirement (P.C. Article A.3)

- A3.1 All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the Delta Teachers' Association.
- A3.2 Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specific employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective Local in accordance with this Collective Agreement.

A4 Local and BCTF Dues Deduction (P.C. Article A.4)

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

A5 No Contracting Out

- A5.1 All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit.
- A5.2 Except as mutually agreed upon between the Board and the Union, the Board shall not contract out duties of the type and kind that would normally and regularly be performed by a teacher.

A6 ***Housekeeping to Include LOU 6 Amendments***

Grievance Procedure (P.C. Article A.6)

A6.1 Preamble

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

A6.2 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.

A6.3 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.

A6.4 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.

**A6.5 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.

**A6.6 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.

**A6.7 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.

A6.8 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.

A6.9 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.

A7 Right to Representation

- A7.1 A representative of the Union will attend a meeting between a Union member and an Administrative Officer or a Board representative if the meeting is, or becomes, discipline related, or if any of the parties believes a representative of the Union should be present.
- A7.2 Should a meeting as described in A7.1 above become discipline related, the Administrative Officer or Board representative shall not proceed with the meeting until a representative of the Union is provided by the Union to the teacher.
- A7.3 A representative of the Union shall be released from teaching duties without loss of pay in order to attend a meeting as described in A7.1 and A7.2 above.

A8 Access to Work Site

- A8.1 Authorized representatives of the Union shall have the right to access the work site to transact Union business.
- A8.2 Such access shall not disrupt school business, except in emergent circumstances, nor be arbitrarily denied.
- A8.3 The usual school visiting procedures shall be followed.

A9 Use of School Facilities

- A9.1 The Union shall have reasonable access to the use of school facilities and equipment for meetings.

A10 Bulletin Boards

- A10.1 The Board shall provide a bulletin board for Union use in each school staff room. Material posted on the board shall be initialled by a Union staff representative at each school.

A11 Internal Mail

A11.1 The Union shall have reasonable access to inter-school mail services.

A12 Access to Information

A12.1 The Board, upon request by the Union, agrees to provide within five (5) days or as soon as possible the following:

- a) lists that will provide such information as seniority, current employees' names and phone numbers, provided the employee has not requested that this information be withheld, assignment and salary information;
- b) information regarding professional opportunities, hiring and terminations (e.g. deaths, retirements, suspensions);
- c) public financial information.

A12.2 The Board agrees to expedite the availability of general agendas and minutes of Board meetings.

A12.3 Upon request, the Union shall be granted non-confidential information that may be necessary for negotiations and processing grievances.

A13 Exclusions from the Bargaining Unit

A13.1 The Board and the Union agree that positions currently included in this Agreement and covered by the Certificate of Bargaining Authority will remain in the bargaining unit.

A13.2 The Board shall notify the Union of new positions covered by this Agreement including the job description.

A13.3 Newly created positions shall be included in the bargaining unit unless the position is excluded by mutual agreement of both parties.

A14 Picket Line Protection

A14.1 All employees covered under this Agreement have the right to refuse to cross or work behind a picket line unless same is declared illegal by the Labour Relations Board.

A14.2 Failure to cross a picket line (as described in paragraph A14.1) encountered in carrying out business for the employer shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, but shall be deemed to be absence without pay.

A14.3 The Board shall not require employees to do work normally performed by employees engaged in a strike or lock out.

A15 School Staff Committees

A15.1 The Board and the Union encourage each school to develop a staff committee.

To this end, staff committees shall:

- a) be established at the beginning of each school year;
- b) consist of a size and membership to be determined by the staff;
- c) review and make recommendations on matters relating to staff concerns.

A15.2 The school administration shall give due consideration to recommendations put forward by the staff committee.

A15.3 Should the school administration not act on a recommendation of the school staff committee, written reasons shall be provided.

A16 Teacher Assistants

A16.1 All teacher assistants hired to assist teachers in carrying out their responsibilities and duties, shall be under the immediate instructional supervision of teachers.

A16.2 Teacher assistants shall not assume the primary instructional responsibility for designing the educational programs for students, but may assist the teacher by:

- a) providing assistance to individual students and groups of students;
- b) monitoring students;
- c) maintaining student records;
- d) providing advice/guidance to students.

A16.3 Teacher assistants shall not assume primary instructional responsibility while the teacher is absent.

A16.4 Teacher assistants shall not be used to replace qualified teachers.

A17 Distribution Of Agreement

A17.1 The Union shall be given a draft copy of this agreement thirty (30) days from the date upon which both parties have formally ratified the Agreement.

A17.2 Prior to the production of the final copy of the Agreement, the Board and the Union will meet to correct the draft copy and to determine the format of the printed contract.

A17.3 A final corrected copy shall be sent to each employee, forty-five (45) days, or as soon as possible, after ratification, or upon appointment to the district.

A18 Legislative Change (P.C. Article A8)

***New Language Replaces All Previous Legislative Change Provisions.  
Delete Previous Provisions***

~~A18.1 a) This agreement is made pursuant to and governed by the School Act and the Labour Relations Code. In the event of any conflict between this Agreement and the provisions of legislation and any regulations made thereunder, that Act, Code and regulation shall prevail.~~

~~\_\_\_\_\_ b) Terms used in this Agreement shall have the meaning defined in that Act and Code.~~

~~\_\_\_\_\_ A18.2 Should any statute or regulation render any part of this agreement null and void, the remainder of the terms of the agreement shall continue in effect and, in that event, or in the event that new or amended legislation or regulations substantially alter the operation or effect of any provision of this agreement, the parties agree that they will meet immediately to negotiate in good faith necessary modifications consistent with the original intent of the agreement as may be permitted within prevailing legislation, regulation or Minister's Orders.~~

~~\_\_\_\_\_ A18.3 If the parties cannot agree on such modifications within one (1) month of either party's request for such meeting(s), either party may refer the matter to arbitration pursuant to Article A6 (Grievance Procedure).~~

A19 Committee Membership (P.C. Article A.5)

A19.1 Local representatives on committees specifically established by this Collective Agreement shall be appointed by the Local.

A19.2 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.

A19.3 Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Clause 19.1 and 19.2 above, in order to attend meetings that occur during normal instructional hours. Teacher on Call costs shall be borne by the employer.

A19.4 When a Teacher on Call is appointed to a committee referred to in Clause 19.1 or 19.2 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.

A20 Housekeeping Committee

The Union and the Board agree to establish a committee which would be responsible for making "housekeeping changes" to the agreement after ratification and prior to distribution.

A21 Union Staff Representatives

A21.1 The Board recognizes staff representatives in each school selected by the Union to represent its members and agrees that staff representatives shall not be obstructed or interfered with while representing members.

A21.2 The Union agrees that its staff representatives shall conduct Union business outside regular instructional time except where it is determined to be necessary under Articles A7 (Right to Representation) and A8 (Access to Work Site).

A21.3 Staff representatives shall be granted leave from work duties upon application by the Union to the Board Personnel Office to attend grievance or arbitration hearings as set out in Article A6 (Grievance Procedure). The Union shall assume the cost of the teacher-on-call.

A21.4 The Union President or appointed representatives may from time to time meet with the Superintendent or other designated officials of the Board to transact business relating to personnel and/or the Collective Agreement. The Board agrees that any staff representative of the Union who may be requested to be in attendance at any such meeting shall do so without loss of salary or other benefits.

A21.5 A Staff Representative will request release time from his/her immediate supervisor in order to attend to emergent situations.

A22 Leave for Provincial Contract Negotiations (P.C. Article A.7)

A22.1 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.

- A22.2 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.
- A22.3 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.
- A22.4 Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

## SECTION B - EMPLOYMENT RIGHTS

### B1 Resignation (P.C. Article C.1)

- B1.1 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.
- B1.2 The employer shall provide the local with a copy of any notice of resignation when it is received.

### B2 Dismissal and Discipline for Misconduct; Just and Reasonable Cause; Due Process

- B2.1 The Board shall not discipline nor dismiss any employee bound by this Agreement save and except for just and reasonable cause.
- B2.2 Where an employee is under investigation by the Board for any cause, the employee and the Union shall be advised in writing of that fact and of the particulars of any allegations immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified of those matters at the earliest reasonable time and before any action is taken by the Board, and the employee shall be advised of the right to be accompanied by a representative of the Union at any meeting in connection with such investigation.
- B2.3 Unless the Union waives the right to such meeting, the Board shall not discipline (other than a suspension to which Section 15(5) of the School Act reasonably applies) nor dismiss any person bound by this Agreement unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present, in respect of which:
- a) the employee and the Union shall be given not less than seventy-two (72) hours' notice;

- b) at the time such notice is given, the employee and the Union shall be given a full and complete statement in writing of the grounds for the contemplated action and all documents that will be considered at the meeting;
- c) the Union on behalf of the teacher may file a written reply to the allegations prior to the meeting;
- d) at such meeting the employee shall be accompanied by representatives and/or advocate appointed by the Union, and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board and to question any person presenting evidence to the Board;
- e) the decision of the Board shall contain a full and complete statement of the grounds for the decision.

B2.4 Where an employee is suspended under Section 15(5), the Board shall, prior to taking further action under Section 15(7), hold a meeting in accordance with the foregoing provisions, unless the right to such meeting is waived by the Union.

B2.5 The Board shall not release to the media or the public information in respect of the discipline or dismissal of an employee except as agreed by the Union or by joint release agreed upon by the Board and the Union.

B2.6 Notwithstanding Article A6 (Grievance Procedure) where an employee has been dismissed, the Union shall have the option of referring a grievance regarding the dismissal directly to arbitration provided for in that article.

B2.7 At an arbitration in respect of the discipline or dismissal of an employee, no material of a disciplinary nature from the employee's file may be presented unless the material was brought to the employee's attention at the time it was placed on file, and no material which has been removed from the file pursuant to Article E7 (Personnel Files) may be presented.

B2.8 Where an employee has been suspended on grounds set out in Section 15(4) of the School Act, the employee shall be reinstated with full pay for the period of such suspension, unless on the final disposition of the matter, the employee is convicted of the offense charged.

### B3 Principle of Security

B3.1 The Board and the Union agree that increased length of professional service in the employment of the Board entitles all employees covered by this Agreement to commensurate increase in security of employment.

B4 Definition of Seniority

B4.1 In this Agreement, "seniority" means an employee's aggregate length of service in the employment of the Board, inclusive of service under term contract, teaching-on-call pursuant to B4.2 and B4.4, and part-time teaching. For the purposes of calculating length of service, part-time teaching shall be credited fully as if it were full-time service.

~~**TRANSITIONAL ADULT EDUCATORS PROGRAM SENIORITY**  
**UNTIL JULY 1, 2000**~~

~~B4.1.1 For employees in Adult Continuing Education programs, "seniority" means an employee's aggregate length of service in the employment of the Board teaching in the Adult Continuing Education academic programs. For the purpose of calculating length of service, part-time teaching shall be credited fully as if it were full-time service. Articles B4.2 and B4.8, inclusive, apply to determining the seniority of an employee in the Adult Continuing Education programs.~~

~~B4.1.2 A teacher in any program shall not accrue more than one year of seniority in one calendar year.~~

~~B4.1.3 Effective July 1, 2000, separate seniority status for employees teaching in (1) the mandatory or alternate grade school programs and (2) the Adult Continuing Education programs will be extinguished. The Board will establish a single seniority list for all employees effective July 1, 2000.~~

B4.2 Effective January 1, 1993 a teacher-on-call shall gain one day of service recognition for each day worked. A teacher-on-call shall acquire one year of service recognition when one hundred and sixty (160) days of service have been accumulated. Provided there is no break in service in excess of seven (7) years continuous service, a teacher-on-call who secures a continuing position shall have the service recognition attained since January 1, 1993 credited as seniority to a maximum of five (5) years.

B4.3 When the seniority of two (2) or more employees is equal pursuant to Article B4.1, the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.

B4.4 When the seniority of two (2) or more employees is equal pursuant to Article B4.3, the employee with the greatest number of days of on-call teaching with the Board prior to appointment on continuing contract shall be deemed to have the greatest seniority.

- B4.5 When the seniority of two (2) or more employees is equal pursuant to Article B4.4, the employee with the greatest aggregate length of service with another school authority (recognized for salary experience purposes in this Agreement) shall be deemed to have the greatest seniority.
- B4.6 When the seniority of two (2) or more employees is equal pursuant to Article B4.5, the employee with the earliest application for employment with the Board shall be deemed to have the greatest seniority.
- B4.7 For the purposes of this Article, the following leaves of absence shall count toward aggregate length of service with the Board:
- a) maternity leave and/or parental leave pursuant to the Employment Standards Act;
  - b) service as D.T.A. President;
  - c) service with the B.C.T.F. or C.T.F.;
  - d) service with the Department of National Defense;
  - e) exchange teaching;
  - f) secondment;
  - g) parenthood leave;
  - h) approved educational leave;
  - i) service as an M.L.A. or M.P.;
  - j) all other approved leaves of absence (including long-term sick leave).
- B4.8 For the purposes of this Article, continuity of service shall be deemed not to have been broken by resignation for purposes of maternity followed by re-engagement within a period of three (3) years, or by termination and re-engagement pursuant to this Article.

**B5 Seniority List**

- B5.1 The Board shall, by October 14 of each year, forward to the Union a list of all continuing employees covered by this agreement, in order of seniority, calculated according to Article B4 (Definition of Seniority), setting out the length of seniority as of September 1 of that year.

**~~TRANSITIONAL – SENIORITY LIST – ADULT EDUCATORS~~**

- ~~B5.2 Until October 14, 1999, the Board will forward to the Union a separate list of all employees employed in the Adult Continuing Education programs, in order of seniority. By October 14, 2000, the Board will forward to the Union a list of all continuing employees covered by this agreement, in order of seniority, calculated according to Article B4 (Definition of Seniority), setting out the length of seniority as of July 1, 2000. An employee with previous seniority status on each of the two seniority lists will have the greater length of service, but no combination of the two, as his or her seniority on the combined list. No employee~~

~~will have service greater than full-time service in each year credited as seniority. No employee will regain seniority recognition previously lost as a result of an interruption in employment with the Board in a position within the bargaining unit.~~

## B6 Definition of Qualifications

- B6.1 In this Article, "necessary qualifications" in respect of a teaching position means a reasonable expectation based on the whole of the teacher's:
- a) certification;
  - b) pre and in-service training relevant to the position;
  - c) relevant teaching or work experience;
  - d) record of teaching accomplishment and demonstrated skills;
  - e) formal education at the university level;
  - f) evidence of ability to perform the duties of the position;
- that the teacher will be able to perform the professional responsibilities of the position in a satisfactory manner.
- B6.2 Should any question be raised by the teacher and the Union as to whether a teacher does have or does not have the necessary qualifications for a particular teaching position, the question shall be referred to the Grievance Procedure in Article A6, beginning at the Joint Committee stage.

## B7 Layoff Rights

- B7.1 When, for educational or budgetary reasons, or in the case of the adult education program, for insufficient enrolment or program cancellation, the Board determines that it is necessary to reduce the number of teachers employed by the Board, the teachers to be retained shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available as defined in Article B6 (Definition of Qualifications).
- B7.2 Provided that they have more seniority, when teachers are advised that they are not to be retained pursuant to Article B7.1 above, they may within seven (7) days, notify the Board that they claim another position which is being held by the most junior teacher for which they have the qualifications pursuant to Article B6 (Definition of Qualifications).
- B7.3 The Board shall give each teacher it intends to terminate pursuant to this Article no less than thirty (30) days' notice in writing, such notice to be effective at the end of a school term, and to contain the reason for termination, and a list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority. The Board shall concurrently forward a copy of such notice to the Union. Where, due to a leave of absence, a position is filled for a period ending at a time other than the end of a school term, termination notice

shall be effective at the end of that period. The effective date of layoff of a teacher in the adult education program shall be at the conclusion of the 30 day notice period and not at the end of a school term.

~~TRANSITIONAL ADULT EDUCATORS~~

~~B7.4 Until June 30, 2000, Articles B7.1 to B7.3, inclusive, will apply to employees in the adult education programs as a separate seniority group.~~

B8 Recall Rights

- B8.1 When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this Agreement, first offer re-engagement to the teacher who has the most seniority among those terminated pursuant to the Agreement, provided that the teacher possesses the necessary qualifications as defined in Article B6 (Definition of 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 right of re-engagement pursuant to this section.
- B8.2 It is the responsibility of each teacher to maintain a current telephone number and mailing address with the Board at all times. The Board will contact personally the teacher to be offered re-engagement by telephone and/or in writing at the mailing address last provided by the employee.
- B8.3 A teacher who is offered re-engagement pursuant to Article B8, shall inform the Board whether or not the offer is accepted within one (1) week of the receipt of such offer.
- B8.4 The Board shall allow ten (10) days from acceptance of an offer under Article B8 for the teacher to commence teaching duties; the Board and the teacher may mutually agree to extend this time limit. The Board may employ a teacher-on-call for the position until the teacher accepting the position is available.
- B8.5 A teacher's right to re-engagement under this Article is lost if:
- a) a continuing teacher elects to receive severance pay under Article B9 (Severance Pay) of this Agreement;
  - b) the teacher refuses to accept two (2) offers of positions of equal or greater percentage of time for which that employee has the necessary qualifications;
  - c) the teacher accepts a continuing position with another school district.
- B8.6 The right to re-engagement shall equal the total length of employment as a continuing teacher with the district or one (1) year, whichever is greater.

- B8.7 A teacher re-engaged pursuant to this Article shall be entitled to all sick leave credit accumulated at the date of termination.
- B8.8 A teacher who retains rights of re-engagement pursuant to Article B8 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this agreement. Payment of full cost of such premiums, as agreed to in this Agreement, for the first month shall be paid by the Board and thereafter by the employee, subject to the approval of the insurance carrier.

**~~TRANSITIONAL – RECALL RIGHTS – ADULT EDUCATORS~~**

~~B8.9 Until June 30, 2000, Articles B8.1 to B8.8, inclusive, will apply to employees in the adult education programs as a separate seniority group.~~

B9 Severance Pay

- B9.1 A continuing teacher who has one (1) or more years of continuous employment and who is terminated, save and except a continuing teacher who is terminated or dismissed pursuant to Article B2 (Dismissal and Discipline for Misconduct; Just and Reasonable Cause; Due Process) and Section 15 of the School Act, may elect to receive severance pay at any time during the first twelve (12) months following termination.
- B9.2 Severance pay shall be calculated at the rate of five (5) per cent 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 at the time of his/her termination.
- B9.3 The employee may choose to receive severance pay:
- a) in one lump sum within thirty (30) days of termination; or
  - b) in monthly installments of ten (10) per cent of the total amount payable, commencing at the next regular employee pay period.
- B9.4 A teacher who has elected to receive severance pay and who is subsequently rehired by the Board, shall retain any severance payment received. In such case, the calculation of years of service shall commence with the date of rehire.

**~~TRANSITIONAL – SEVERANCE PAY – ADULT EDUCATORS~~**

~~B9.5 Until June 30, 2000, Articles B9.1 to B9.4, inclusive, will not apply to employees in the Adult Continuing Education programs.~~

B10 Retraining

B10.1 Upon written request within twelve (12) months of the receipt of notice of termination under Article B7 (Layoff Rights), an employee shall be entitled to extend the provisions of re-engagement for the purpose of retraining for another teaching position in the school district. In the event that the employee elects to retrain pursuant to this Article, the Board shall amend the date of the termination notice to coincide with the period of the leave granted, or of any extension thereof. All such leave shall not count towards aggregate length of service with the Board.

B10.2 The employee, after retraining, shall be entitled to rights of re-engagement as specified in Article B8 (Recall Rights).

**~~TRANSITIONAL RETRAINING ADULT EDUCATORS~~**

~~B10.3 Until June 30, 2000, Articles B10.1 to B10.2, inclusive, will not apply to employees in the Adult Continuing Education programs.~~

B11 Part-time Employees' Employment Rights

B11.1 Part-time employees are employees employed on the equivalent of less than an annual full-time basis. They shall be paid salary and earn sick leave pro-rated in proportion to the time employed (FTE) by the Board.

B11.2 Fractions of less than .4 FTE will be granted to employees only where annual school program organization and effective staff deployment permit.

B11.3 An employee with a full-time appointment may, without prejudice to that appointment, request a part-time assignment for a year or less. A request for a part-time assignment shall not be unreasonably denied. The change shall be granted through a leave-of-absence without pay.

B11.4 At the end of the leave-of-absence, the teacher shall revert to a full-time continuing appointment unless the part-time assignment is renewed.

B11.5 Two (2) employees may apply for a job-sharing assignment in respect of a specific full-time position. The request shall not be unreasonably denied. In the absence of one (1) of the job-sharing partners, the remaining partner shall, except in extenuating circumstances, assume full-time teaching duties and shall be paid on scale.

B11.6 Employees hired to the district on a part-time contract basis shall, after one (1) year aggregate service, be considered an employee who has moved from full-time employment to a part-time position.

B11.7 An employee who moves from full-time employment to a part-time assignment shall be considered to be on leave so that they may purchase pensionable service to provide for a full year's pension credit.

**~~TRANSITIONAL – PART-TIME EMPLOYEES' RIGHTS – ADULT EDUCATORS~~**

~~B11.8 Until September 1, 1999, Article B11.5 will not apply to employees in the adult education programs.~~

SECTION C - EMPLOYEE BENEFITS

C1 Group Benefit Plan

C1.1 Medical Services Plan

The Board agrees to pay 60% of the premiums of the Medical Services Plan of B.C. for employees and dependents in accordance with the by-laws of the Medical Services Commission.

C1.2 Extended Health Benefits

The Board agrees to pay 100% of the premiums of an Extended Health Benefits Plan, based upon the January, 1986 provisions of the policy, including:

- a) vision care coverage to a maximum of \$200 in any consecutive twenty-four (24) month period;
- b) hearing aid coverage to a maximum limit of \$500 in any forty-eight (48) month period;
- c) daily hospital co-insurance charge of an Acute Care Hospital or Extended Care Unit or Rehabilitation Unit of an Acute Care Hospital;
- d) lifetime maximum payment of \$1,000,000 for employees and dependents in accordance with the agreed upon by-laws.

C1.3 Group Life Insurance

- a) The Board agrees to pay 60% of premiums for Group Life Insurance Plan for employees (\$100,000/employee);
- b) participation is compulsory for all teachers hired after 01 January 1969;
- c) The Board agrees to implement an Optional Group Life Insurance Plan to provide up to an additional \$200,000, at no cost to the Board.

C1.4 Dental Plan

- a) The Board agrees to maintain a dental plan for employees and their dependents. Dental coverage will be extended to include dependent children up to age twenty-one (21), and dependent children up to age twenty-five (25), provided they are full-time students.

- b) Participation in the Plan is compulsory. Payment by the Plan is to be 100% Plan A, 60% Plan B, 50% Plan C. The Board shall pay 100% or the premium costs.

C1.5 Salary Continuance Plan

- a) Participation is compulsory in the Salary Continuance Plan for employees hired after 01 January 1973. The full cost of the Plan shall be borne by each employee.
- b) All terms and conditions of the Plan are governed by the Master Policy issued by the underwriter. The Board shall not be liable as a result of a claim arising between the employee and the insurer.
- c) The Board agrees to pay 50% premium costs of medical, extended health, group life and dental when a teacher is ill and drawing benefits under the B.C.T.F. plan to a maximum of twenty-four (24) calendar months from expiry of sick leave.

C1.6 Part-time Employees

- a) Subject to the terms of the individual benefit plans, part-time employees employed 50% or more shall be entitled to the benefit provisions of the Article in the same manner as full-time employees. Part-time employees employed less than half-time shall not be entitled to benefits.

C1.7 Pensionable Service

- a) The Board recognizes that where, for any day a teacher is on an authorized leave of absence, that day will be confirmed as a pensionable service day, provided that the leave qualifies as such pursuant to the Teachers' Pension Act.

C2 Workers' Compensation

- C2.1 Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and the employee is entitled to compensation under the Workers' Compensation Act, the employee shall not be required to use his or her sick leave credits for time lost, during the first twelve (12) months, by reason of any such disability.
- C2.2 All monies received by the employee by way of compensation for loss of salary under the said Act shall be paid to the Board. In return, the Board shall pay the employee full salary, subject to a time limitation of twelve (12) months.
- C2.3 After the twelve-month limitation, the salary paid to the employee shall be charged against the employee's accumulated sick leave credits on a proportionate basis.

C2.4 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.

C3 Disabilities Not Covered by Workers' Compensation

C3.1 Where an employee is paid by the Board while absent by reason of any disability other than one for which the employee would be entitled to receive Workers' Compensation benefits, and the employee subsequently recovers such compensation or any part thereof from any source, then the employee shall pay such recovered amount to the Board which shall credit the employee with the number of days of sick leave credits proportionate to the amount received by the Board.

C4 Employee Assistance Program

C4.1 The Board and the Union shall jointly operate an Employee and Family Assistance Program. The Board shall provide funding of 50% per cent of the cost of the program with a maximum cost to the Board of \$15,000 per annum.

C5 Sick Leave

C5.1 Sick leave allowance shall be credited to an employee on the basis of one and one-half (1 1/2) days for each month of full-time active service to the Board, (15 days per school year). A month of active service shall be defined as ten (10) teaching days or 50% of the teaching days in the month, whichever is less. Employees working less than full-time shall receive a pro-rated sick leave allowance.

C5.2 Any day (or part thereof) during which the employee has been absent with pay while ill, disabled, quarantined or because of an accident (for which compensation is payable under the Workers' Compensation Act) shall be charged against any sick leave accumulated by the employee.

C5.3 In each year no fewer than fifteen (15) days of sick leave shall be available to each employee at the beginning of the school year. Employees commencing employment with the Board during the year shall then have available to them the pro-rata portion of sick leave benefits which would accrue to them for the balance of the school year.

C5.4 In their first year in the district, new teachers shall, in addition to their annual sick leave entitlement, be eligible to draw up to ten (10) additional sick days from a district fund.

C5.5 When an employee is given leave of absence without pay for any reason or is laid off and returns to the service of the Board upon expiration of such leave of absence or layoff, he/she shall not receive sick leave allowance for the period of such

absence but shall retain his/her cumulative allowance, if any, existing at the time of such leave or layoff.

- C5.6 In any one year when an employee has not used his or her sick leave allowance or has used only a portion of it, the entire unused allowance shall accumulate for his or her future use.
- C5.7 When an employee has resigned and returns to a continuing position, then the employee's previous accumulated sick leave allowance shall be reinstated.
- C5.8 A maximum of one hundred and twenty (120) sick leave days may be used in any school year.
- C5.9 A record of all unused sick leave allowance will be kept by the Board. The Board shall advise each employee annually of the amount of his or her accumulated sick leave allowance. Employees shall be advised on the amount of his or her sick leave allowance upon request.
- C5.10 An employee may, at his/her own expense, be required to produce a certificate or signed form from a duly qualified medical practitioner for any illness certifying that the employee is unable to carry out his/her duties due to such illness, together with the anticipated date of return.
- C5.11 When an employee's assigned time must be reduced based on medical reasons substantiated by a medical certificate, the board shall grant sick leave, as per Article C5.1, for the portion of time not worked.

C6 E.I Rebate (P. C. Article B.4)

- C6.1 The employer shall remit monthly to the BCTF Salary Indemnity Fund the proportionate share of the employment insurance premium reduction set out in the Previous Local Agreement. Where the proportionate share is not expressed in the Previous Local Agreement, the employer shall remit monthly to the BCTF Salary Indemnity Fund an amount consistent with the past practice of the local parties. The amount remitted on behalf of any employee shall not be less than 5/12 of said reduction.
- C6.2 The employer shall calculate each employee's share of the savings which have been remitted pursuant to Clause 6.1 above and include that amount as part of the employee's taxable income on the yearly T4 slip.

C7 Compassionate Leave

- C7.1 In the event that an employee suffers bereavement or serious illness in his/her immediate family, in which recovery is in doubt, he/she shall be granted a leave of absence by the Board for up to a total of five (5) teaching days, for such immediate family member and shall suffer no loss of salary or accrued sick leave by reason of such absence. Where leave is granted for serious illness and if death occurs within five (5) days, the bereavement leave shall be deemed to have begun on the day of the death. For the purpose of this Article, immediate family is defined as spouse, child, son or daughter-in-law, parent, sibling, parent of spouse, grandparent, grandchild, ward, or any dependent relative living in the same household.
- C7.2 Upon application, a leave of five (5) days in excess of the five (5) days approved in C7.1 above may be granted with pay, without pay, or at teacher-on-call cost.
- C7.3 Upon application, leave may be granted with pay, without pay, or at teacher-on-call cost to attend the funeral of a friend or relative who is not a member of the immediate family.
- C7.4 Approval of leave under this Article shall not be unreasonably denied.

C8 Jury Duty

- C8.1 Where a teacher is required by due process of law to attend a court when school is in session for the purpose of jury selection or to serve as a member of a jury, he/she shall be granted the necessary leave and suffer no loss in salary or accrued sick leave by reason of such absence provided that he/she directs any payments received for such attendance, for days school is in session, to School District #37 (Delta).
- C8.2 Legal Proceedings  
Where an employee is required to attend a Canadian Court of Law by reason of subpoena, the employee shall suffer no loss of salary.
- C8.3 Private Matters  
The Board may grant a leave of absence for an employee to attend a Canadian Court of Law and the employee shall continue to receive full salary. The employee shall be responsible for the equivalent of full costs of the teacher-on-call for the period of leave.

C9 Personal Leave Day

- C9.1 Except for adult education teachers, upon application, teachers shall be granted one (1) personal leave day, at teacher-on-call cost.
- C9.2 Such leave shall not be attached to the Spring Break or Christmas Break.

C9.3 These days are non-cumulative.

C10 Discretionary Day

C10.1 Except for adult education teachers, teachers shall be granted one (1) discretionary leave day each school year with pay. These days are non-cumulative.

C11 Maternity Leave and S.U.B. Plan and Parenthood Leave

C11.1 Short Term Maternity Leave - Part 7 of the Employment Standards Act is guaranteed and applies.

a) Supplemental Unemployment Benefits on Maternity Leave

i) When a pregnant employee takes the maternity leave to which she is entitled pursuant to the Employment Standards Act, the Board shall pay the teacher 95% of her current salary for the first two (2) weeks of leave--if the teacher is eligible to receive ~~U.I.C.~~ *E.I.* benefits, the difference between 50% of her current salary and the amount of the ~~U.I.C.~~ *E.I.* Maternity benefits received by the teacher for a further fifteen (15) weeks.

ii) The Board agrees to enter into the Supplemental Unemployment Benefit (SUB) Plan agreement required by the ~~Unemployment~~ *Employment* Insurance Act in respect of such maternity payments.

b) Use of Sick Leave

i) A terminated pregnancy shall be treated as sick leave.

ii) If at the end of the agreed upon period of leave, the employee provides a medical certificate indicating she is unable to return to duty because of ill health, she shall qualify for her sick leave provisions.

C11.2 Short Term Parental Leave (inclusive of adoption) - Part 7 of the Employment Standards Act is guaranteed and applies.

C11.3 Parenthood Leave - provided for parenthood purposes under circumstances (a) and (b), and (c) as follows:

a) Maternity-Related Parenthood Leave

i) Available as an alternative to Maternity Leave. Leave under this section is in addition to Maternity and Parental Leave.

ii) The length of this Parenthood Leave shall be from five (5) months to sixteen (16) months depending on individual circumstances, and coinciding with Article C11.3a) iv) below. The length of this leave

shall, upon request, be extended for one (1) additional school year only. Such request for extension must be received by March 15 of the first year of leave.

- iii) Unless otherwise approved by the Board, the date of leaving shall coincide with December 31, September 1, the end of a semester or quarter, or Spring Break.
- iv) The date of return shall be September 1.
- v) During the first twenty-four (24) weeks of maternity-related parenthood leave, the following provisions shall apply:

Any pension, medical or other plan beneficial to the employee shall continue, and the employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:

- a) the employer pays the total cost of this plan;
- b) the employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the employer and the employee.

b) Non-Maternity Related Parenthood Leave

- i) The length of this leave shall be ten (10) months. The length of this leave shall, upon request, be extended for one (1) additional school year only. Such request for extension must be received by March 15 of the first year of leave.
- ii) Unless otherwise approved by the Board, the date of leaving shall be September 1.
- iii) The date of return shall be September 1.

c) Other Governing Clauses

- i) Applications for leave must be submitted to the Board six (6) weeks prior to the effective date of leave.
- ii) Leave is granted on the understanding that the teacher will be returning. Teachers on leave shall re-affirm in writing no later than March 15 their intention to return. If notification is not received on or before this date, the right to return to staff is forfeited.
- iii) If an application for early return to duty is received by the Board, the request for return shall be granted when a suitable position is open.
- iv) Benefits may be continued, subject to the restrictions of the various carriers, while on parenthood leave, by arranging to pay total premium costs to the Board in advance for five (5) month periods.
- v) Seniority in the District will accumulate while on parenthood leave. The length of parenthood leave will be limited to a maximum of ten (10) teaching months, or whatever lesser period to coincide with the September 1 return, if seniority in the District is one (1) year or less.

C12 Paternity Leave

C12.1 Teachers shall be entitled to one (1) day of paternity leave with pay, to be arranged to be taken within fifteen (15) consecutive teaching days of the birth of the child.

C13 Adoption Leave

C13.1 Teachers shall be entitled to one (1) day adoption leave with pay, to be taken on the day of receiving the child. If required, an additional one (1) day with pay shall be granted if the receiving is to take place outside the Lower Mainland. If both prospective parents are employed by the Board, both parents shall be granted leave if both are required to attend by the Agency.

C13.2 Further adoption leave may be granted as follows:

- a) application for such leave must be submitted fourteen (14) calendar days prior to the effective date of the leave; such period may be reduced by mutual agreement;
- b) leaves taken for less than twenty-four (24) weeks shall terminate December 31, September 1, the end of the semester or quarter, or Spring Break;
- c) leaves granted for between twenty-four (24) weeks to sixteen (16) months shall terminate September 1;
- d) benefit provisions shall be as stated in Article C11.3 a) v);
- e) the employee shall notify his/her principal at least one (1) month prior to the intended date of return to work..

C14 Educational Leave

C14.1 The Board agrees to grant Educational Leave for the purpose of study or research. Application shall be made to the Board before March 31 of the year in which leave is to be taken.

C14.2 A Selection Committee comprised of two (2) representatives from the Board and two (2) representatives from the Union shall be responsible for recommending teachers for Educational Leave, and shall be governed by the following conditions:

- a) Where more than two (2) proposals are received, a minimum of two (2) teachers shall be granted Educational Leave each year;
- b) Each teacher shall be paid 60% of his/her salary for the applicable year;
- c) Educational Leave shall normally commence in September and be for one (1) year. A lesser duration such as a semester, or quarter, may be considered;
- d) The teacher shall give an understanding to return to the service of the Board for a minimum period of two (2) years immediately following the

Educational Leave. Upon failing to do so, the teacher shall refund on demand the amount paid by the Board during the Educational Leave, prorated according to the period of time worked since the return from leave;

- e) During the period of Educational Leave, the Board shall continue its contribution to applicable benefits;
- f) The period of Educational Leave shall be taken into account for the purpose of granting increments;
- g) The candidates for Educational Leave shall have been employed continuously by the Board for five (5) years prior to being granted Educational Leave;

The following shall be regarded as employed time for the purpose of this Article:

- i) maternity and/or parental leave pursuant to the Employment Standards Act;
  - ii) service as D.T.A. President;
  - iii) service with the B.C.T.F.;
  - iv) service with the Department of National Defense;
  - v) exchange teaching;
  - vi) secondment.
- h) Educational Leave shall not be granted to the same teacher more than once in any ten (10) year period;
  - i) The Selection Committee, in making their selections, will take into account the benefit of the study of research to the School District;
  - j) Teachers who have applied for Educational Leave will be advised of the Selection Committee's decision before April 30.

#### C15 Deferred Salary Leave Plan

C15.1 A Deferred Salary Leave Plan shall be implemented as agreed upon in Section J - Appendices (J1). Appropriate forms must be submitted by March 31 each year in order to be effective for the next school year.

#### C16 Deferred Salary Retirement Plan

C16.1 No further contributions shall be permitted to the Deferred Salary Retirement Plan after June 30, 1987. Contributors shall be entitled to maintain and/or withdraw their funds in the Plan according to the provisions of the Schedules and Auxiliary Agreement.

#### C17 Union Leave

C17.1 The D.T.A. President shall be granted leave of absence from his/her duties for the school year. The Board will continue to pay the President his/her salary and to

provide benefits as specified in this Agreement. The Union will reimburse the Board for such costs upon receipt of a monthly statement. The employer's share of the pension contribution for the D.T.A. President shall be remitted at no cost to the union.

- C17.2 The Board will, on the formal written request of the union, grant leave to other executive members of the union on a regular part-time basis or on a full-time basis for all or part of the school year. Wherever practical, any such leave will be for a term which coincides with a natural school break.
- C17.3 Such leave shall be counted as years of experience for purposes of salary, seniority, sick leave and pensions.
- C17.4 The employee returning to his/her duties shall be assigned to the position held prior to the release or, with the agreement of the union, to another comparable position.
- C17.5 In the event the President is unable to fulfill the presidential duties, the Board shall provide a substitute employee to permit another Union member to assume the duties of the President. Provisions of this Article shall also apply to such substitution.
- C17.6 Subject to two (2) weeks' written notice where possible, leave of absence at teacher-on-call costs and without loss of seniority shall be granted to:
- a) an elected or appointed representative of the Union to attend to business of the Union or B.C.T.F. and bodies with which the Union is affiliated;
  - b) employees required to appear as witnesses before an Arbitration Board of the Labour Relations Board.
- C17.7 The Union shall provide the Board with a list of its elected officers, staff representatives and any other official representative. This list shall be kept current by the Union.
- C17.8 Where employee representatives are requested by the Board to meet on Union/Management matters, they shall suffer no loss of pay for time so spent.
- C17.9 Where an employee is seconded or elected to a position with the B.C.T.F. or to an institution, organization or government Ministry involved with education, he/she shall, upon prior written request, be granted leave of absence without pay for up to one school year. Where such leave is for a specified term or appointment, not exceeding four (4) years, the leave shall be for the length of the fixed term or appointment. The provisions of the seniority and experience recognition articles shall govern all such leaves.

C18 Contract Negotiation Leave

C18.1 The Board agrees to release, with pay and benefits, the D.T.A.'s Chief Negotiator for the purpose of meeting with the school board to negotiate a contract settlement.

C18.2 The Board further agrees to release, with pay and benefits, up to four (4) designated employees to negotiate a contract settlement. Costs of teachers-on-call for designated employees shall be jointly shared by the Union and the Board.

C19 Leave for Elected Officials

C19.1 For the purposes of campaigning for an elective office or appointment to a public office, the following conditions pertain:

- a) Up to four (4) weeks leave shall be granted to an employee at teacher-on-call costs for the purpose of campaigning. In the case of a federal election, the leave granted under this clause shall be for the time from the dropping of the Writ to and including Election Day;
- b) If an employee is elected or appointed to a public office, up to ten (10) days annually may be granted by the Board on the basis of teacher-on-call costs being assumed by the employee;
- c) If the office is one that requires a full-time commitment, leave of absence without pay will be granted for the term of the office to which he/she has been elected. Upon termination of the office, he/she will be returned to a position similar to the one left to coincide with the conclusion of the temporary replacement or sooner if a vacancy occurs.

C20 Other Leaves

C20.1 The Board and the Union recognize the need to grant leaves which benefit both the school system and the teaching community, or in emergent situations.

C20.2 In granting leaves under this Article, the Board will be assured that continuity in the instructional program is maintained and that the educational process is not unduly disrupted by the granting of such leave to employees covered by this Agreement.

C20.3 If a leave is requested for one (1) school year or longer in duration, the written request to the Board shall normally be made by March 31 of the year preceding the school year in which the leave is to commence.

C20.4 If a leave is requested for less than one (1) school year, the written request to the Board shall normally be made prior to the proposed commencement of the leave.

C21 Leave for Competitions

C21.1 Upon application, leave may be granted at teacher-on-call cost to enable participation in a recognized official provincial, national or international competition. Such leave may be granted for participation as a judge, coach, or competitor, including, but not limited to competitions in athletics, science and fine arts. Such leave shall not be unreasonably denied.

C22 Registered Retirement Savings Plan (P. C. Article B.5)

C22.1 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.

C22.2 Where an alternative plan exists in a district pursuant to paragraph 22.1(b) above that plan shall remain in effect for the term of the Transitional Collective Agreement.

C22.3 The BCTF Plan shall be made available in all districts not included in Clause 22.2 above no later than December 31, 1996.

C22.4 The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.

- C22.5
- a) During the implementation phase of the BCTF Plan, the Local will be responsible for disseminating information about the plan and for distributing enrollment forms or other forms that may be required to employees. Completed forms shall be processed and forwarded to the designated trustee by the employer.
  - 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, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.

C22.6 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.

- C22.7 Following the establishment of the BCTF Plan pursuant to Clause 22.3 above, employees shall have the opportunity to enroll or re-enroll 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.
- C22.8 An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
- C22.9 There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF plan.
- C22.10 Following the establishment of the BCTF Plan pursuant to Clause 22.3 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.
- C22.11 The BCTF Plan established in a district pursuant to Clause 22.3 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.

## SECTION D - WORKING CONDITIONS

### D1 Regular Work Year for Employees

- D1.1 The annual salary established for employees covered by this Agreement, shall be payable in respect of the employee's regular work year.
- D1.2 Pursuant to the Standard School Calendar established by legislation and regulation, the regular work year shall be scheduled between the first Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays, Sundays, Statutory Holidays, Winter Break and Spring Break. If the last Friday in June falls on or before June 25 the regular work year will end on June 30.

- D1.3 There shall be no fewer than five (5) non-instructional days for professional development. Upon request from the Union, one (1) of the five (5) days shall be used for a district-wide professional day.
- D1.4 The Board shall provide two (2) afternoon non-instructional sessions to allow for Parent/Teacher Conferences and two (2) afternoon non-instructional sessions to allow for assessment/evaluation and/or the designing of educational programs.
- D1.5 Professional development at the school level will be developed collegially by Administration and school staff.
- D1.6 The last day of the school year will continue to be a day made available for necessary year-end administration. Students shall not be in session. It is not to be considered on the non-instructional days described in 1.3 or 1.4 above.
- D1.7 The first day of Winter Break shall be on the Monday preceding December 26. Schools shall reopen on the Monday following January 1 unless January 1 is a Saturday or Sunday, in which case schools shall reopen on the following Tuesday.
- D1.8 The first day of the Spring Break shall be the third Monday in March. Schools shall reopen on the fourth Monday in March. If the fourth Monday in March is Easter Monday, schools shall reopen on the Wednesday, following the fourth Monday in March.
- D1.9 Any work performed by employees covered by this Agreement beyond the employee's work year, shall be voluntary.

D1A Regular Work Year for Adult Education Employees

- D1A.1 ~~Effective July 1, 1999~~ the annual salary based on category and experience provisions for adult education employees shall be payable based on the employee's hours of work during the work year.
- D1A.2 An adult education employee shall be assigned hours of instruction based on course and program schedules.
- D1A.3 A full-time adult education teacher position shall be based on 1,000 hours of instruction during a work year.
- D1A.4 Professional development for adult education teachers will be developed collegially by Administration and adult education staff.
- D1A.5 Any work performed by employees covered by this Agreement beyond the employee's work year, shall be voluntary.

## D2 Instructional Time

- D2.1 The instructional time shall be twenty-five (25) hours per week for full-time elementary teachers and twenty-seven and a half (27.5) hours per week for full-time secondary teachers.
- D2.2 The instructional time for part-time teachers shall be pro-rated.
- D2.3 In an elementary school, the duration of the school day shall not exceed six (6) hours inclusive of:
- a) instructional time not to exceed five (5) hours inclusive of fifteen (15) minutes of recess;
  - b) a regular noon intermission.
- D2.4 In a secondary school, the duration of the school day shall not exceed six (6) hours and thirty (30) minutes inclusive of:
- a) instructional time not to exceed five (5) hours and thirty (30) minutes inclusive of homeroom and time for students to change classrooms;
  - b) a regular noon intermission.
- D2.5 Part-time assignment in secondary schools shall be scheduled in consecutive teaching blocks.
- D2.6 Articles D2.1 to D2.5, inclusive, will not apply to adult education teachers.

## D3 Preparation Time

- D3.1 Full-time secondary teachers shall be entitled to 12.5% of total assigned time for purposes of preparation.
- D3.2 Full-time elementary teachers assigned to classroom instruction shall be entitled to 5% of total assigned time for purposes of preparation. Effective September 1, 1991, full-time elementary teachers shall be entitled to 5.33% (80 minutes) of total assigned time for purposes of preparation.
- D3.3 Part-time teachers of no less than .5 FTE assigned time shall be pro-rated for purposes of preparation.
- D3.4 Articles D3.1 to D3.3, inclusive, will not apply to adult education teachers.

## D4 Supervision Duties

- D4.1 No employee covered by this Agreement shall be required to perform supervision duties during the school's regularly scheduled lunch period.

D4.2 The maximum supervision duty which may be required of any employee covered by this Agreement shall be fifteen (15) minutes per week where supervision duties at that school were normally and regularly assigned prior to the coming into effect of this Article (July 1, 1990).

D5 Extra-Curricular Activities

D5.1 Teachers recognize and support extra-curricular activities as an integral part of the life of the school.

D5.2 In this Agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school.

D5.3 The parties agree that the participation in extra-curricular activities is voluntary.

D5.4 Extra-curricular activities shall not form any part of a job description, posting or evaluation of a teacher.

D5.5 While involved in extra-curricular school or district activities, teachers are considered to be acting in the employ of the Board and as such, are eligible for coverage by the Board's insurance.

D6 Staff Meetings

D6.1 Except for emergencies or extraordinary circumstances, schools will limit staff meetings to one (1) per month.

D6.2 At least seven (7) days' notice of regular monthly staff meetings shall be given.

D6.3 When possible, agenda items will be circulated seven (7) days before the meeting.

D6.4 All staff members shall have the right to place items on the agenda.

D6.5 Written minutes of staff meetings shall be kept and circulated to all staff members.

D6.6 All staff meetings shall be held no earlier than one (1) hour before the commencement of school and no later than two (2) hours after the end of the instructional day, during the normal instructional week, but not normally during recess or lunch hour unless by mutual agreement.

D6.7 Attendance at staff meetings held before the day after Labour Day and after the last school day in June shall not be mandatory.

D6.8 When a staff meeting is called at a time when a part-time teacher is not on duty, that teacher shall not be required to attend the staff meeting. It is the teacher's responsibility to apprise him/herself of the staff meeting agenda and the decisions made.

D7 Class Composition

D7.1 For the purposes of articles D7 and D9 (Mainstreaming and Integration), the school-based team shall function as a teacher support team and include:

- a) potential receiving teacher(s);
- b) an administrative officer;
- c) a classroom teacher;
- d) a Learning Assistance Teacher;
- e) school or district professional personnel;
- f) other appropriate personnel.

Where applicable, the parent(s) and/or student may augment the school-based team.

D7.2 The Board and Union recognize that students, other than those identified for purposes of Function 1 funding, may significantly affect classroom management, routines and instructions.

D7.3 The Board shall provide opportunities for teacher input into class organization at both elementary and secondary level.

D7.4 Where the teacher determines that there are students in his/her class who significantly affect classroom management, routines, or instruction, he/she shall have the right to refer such students to the school-based team for consideration and appropriate action.

D7.5 Within five (5) teaching days of the referral, the school-based team, together with the classroom teacher, shall meet to consider the referral.

D7.6 The school-based team shall within a further five (5) days make recommendations it considers appropriate in the circumstances. Such recommendations may include but shall not be limited to:

- further assessment
- ~~instructional modifications~~
- ~~a referral for alternate placement~~
- release time for the enrolling teacher and other school-based personnel as may be required to facilitate ongoing assessment and consultation
- ~~teacher assistant time~~

- other assistance as agreed to by the enrolling teacher.

~~D7.7 The recommendations of the school based team that can be implemented with existing school resources, shall be implemented as quickly as possible.~~

~~D7.8 If the school based plan cannot be implemented within fifteen (15) days of referral, the teacher, in conjunction with the school based team, may request additional resources from the Director of Special Programs and the Zonal Assistant Superintendent. That resource request shall be met as soon as possible.~~

~~D8 Class Size Guidelines~~

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 as Memorandum K3 (Pages 85-87)

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

	<u>98-99</u>	<u>99-00</u>	<u>00-01</u>
<u>K</u>	20	20	20
<u>1</u>	25	23	22
<u>2</u>		23	22
<u>3</u>		23	22

Where there is more than one primary grade in any class with primary students, the class size maximum for the lower grade shall apply.

Where there is a combined primary/intermediate class, an average of (a) the maximum class size of the lowest involved primary grade and (b) the maximum class size of the lowest involved intermediate grade will apply.

For further details, the actual Memorandum should be consulted.

~~D8.1 The Board and the Union agree to the following class size maximums.~~

~~D8.2 Maximum class sizes for regularly scheduled classes shall be:~~

<del>Kindergarten (P1)</del>	<del>23 students</del>
<del>Primary</del>	<del>23 students</del>
<del>Intermediate</del>	<del>29 students</del>
<del>Special (Resource Room)</del>	<del>15 students</del>
<del>Secondary</del>	<del>30 students</del>
<del>Secondary English</del>	<del>28 students</del>
<del>Science/Life Skills and Family Management</del>	<del>28 students</del>

Home Economics/Industrial Education	24 students
Special (EMH/TMH)	10 students

~~D8.3 No teacher shall be required to enroll Kindergarten (P1) students in both morning and afternoon sessions where Kindergarten (P1) students are part of a split/multiprogram class.~~

~~D8.4 Maximums shall be in force by October 15th of each year.~~

~~D8.5 The above maximums can be exceeded by no more than two (2) before assistance must be provided.~~

~~D8.6 Classes may exceed maximums in the following circumstances:~~

- ~~a) Band, Choir or Drama classes where the teacher has so requested;~~
- ~~b) the school staff agree to exceed the limits for educationally sound reasons;~~
- ~~c) where external constraints beyond the Board's control make the maintenance of the class size maximums impossible;~~
- ~~d) when additional staffing, preparation or release time has been provided with the agreement of the teacher. Such agreement shall not be unreasonably withheld.~~

~~D8.7 Kindergarten (P1) classes shall not exceed a maximum of 23.~~

~~D8.8 The number of students in a laboratory, shop or other specialized classroom shall not exceed by more than two (2), the number for which the facilities were designed.~~

~~D8.9 Counselling, library and learning assistance resources will not be eroded to maintain class size.~~

D8A Adult Education

~~D8A.1 The board shall establish class sizes according to the following:~~

ABE (if attendance required)	25
HSC	30
HSC (secondary English)	29
ESL Beginners	21
ESL Intermediate/Advanced	25
Tutorial (drop in)	1:75 enrolled
Computer Assisted Labs	1:75 enrolled

~~D8A.2 The guidelines shall be in force no later than two weeks following the first scheduled class for regular classroom programs and no later than two weeks~~

following notification to the administrative officer by the teacher for continuous intake programs.

~~D8A.3 The number of students in a laboratory, shop or other specialized classroom shall not exceed the number for which the facilities were designed or equipped or which can be safely accommodated.~~

~~D8A.4 The guidelines may be exceeded in regular classroom programs with the agreement of the instructor subject to any terms agreed upon by the instructor, the local and the employer.~~

~~D8A.5 Whenever a tutorial or computer assisted laboratory class exceed 24 students in attendance another instructor shall be called, or other resources shall be provided for that day, as requested by the instructor.~~

## D9 Mainstreaming and Integration

D9.1 Mainstreaming and Integration of Special Needs students into regular classrooms should provide a positive educational experience for both the Special Needs student and the other students in the classroom. ~~To this end the Board will make every reasonable effort to provide the conditions and resources necessary for a successful educational experience for all students.~~

~~D9.2 The Board and the Union agree that when a special needs student is to be included in a regular classroom the following procedures shall occur:~~

- ~~a) a meeting of the school based team shall be called to consider relevant educational and medical information and to recommend an appropriate program including placement, pre-service and ongoing in-service for the receiving teacher and curricular and material modifications and such recommendations shall not be unreasonably denied;
  - ~~i) class composition will be a factor in determining placement and, except in circumstances where the team recommends otherwise, a maximum of three (3) students may be included in a regular class;~~
  - ~~ii) pre-service and in-service support shall be provided during instructional hours, except as limited by external budgetary constraints.~~~~
- ~~b) Appropriate facilities and equipment shall be in place prior to the inclusion of a student with special needs into a classroom, except as limited by external budgetary constraints.~~
- ~~c) Prior to inclusion of special needs students into the regular class, clear procedures shall be established for the carrying out of fire and earthquake drills that expedite the evacuation and care of children who have physical handicaps.~~
- ~~d) Intercommunication devices shall be provided in rooms where emergency aid may be required.~~

- e) The receiving teacher should be involved in the development of the Individual Educational Plan for the student with special needs who is to be included in his/her classroom. However, the receiving teacher should not be solely responsible for the development of the I.E.P.

D9.3 For the purposes of Article D9, students with special needs shall be those students who are being mainstreamed or integrated into a regular classroom and shall include:

- a) Low Incidence Categories
  - i) Dependent Handicapped
  - ii) Moderately Mentally Handicapped
  - iii) Severely Handicapped
  - iv) Physically Handicapped
  - v) Visually Impaired
  - vi) Hearing Impaired
  - vii) Autistic
- b) High Incidence Categories
  - i) Severe Learning Disabled
  - ii) Mildly Mentally Handicapped
  - iii) Severe Behaviour

D9.4 ~~In emergency situations the Board will do everything possible to quickly assemble the appropriate resources and to provide the necessary support mechanisms to assist teachers in meeting the needs of all children in the classroom.~~

D9.5 The Union and the Board agree to establish an on-going committee to review the implementation of Class Composition and Mainstreaming and Integration Articles and to make recommendations where appropriate.

D9.6 Articles ~~D9.1 to D9.5~~, <<**Replace with correct article numbers**>> inclusive, will not apply to adult education teachers.

## D10 Professional Autonomy

D10.1 Teachers shall, consistent with the requirements of the prescribed and authorized curriculum and district program expectations, have individual professional autonomy in determining the methods of instruction, and the planning and presentations of course materials in the classes of pupils to which they are assigned.

## D11 School Accreditation

D11.1 The Board and the Union agree that the Ministry guidelines constitute the provisions under which the school accreditation process shall occur.

- D11.2 a) The School Accreditation/Assessment Steering Committee shall consider and make recommendations to the staff in respect of the accreditation process. Such recommendations may include, but are not limited to the following:
- i) the decision to undertake and proceed with the elementary assessment process;
  - ii) the purpose, goals and objectives of the accreditation/assessment process;
  - iii) the instruments to be used;
  - iv) the composition and function of the external team;
  - v) the frequency of the elementary assessment process;
  - vi) the release of the accreditation/assessment findings;
  - vii) implementation of the recommendations contained in the accreditation/assessment report;
  - viii) additional funds and resources required to complete the accreditation/assessment process beyond those targeted by the Ministry.
- b) The Board shall ensure that all funds and resources available from the Ministry in support of the accreditation/assessment process shall be dedicated to that process.
- c) Where there is a consensus between the external team and the school staff, the recommendations will be submitted to the Board for consideration and appropriate implementation.

D12 Educational Change

- D12.1 a) An ongoing Joint Educational Change Committee shall be established to provide advice on the planning for and implementation of educational change in the district based on the principles outlined in D12.2. The membership of the committee shall be composed of equal numbers appointed by the Board and Union.
- b) The Board shall provide sufficient release time for members of the Joint Educational Change Committee to meet and conduct its business.
- c) Committees formed to deal with the implementation of specific education changes shall report as necessary to the Joint Educational Change Committee.
- D12.2 The Board and the Union agree that the teacher is the key agent in the process of educational change. Conditions for effective and lasting change include, but are not limited to:
- a) the teacher's role in educational change;
  - b) classrooms and schools as centres for change;
  - c) consideration to the precursors for change -- present practice, the value of the new practice, clarity of proposed outcomes;

- d) appropriate resources;
- e) time;
- f) teacher determination of appropriate methodology;
- g) professional development support including the opportunity for retraining;
- h) responding to research of best practice and the notion of pilot testing new innovations;
- i) planning that considers and makes explicit outcome indicators for successful change.

The implementation shall acknowledge the uniqueness of communities, school districts, and schools and the diverse needs and expectations of parents and students. The process shall be flexible enough to accommodate these differences.

### D13 Professional Development

D13.1 The Board and the Union agree on the importance of fostering the professional development of individuals and school-based professional development leadership. Each school staff shall elect a Professional Development contact person.

D13.2 The Board shall provide a fund for the purpose of promoting the professional development of the teaching staff of the school district. The funding formula shall be the number of F.T.E. teachers as at October 31 each year, plus the number of teachers on the official teacher-on-call list as at October 31 each year, multiplied by 50% of the daily teacher-on-call rate of pay.

D13.3 Any funds not used in a given year shall be carried forward and added to the following year's in-service funds.

D13.4 The professional development fund will not be required to finance educational change or curriculum implementation in the district.

D13.5 Teachers-on-call shall have access to the professional development fund on the same basis as other employees in the district.

D13.6 The professional development fund shall be administered by the Union's Professional Development Committee.

D13.7 Professional development at the school level will be developed collegially by Administration and school staff.

D13.8 The Union shall submit an annual report to the Board accounting for the disposition of the funds.

D14 Home Education

D14.1 Educational services that may be required for home education students (as defined in School Act Division 4 (12 & 13), Regulation Section (3)), shall be provided by members of the bargaining unit.

~~D14.2 The Board shall provide such additional teaching staff and resources as are agreed to between the Board and the Union to meet its statutory requirements in respect of home education students.~~

~~— D14.3 Teachers who enroll classes or otherwise provide educational programs to school-based students shall not be required to: instruct, prepare materials or exams, assess or prepare reports or provide other educational resources to home education students unless home schooling constitutes a discrete portion or part of the teacher's assignment.~~

D15 Beginning Teachers

D15.1 Beginning teachers shall be provided with specific teaching conditions to help them in their adjustment to teaching. The specific conditions shall include, but not be limited to a teaching assignment wherein:

- i) ~~the most demanding classes are not their responsibility, and~~
- ii) ~~the number of subject preparations are kept to a minimum.~~

D15.2 The Board and Union shall jointly design mentoring and induction programs.

D16 Staff Orientation

D16.1 All employees new to the district shall receive no later than thirty (30) days after commencing duties, an orientation provided by the Board and the Union.

D16.2 The orientation shall acquaint employees with the basic operation of the school district and the school as well as the rights and responsibilities of the Collective Agreement.

D16.3 The Board will provide release time for employees new to the district in support of their adjustment to the district.

~~D17 Staffing Formula - Non-Enrolling/English as a Second Language Teachers  
(P.C. Article D.1)~~

~~D17.1 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:

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

~~D17.2 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.~~

~~D17.3 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:
  - teacher librarians 1:616
  - counsellors 1:602
  - learning assistance 1:409
  - special education 1:282~~
- ~~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 1:616.  
Effective July 1, 1999, teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to 616 students.~~
- ~~iii. Counsellors  
Effective July 1, 1998, counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to 602 students.~~
- ~~iv. Learning Assistance Teachers  
Effective July 1, 1998, learning assistance teachers shall be provided on a minimum pro-rated basis of learning assistance teachers to students in the ratio 1:409.  
Effective July 1, 2000, learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to 409 students.~~
- ~~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 282 students.~~

#### D17.4 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 62.1 students. Staffing ratios shall not decrease below the number reflected in the 1997/98 Ministry form 1530 (1:62.1).~~

#### D17.5 Process

- ~~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. By May 30, 1998, School Districts shall provide to the Ministry in writing, with copies to the Local and BCTF, staffing plans for each school and district for each category outlined in D17.3 and D17.4, that set out how the estimated funding shall be utilized.~~
- ~~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 May 30 of that year submit its staffing plan to the Ministry, with copies to the Local and state therein the reasons why, in the opinion of the District, it is not possible to achieve the ratios which would otherwise apply.~~
- ~~iv. Within 10 days of submission of the staffing plan referred to above, a joint committee of no more than 3 representatives of the District and no more than 3 representatives of the Local shall meet to address whether it is possible to resolve any outstanding issues in order to achieve the non-enrolling ratios referred to in this Agreement.~~
- ~~v. Where this process fails, either party, within 5 working days, may refer the matter to Vince Ready or another mutually acceptable arbitrator for binding decision. Such decision shall be provided within 10 days of the referral.~~
- ~~vi. 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 D17.3 and D17.4.~~

~~D17.6. The process set out in D17.5 will be implemented on an accelerated schedule as determined by the Ministry of Education, in consultation with the Parties, for years 2 and 3 of the Agreement.~~

~~D17.7 All provisions regarding non-enrolling teachers, in the previous Collective Agreement shall apply, except as modified by this article. Where the previous Collective Agreement provides for services, case load limits or ratios additional or superior to those established through this process, the services, case load limits or ratios from the previous Collective Agreement shall continue to apply.~~

D18 Harassment/Sexual Harassment (P. C. Article E2)

Note: Please refer to the provincial Letter of Understanding No. 2 (attached as K2 Page 84), which may affect the operation of this Article.

D18.1 General

- a. The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment.
- b. The employer considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to discipline and/or corrective actions. Such actions may include counselling, courses that develop an awareness of harassment, verbal warning, written warning, transfer, suspension or dismissal.
- c. No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.
- d. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- e. The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

D18.2 Definitions:

- a. For the purpose of this article harassment shall be defined as including:
  - i. sexual harassment; or
  - ii. any improper behavior that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or
  - iii. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates, or humiliates another person; or
  - iv. the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
  - v. such misuses of power or authority as intimidation, threats, coercion and blackmail.

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

D18.3 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.

#### D18.4 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.

#### D18.5 Training:

- a. The employer, in consultation with the Union, shall be responsible for developing and implementing an ongoing harassment and sexual harassment awareness program for all employees.  
Where a program currently exists and meets the criteria listed in this agreement, such a program shall be deemed to satisfy the provisions of this article. This awareness program shall initially be for all employees and shall be scheduled at least once annually for all new employees to attend.

- b. Within twelve (12) months of the concluding of the collective agreement, the employer shall have a training program in place. The program shall include but not be limited to:
  - i. the definitions of harassment and sexual harassment as outlined in this Agreement;
  - ii. understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
  - iii. developing an awareness of behavior that is illegal and/or inappropriate;
  - iv. outlining strategies to prevent harassment and sexual harassment;
  - v. a review of the resolution of harassment and sexual harassment as outlined in this Agreement;
  - vi. understanding malicious complaints and the consequences of such;
  - vii. outlining any board policy for dealing with harassment and sexual harassment;
  - viii. outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

D19 Falsely Accused Employee Assistance

D19.1 When a teacher has been falsely accused of child abuse or sexual misconduct, the Board will assist the teacher by:

- i) working with the teacher to develop a plan which facilitates a smooth return to the teaching profession;
- ii) providing additional funding to the Employee and Family Assistance Program to ensure availability of counselling assistance to the employee and the employee's family;
- iii) providing, upon request by the employee, available factual information to parents and students.

D20 Health and Safety Committee

D20.1 The Union and the Board agree that no employee should be required to work in an environment which is hazardous to health or which puts safety into question.

D20.2 A District Health and Safety Committee shall be established by the Board.

D20.3 The Committee shall have joint representation with equal numbers of Union and Board representatives.

D20.4 The Committee shall:

- a) be responsible in ensuring that the district is in compliance with all W.C.B. regulations;
- b) promote safety;

- c) consider recommendations and propose implementation where warranted.

D20.5 Committee minutes shall be forwarded promptly to the Union and the Board.

D21 First Aid Attendant

D21.1 The Board agrees to designate a first aid attendant for each school.

D21.2 A designated first aid attendant shall hold or be in training for a recognized first aid certificate.

D21.3 The Board shall reimburse employees for course fees associated with the completion of any recognized first aid certificate. This may include any resits necessary for successful completion of requirements.

D21.4 All work sites with fifty (50) or more employees will have up to two (2) designated industrial first aid attendants. Secondary schools with less than fifty (50) employees will have one (1) designated industrial first aid attendant. These attendants shall be compensated in the amount of \$1,000/year.

D21.5 All other work sites will have a designated attendant with minimum certification of Safety Oriented First Aid (S.O.F.A.). These attendants shall be compensated in the amount of \$250/year.

D22 Availability of Teachers-on-Call

D22.1 When a teacher with instructional duties is absent from a school, the Board shall employ a teacher-on-call to replace that teacher upon being informed of such absence.

D22.2 Except in an emergency, teachers, excluding teachers-on-call, shall not be required to:

- a) perform the instructional duties of a teacher who is absent;
- b) supervise the students of a teacher who is absent.

D23 No Discrimination

D23.1 The Board and the Union endorse the provisions of the Human Rights Act of British Columbia that address the issues of employment discrimination.

D23.2 No applicant for a position nor any employee covered by this agreement shall be discriminated against on the basis of race, colour, creed, age, physical handicap, sex or sexual orientation, religious or political affiliation, national origin, marital status, or whether he/she has children.

D23.3 No employee shall suffer any form of discipline, harassment or discrimination by the Board or any of its representatives as a result of having filed a grievance or having taken part in any proceedings under the grievance procedure or because he/she is participating in the activities of the association, carrying out duties as representative of the association, or involved in any procedure to interpret or enforce the provisions of the collective agreement.

D24 Non-Sexist Environment (P.C. Article E.1)

D24.1 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.

D24.2 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.

D24.3 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.

D25 School Act Appeals

D25.1 Where a pupil and/or parent/guardian files an appeal under the School Act (Section 11) and the Board By-law of a decision of an employee covered by this Agreement, or in connection with or affecting such an employee:

- a) the employee and the Union 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 that is part of the appeal process where the appellant is present and shall have the right to representation by the Union; and
- c) the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.

D25.2 The Board shall refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first discussed the decision with the employee(s) who made the decision.

D25.3 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.

D26 Non-Racist Environment

D26.1 The Board and the Union do not condone and will not tolerate written or verbal expressions of racism.

D26.2 A Human rights Committee, composed of equal numbers of Board and Union representatives shall:

- a) encourage the continuing review of all prospective learning materials for racial or any discriminatory bias;
- b) Investigate any written allegation that material is racist, offensive, or discriminatory and report the results of their investigation to the Superintendent and the President of the Union on race relations and employment equity.

SECTION E - PERSONNEL PRACTICES

E1 Appointment of Teachers

- E1.1
- a) All teachers appointed to the teaching staff of the district shall be appointed on a continuing contract of employment except for teachers-on-call. Term teachers employed in the District will be converted retroactively to continuing appointment if they have accumulated an aggregate service of more than one year on term contract.
  - b) Continuing teachers in their first year of employment with the Board shall be evaluated according to the procedure outlined in the Letter of Understanding H4 (Evaluation of Teachers in their First Year of Employment with the Board) attached to the Collective Agreement.
  - c) A long-term teacher-on-call shall be converted to a continuing contract after eighty (80) teaching days in one assignment.

E1A Appointment of Adult Education Teachers

E1A.1 Commencing September 1, 1998, all adult education teachers shall be appointed on term contracts.

E1A.2 An adult education teacher who is reappointed after September 1, 1998 to the same course or program in the next school year shall be appointed on a continuing contract provided that there is a reasonable expectation that the course or program will continue to be offered in the next subsequent year. The continuing appointment shall be for the FTE equivalent of the course or program.

E1A.3 Notwithstanding Article E1A.2 the Board may maintain the maximum continuing appointments in adult education at or below 80% of the FTE positions in adult education programs. No adult education teacher shall lose his or her continuing appointment by virtue of this provision.

E2 Offer of Appointment to the District

- E2.1 All prospective teachers will be advised that offers of appointment shall be made verbally by the Superintendent or his/her designate. Such offers shall be binding.
- E2.2 Following a verbal offer of appointment to the district, the Board shall confirm such an offer in writing or by FAX within two (2) business days.
- E2.3 Upon receipt of an offer, the teacher shall have up to two (2) business days in which to respond.

E3 Positions and Assignment

- E3.1 School staffs are encouraged to establish a collegial process for determining the timetable and staff assignments for the next school year. Prior to May 31, the staff committee will meet with the Principal of the school to discuss and review the timetable and staff assignments for the next school year.
- E3.2 Assignment within the school shall be based on consideration of the following factors: seniority, qualifications, training, experience, equitable distribution of workload, and personal preference of the teacher, and shall not be used for disciplinary purposes.
- E3.3
  - a) When filling vacant positions in a school, continuing teachers currently on that staff who are qualified as per Article B6 (Definition of Qualifications) and who hold necessary qualifications which are valid, shall be offered internal reassignments prior to the position being posted. Time allotted to the process of internal reassignment shall not exceed ten (10) school days.
  - b) Where a change in staffing allocation would result in a change to a teacher's assignment, that teacher shall be offered part-time or full-time internal reassignment, provided the teacher is qualified.
- E3.4 A teacher who is not satisfied with a proposed assignment may appeal his/her assignment to the Principal. If this does not resolve the matter, he/she may direct the concern to the Staff Committee. The Committee may, after hearing the Principal, teacher and other teachers directly affected by any proposed alternative assignment, recommend to the Principal that the teacher's assignment be changed.

E3A Positions and Assignments in Adult Education Programs

- E3A.1 Adult education teachers with continuing appointments shall continue with the assignment for which the continuing appointment has been made.

- E3A.2 The Board may reassign adult education teachers as required in order to fulfil the contractual obligations of the continuing appointment.
- E3A.3 The Board shall designate a minimum of 60% of the adult education courses or programs as continuing (core) courses or programs.
- E3A.4 The designation process referred to in E3A.3 shall occur prior to each course offering to the public.
- E3A.5 The continuing (core) courses or programs shall first be filled by teachers with continuing appointments.
- E3A.6 Any vacancies that remain after assignments to continuing appointment teachers are completed shall be offered, based on seniority and qualifications, to part-time continuing appointment teachers who have indicated a preference to increase their teaching assignment provided that there are no scheduling conflicts with the assignment.
- E3A.7 Notwithstanding Article E1A.3, when a course or program is offered and accepted pursuant to the terms of E3A.5 the adult education teachers' continuing appointment shall be increased accordingly.
- E3A.8 The courses or programs that are not designated as continuing (core) shall be courses or programs that are new, offered on an irregular basis or overflow courses and shall be referred to as term courses or programs.

E4 Posting Vacant Positions

- E4.1 "Vacancy" means a newly created position, a position created by an internal reassignment as per Article E3 (Positions and Assignment) or an existing position vacated by the incumbent. For adult education programs "vacancy" means a course or program designated as continuing (core) to which no teacher has been assigned.
- E4.2 As soon as they become known, all vacancies of forty (40) school days' duration or longer shall be posted for a period of seven (7) calendar days. Copies of all postings shall be sent to the Union President and the school Principal.
- E4.2A The Board may post term adult education courses or programs at any time and may indicate on the posting that the position is subject to sufficient enrolment.
- E4.3 The Board shall maintain a Job-Line where applicants can access information on all posted positions.
- E4.4 All job postings shall include:

- a) description of position to be filled;
- b) type of appointment and assignment;
- c) pertinent dates;
- d) necessary qualifications which are valid.

E4.5 Advertisements and application forms shall not include reference to extra-curricular activities and programs.

#### E5 Filling Vacant Positions

- E5.1
- a) In filling a vacant position, Board Personnel will review the applications of all continuing teachers. The applicant with the greatest seniority who possesses the qualifications as stated in the job posting and as outlined in Article B6 (Definition of Qualifications), will be offered the position.
  - b) If no qualified continuing teacher has applied, qualified applicants who are on the current teacher-on-call list will be given consideration before other applicants.
  - c) No position will be advertised outside the district until all internal applicants have been considered.

E5.2 In filling any vacant position, qualifications shall be those as stated in the job posting and as outlined in Article B6 (Definition of Qualifications).

E5.3 If a new or existing position becomes vacant after September 1, and the successful candidate is currently assigned to another position in the district, the transfer shall be effected at a mutually agreeable time.

E5.4 Vacancies in positions of special responsibility as per Article E7 ((Positions of Special Responsibility), shall be filled by competition. For any position of special responsibility at the district level, the Union shall have the right to have representation on the selection committee.

E5.5 Names of successful candidates will be published.

E5.6 Articles E5.1 to E5.5 shall apply to adult education courses or programs designated as continuing (core) course or programs.

#### E5A Filling Term Adult Education Course or Programs

E5A.1 The successful applicant shall be offered a term contract for the duration of the course or program.

E5A.2 Any applicant who has previously successfully taught the course or program shall be offered the position in priority over other applicants.

E5A.3 When a course or program assigned to an adult education teacher on a continuing contract is cancelled or combined, the adult education teacher may be assigned to a term course or program.

E6 Transfers

E6.1 When a department or part of the staff within a school is declared to have a surplus of teachers, seniority in the District and assignment in the school will be the basic criteria for transferring a teacher. This does not preclude a more senior teacher volunteering to transfer and he/she will be entitled to all the rights of this Article.

E6.2 The Principal will consult with the appropriate staff member(s) with respect to the declared surplus prior to any announcement to the school staff.

E6.3 It is recognized that should extenuating circumstances occur where the application of the criterion of seniority is not appropriate to accommodate the reduction or transfers of staff, an educationally sound rationale shall be provided, in writing, for the decision reached.

E6.4 Any employee who has been transferred without agreement shall not be subject to a further transfer without agreement for two (2) continuous school years.

E6.5 When a teacher is transferred after the school year has commenced, the school district will provide assistance so that:

- a) the teacher's own materials are moved to the new classroom;
- b) the teacher is given time to gather materials from the classroom to be vacated;
- c) the teacher is given time to reorganize for the new classroom assignment.

E6.6 The Board may transfer a teacher to a significantly different grade level or subject area only if:

- a) there remain no vacancies in the teacher's existing grade level or subject area for which he/she has the necessary qualifications, and the teacher has the least district-wide seniority, as per Article B4 (Definition of Seniority), amongst teachers in his/her existing grade level or subject area; and
- b) the Board will provide support for the teacher in his/her new assignment.

E6.7 Teachers transferred as a result of reduced staff allocation to a school shall have the first priority in retaining their present position if the allocation is increased to the previous level prior to the end of the first week of school.

E6.8 Teacher-initiated transfers are effected through the posting process, except as agreed to by the Union.

E6.9 Teachers on continuing appointments may submit an application to exchange positions for a one-year period, provided each is qualified for the other position. Should any request be denied, reasons will be given in writing if so requested by the applicants. Upon approval, this exchange can be renewed for one (1) additional year. During the period of exchange, a teacher may not transfer to another position.

**~~TRANSITIONAL TRANSFERS ADULT EDUCATORS~~**

~~E6.10 Articles E6.1 to E6.9 shall not apply to adult education teachers until July 1, 2000.~~

E7 Positions of Special Responsibility

E7.1 The Board, in consultation and agreement with the Union, will draw up job descriptions for all Positions of Special Responsibility, including, but not limited to, Head Teachers, Department Heads, Helping Teachers and Teachers in Charge. These descriptions shall be recognized as the job descriptions for such positions.

E7.2 The Board, in consultation with the Union, shall prepare a new job description whenever a new Position of Special Responsibility is created or whenever the duties of any such position are changed or increased. When such a position is created or changed, the allowance shall be subject to negotiations between the Board and the Union.

E8 New Positions

E8.1 Where a new position is created or a district secondment is considered, any allowance for the position shall be subject to negotiations between the Board and the Union. An interim rate may be established by the Board. Any dispute as to the allowance shall be referred to Step 2 of the Grievance Procedure (Article B1).

E8.2 School-based personnel seconded to district staff shall continue to receive remuneration consistent with the position from which he/she was seconded; but, in no case shall the remuneration at the seconded position be less than the individual's placement on the salary scale plus an allowance equivalent to a Coordinator (Article G12 - Allowances).

E9 Personnel Files

E9.1 There shall be only one (1) district personnel file for each employee covered by this Agreement, maintained at district offices. Any file relating to an employee, kept at a school, shall be destroyed when the employee leaves that school.

E9.2 After receiving a request from an employee, the Superintendent and/or designate, in respect of the district file, or the administrator of the school, in respect of any

school file, shall grant access to that employee's file at a mutually convenient time.

- E9.3 An appropriate school board official shall be present when an employee reviews his/her file, and the employee shall have the right to be accompanied by a Union representative.
- E9.4 The school board agrees that only factual or material relevant to the employment of the employee shall be maintained in personnel files.
- E9.5 Where material critical of the teacher, or in the nature of a reprimand is placed in the file:
  - (a) the teacher shall be so informed and
  - (b) the teacher may elect to attach an addendum to the material.
- E9.6 Upon written request, material critical of the employee (other than evaluation reports) or in the nature of a reprimand, may be removed after two (2) years provided that no material of a similar nature has been filed subsequent to the initial filing. This request shall not be unreasonably denied. If the appropriate Board Official does not agree to the removal of the specified material, the Union may file a grievance pursuant to Article A.6 (Grievance Procedure) of this agreement.
- E9.7 District personnel files shall be in the custody of the Superintendent or designate and shall not be accessible to other than appropriate administrative officials of the school district.

#### E10 Evaluation Process

- E10.1 Prior to the first formal visit, the evaluator and the teacher shall discuss and confirm the process of evaluation and the criteria by which the teacher's effectiveness is to be evaluated. If a teacher disagrees with the process or criteria, the teacher may, without prejudice, indicate his/her objections in writing to the Principal with a copy to the Superintendent and to the Union.
  - a) The criteria of effectiveness shall relate to teaching and learning situations which can reasonably be expected to be the teacher's responsibility and over which the teacher has control.
  - b) The teacher and the evaluator shall agree on the time span of the process and on a time table for observations and conferences.
  - c) In the case of a teacher new to Delta, the process of evaluation shall not, without the agreement of the Union, begin earlier than eight (8) weeks after the assignment commences.
  - d) Only assigned activities shall be evaluated.
  - e) The evaluation will be based on sufficient observations which reflect the teacher's assignment and the general work of the teacher in that school.

- f) In the case of an adult education teacher, the evaluator may consider the results of student surveys of the adult education program and its delivery routinely conducted to assist in determining the effectiveness of programs which have been returned by at least 60% of the teacher's current students. The student surveys and results the evaluator intends to consider shall be given to the teacher as part of the criteria and process to be provided to the teacher under Article E10.1

E10.2 As soon as practical after formal classroom observation(s), the evaluator will discuss his/her observations with the teacher.

- a) Any concerns shall be reviewed prior to the next formal classroom observation.
- b) Specific suggestions for improvement shall be in writing.
- c) Any weaknesses which are overcome prior to the writing of the final report shall not be reflected therein.

E10.3 Any report made on a teacher shall be in writing.

- a) The content of a teaching report shall be a specific, objective description of a teaching performance and judgments made shall be adequately substantiated.
- b) The teacher shall receive a draft of the teaching report at least one (1) week before the report is filed.
- c) The parties should make every effort to establish agreement on the accuracy of the draft and attempt to reconcile any differences of opinion.
- d) Provision shall be made for a teacher to countersign the report before it is filed.
- e) A copy of the report shall be given to the teacher at the time the report is filed.
- f) The teacher shall have the right to submit to the evaluator a written commentary on the report to be filed with all copies of the report.

E10.4 If there is reason to believe that there is bias on the part of the evaluator, a new evaluator, acceptable to the teacher, shall be appointed.

#### E10.5 Criteria for Evaluating Teachers

In general, written reports may include the following categories:

- a) Introductory Comments
- b) Planning
- c) Instruction
- d) Assessment and Evaluation of Student Progress
- e) Classroom Management, Discipline and Climate
- f) Professional Development
- g) Contributions to the School and District
- h) Staff, Student and Parent/Community Relations
- i) Conclusion.

E10.6 Plan of Assistance

- a) When a report states that the learning situation is less than satisfactory, the teacher shall have the opportunity to participate in a plan of assistance.
- b) The evaluator shall take the initiative to develop a plan of assistance in conjunction with the teacher, the employer and the local association.
- c) The plan shall include a statement of weaknesses to be overcome, recommendations for improvement, a sequential process for overcoming identified weaknesses, an adequate time line, and the identification of necessary resources and professional support.
- d) The plan should be developed and made available to the teacher within one (1) month of the filing of the report.

E10.7 Evaluation Schedule

The evaluation schedule for continuing teachers shall be as follows:

- a) For teachers on a continuing appointment in their first year of employment pursuant to the Letter of Understanding H4 (Evaluation of Teachers in their First Year of Employment with the Board) appended to this agreement; then in their fifth year and thereafter every tenth year;
- b) Teacher initiated;
- c) Evaluator initiated where there are concerns;
- d) Evaluator initiated with the agreement of the teacher.

E10.8 The requirement for a teacher's evaluation may be waived by the Board where agreement exists between the teacher and supervisor which is approved by the Superintendent.

E11 Procedures Where Dismissal Based on Performance

E11.1 The Board shall not dismiss a continuing teacher on the basis of less than satisfactory performance of duties except where the Board has received three (3) consecutive reports indicating that performance is less than satisfactory pursuant to Article E10 (Evaluation Process).

E11.2 The reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months. Such period not to include the time during which the teacher is participating in a Plan of Assistance. This Plan may include a mutually-agreed upon transfer of a leave of absence for professional development, pursuant to Article E10 (Evaluation Process).

E11.3 Two (2) reports shall be written by the Principal of the school to which the teacher is assigned. A third report shall be written independently by a Superintendent, an Assistant Superintendent, a Director or District Principal. The results of all reports shall be based solely on the evaluator's own observations.

E11.4 Where the Board intends to dismiss a teacher on grounds of less than satisfactory performance of teaching duties, it shall, no later than two (2) calendar months prior to the end of the school term, notify the teacher and the President of the Union of such intention and provide an opportunity for the teacher and representative of the Union to meet with the Superintendent and the Board within fourteen (14) days of such notice.

E11.5 Where, subsequent to such meeting, the Board decides to dismiss a teacher pursuant to this Article, it shall issue notice of dismissal at least one (1) month prior to the end of a school term, to be effective at the end of that school term, setting out the grounds for such action.

SECTION F - ON-CALL TEACHING

F1 Teachers-on-Call on the On-Call List

F1.1 The Board shall maintain a list of certificated and qualified employees who have been employed by the Board to work as on-call employees. This list shall be called the "Teacher-on-Call List" and shall be referred to as the "List". The Board shall forward a copy of the list to the Union, initially in the month of September, and then quarterly, with additions and deletions forwarded monthly or as requested by the Union.

F1.2 The Board shall not remove a person from the list of Teachers-on-Call save for just and reasonable cause, subject to Article A6 (Grievance Procedure).

F2 Teachers-on-Call - Pay/Benefits/Working Conditions

<p><del>F2.1 Teacher on-Call Pay: July 1, 1998 — June 30, 2000</del></p> <p><del>a) Teachers on call holding a valid B.C. teaching certificate shall be paid 1/220 of Category 4-0 for each day worked.</del></p> <p><del>b) On the sixth consecutive day and thereafter for the same teacher, the teacher on-call shall be paid according to certificate and recognized experience, retroactive to the first day.</del></p>
--

F2.1.1 Teacher-on-Call Pay: Effective July 1, 2000 (P.C. Article B.2.(5), (6))

a) Effective July 1, 2000, employees who are employed as Teachers on Call shall be paid 1/220 of Category 4-0 for each day worked, 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.

- 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.

F2.2 Experience Recognition

A teacher-on-call shall be granted one (1) step on the increment scale on the salary grid for every one hundred and sixty (160) days taught in the district, retroactive to July 1, 1988.

F2.3 Service Recognition

The Board shall, no later than November 1 of each year, forward to the Union a list of all teachers-on-call covered by this agreement, in order of length of service, calculated according to Article B4 (Definition of Seniority), setting out the length of service as of September 1 of that year.

F2.4 Call Out Practice

The Board agrees that it will maintain a central call-out system. Every attempt will be made to place teachers-on-call according to the request of the teacher who is absent. Following this, every attempt will be made to ensure that all teachers-on-call receive equal call-out privileges.

F2.5 Bi-Weekly Pay Periods

Teachers-on-call shall receive pay based on a bi-weekly payroll system.

F2.6 Mileage Allowance (P.C. Article B.2(3))

~~Effective July 1, 1998, a-~~ A Teacher-on-Call shall be entitled to the mileage/kilometer allowance, rate or other payment for transportation costs, as defined by the collective agreement, for which the employee he/she is replacing is entitled to claim.

F2.7 Call-Out Duties

- a) When for any reason an employee with instructional duties is absent from a school, the Board shall employ a teacher-on-call to replace that employee. A teacher-on-call shall be required to assume only the duties of the employee he/she is replacing.
- b) The teacher-on-call shall be informed of the duties required at the time of the call out.
- c) The teacher-on-call may be required to perform the duties of more than one employee provided that he/she is informed of such duties at the time of call out.

- d) A teacher-on-call reporting to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a full day's wages.
- e) A teacher-on-call reporting to a school for a half-day and not utilized or utilized for only a portion of the half-day shall be paid a half-day's wages.
- f) No assignment shall be for less than one half of a day.

F2.8 Continuous Short-Term Assignment (6 - 20 days)

A teacher-on-call's assignment shall not be considered broken by:

- a) A non-instructional day;
- b) A strike or lockout;
- c) Absence for one (1) day due to illness or accident;
- d) The regular teacher returning for one (1) day.

F2.9 Long-Term Teachers-on-Call (21 days or more)

- a) Long-term teacher-on-call employees shall be defined as having worked over twenty (20) consecutive teaching days in one (1) assignment.
- b) A long-term teacher-on-call employee is entitled to benefits and experience recognition pursuant to this agreement.
- c) A long-term teacher-on-call employee's service shall not be considered broken by:
  - i) A non-instructional day;
  - ii) A strike or lock-out;
  - iii) Absence due to illness or accident;
  - iv) The regular teacher returning for one (1) or two (2) days.
- d) Long-term teacher-on-call employees shall accumulate sick leave at the same rate as regular employees.
- e) Long-term teacher-on-call employees will be paid for participating in non-instructional days occurring during the assignment.
- f) A long-term teacher-on-call shall be converted to a continuing contract after eighty (80) teaching days in one (1) assignment.

F2.10 Employment Standards Act (P.C. Article B.2(1))

The Board will ensure that it is in compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.

F2.11 Employment Insurance (P.C. Article B.2(2))

~~Effective September 1, 1997, for~~ **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.

F2.12 Benefit Plans (P.C. Article B.2(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.

## SECTION G - SALARIES AND ECONOMIC BENEFITS

### G1 No Cut in Salary

G1.1 No employee shall suffer a reduction in salary or benefits as a result of implementation of this contract.

### G2 Pay Periods

G2.1 Annual salary shall be paid in equal instalments on the last working day of each month except July and August. A mid-month advance equal to 30% of the estimated gross monthly salary shall be made. The advance will be made by electronic funds transfer dated the fifteenth of each month to a recognized financial institution in B.C., as selected by the employee. If the fifteenth of the month falls on a Saturday, Sunday or holiday, the advance shall be paid on the last working day preceding the fifteenth of the month.

### G3 Increment/Category Placement

- G3.1
- a) Effective December 31, 1993, for purposes of increment entitlement, a teacher must have the equivalent of ten (10) full-time teaching months' experience.
  - b) The increment date shall be effective the first of the month following the completion of experience requirements.
- G3.2
- a) Category placement shall be determined in accordance with the category assigned by the T.Q.S. or in accordance with Article G10 (Professional Improvement [PB+15]).
  - b) It is the responsibility of the employee to submit the appropriate documentation.
  - c) Upon receipt of documentation which establishes a salary category different from the employee's current placement, a salary adjustment shall be effective retroactive to the Date of Certificate Assignment by T.Q.S. or at the beginning of the term following notification of completion of PB+15.

### G4 Part-time Employees' Pay

G4.1 Part-time employees shall be paid according to their placement on the basic salary schedule, pro-rated according to their percentage of the F.T.E. assignment.

### G5 Associated Professionals

G5.1 All associated professionals currently covered by this Agreement, shall be paid in accordance with Article G13 (Salary Schedule).

G5.2 Placement on the salary schedule shall be at the category which is most nearly equivalent to the category of teachers based on years of university level training. Experience level is determined by the number of years working in the discipline.

G5.3 All other terms and conditions of employment established in this Agreement shall apply to associated professionals.

G5A Adult Educators (P.C. Article B.3)

G5A.1 ~~Effective July 1, 1999~~ adult **Adult** education employees included in the bargaining unit in this district shall be paid in accordance with their placement on the salary scale as determined by the provisions of this Collective Agreement.

G5A.2 Uncertificated adult education employees shall be placed on the salary scale in accordance with the category which is most nearly equivalent to the category of certificated teachers based on number of years of university level training.

G5A.3 Notwithstanding Clauses 1 and 2, where the present hourly rate of pay produces a higher rate of pay than provided in Clauses 1 and 2, employees who would benefit shall continue to be paid the higher rate until such time as the rate on the scale established by Clauses 1 and 2 is higher. These employees shall not be entitled to further increment payments until that time but shall receive experience increment credit. ~~They will be entitled to the general wage increase April 1, 2000.~~

G5A.4 ~~By May 31, 1999, the employer and the local shall have determined each employee's record of employment and any other matters which are required to give clauses 1 to 3 above full force and effect.~~

G5A.5 ~~Unless specified otherwise, the provisions of the collective agreement become applicable to the adult education employees effective October 1, 1998.~~

G6 Part-Month Payments and Deductions

G6.1 The rate of deduction for a day without pay shall be defined as 1/number of days in the contractual work year of the current annual salary of an employee.

G6.2 Each employee shall be paid 1/10 of current annual salary in respect of each month in which the employee works all prescribed school days that month.

G6.3 In the event that an employee commences work on a day other than the first prescribed school day in that month, or terminates on a day other than the last

prescribed school day in that month, the formula for payment for that month shall be the greater of the following amounts:

- a) 1/20 of regular monthly salary for each day worked; or
- b) full regular monthly salary less 1/20 of the salary for each day not worked.

G6.4 When an employee on an approved leave of absence where his/her last working day immediately precedes the beginning of a school break, the employee's leave will be deemed to commence the first working day following the school break.

G7 Payment Beyond School Year

G7.1 ~~Effective January 1, 1989, e~~ Employees covered by this Agreement who perform instructional duties (e.g. summer school) outside of the employees regular work year shall be paid at the hourly rate of 1/1500 of the PB maximum scale.

G7.2 Special Projects

This Article shall not apply to non-instructional duties performed outside the regular work year.

G8 Teacher in Charge

G8.1 When the absence of an Administrative Officer requires a member of staff to assume the duties of Teacher in Charge, the following shall apply:

- a) The Teacher in Charge shall normally assume only responsibility for the immediate safety and security of the pupils and facilities;
- b) If the Administrative Officer is absent for less than two (2) hours, no per diem compensation shall apply;
- c) If the Administrative Officer is absent for one/half day, the Teacher in Charge shall receive a per diem equal to 25% of 1/200 of the administrative allowance of the Principal for that school;
- d) If the Administrative Officer is absent for one (1) to five (5) full days, the Teacher in Charge shall receive a per diem equal to 50% of 1/200 of the administrative allowance of the Principal for that school plus a teacher-on-call, if required.

G9 Mileage and Other Expenses

G9.1 Employees required to use their personal vehicles for approved board business will be reimbursed at the rate as described in the "CAR COSTS" booklet published annually by the BRITISH COLUMBIA AUTOMOBILE ASSOCIATION (BCAA) for mid-size vehicles in a high cost province.

G9.2 The Board shall provide the additional cost of group business class insurance over and above the cost of "driving to work" insurance to those required to possess such insurance as a result of their assignment. The additional cost of this

insurance shall not exceed \$60.00 per year per person and shall apply to those teachers travelling less than 1600 kilometres per school year for business purposes.

G9.3 When a teacher is asked by the Board to attend a meeting, conference or other activity, all approved expenses will be reimbursed upon submission of receipts.

#### G10 Professional Improvement (PB+15)

G10.1 Teachers with PB or Professional teaching certificates who are placed in salary Category 5 and who hold fifteen (15) additional units (30 credits) of acceptable credits as defined below, shall be paid on Category 6 scale. To be acceptable, credits must meet the following criteria:

- a) they must normally be acceptable to the Ministry of Education or to British Columbia universities. In exceptional cases, credits may be examined by the Grievance Committee whose recommendations shall be considered by the Board;
- b) they must not have been used to obtain any certificate prior to and including PB Interim or Professional Teaching Certificate (Category 5);
- c) courses must be a senior or post-graduate levels; alternately, a teaching career path plan may be developed in support of application;
- d) all courses must be submitted for approval by the Superintendent or designate. Teachers are encouraged to seek pre-approval. A teacher may refer courses not approved to the Grievance Committee for review.

- G10.2
- a) Application for PB+15 payment shall be submitted to the Board by the teacher.
  - b) Dates for changes in certificate will be in accordance with Article G3 (Increment/Category Placement).

#### G11 Experience Recognition

G11.1 All teaching experience in government inspected schools shall be recognized and credited for placement on the salary schedule.

G11.2 Periods of part-time teaching, teaching-on-call and short-term appointments shall be added together for accumulation of years of experience credit for increment purposes.

G11.3 Teaching experience, as specified above, in B.C. provincial government schools or similar B.C. provincial institutions shall be credited where the service is determined to be equivalent to that of employment in the public school system. Similarly, teaching experience as a member of the staff of the provincial Ministry of Education shall be credited.

- G11.4 Experience as a Superintendent, Assistant Superintendent, Administrative Officer or a member of a faculty of education (while holding a teaching certificate) recognized by the Ministry of Education for certification purposes, shall carry full credit.
- G11.5 Absence while on approved leave shall carry full experience credit to the extent that credit will not be credited beyond the school year in which such leave commences.
- G11.6 Full-time secondment to the Delta Teachers' Association, B.C. Teachers' Federation, or the Canadian Teachers' Federation shall carry full experience credit.
- G11.7 Certified journeymen in recognized trades teaching subjects which are related to their trade shall be allowed credit of one (1) year for the apprenticeship training, and one (1) year of experience for each two (2) years of experience as a journeyman in that trade. In the case of commerce teachers, the first four (4) years of acceptable training for which university credit is not granted shall be equated to a trades apprenticeship and the remainder of effective commercial experience may be considered as time spent as a journeyman.
- G11.8 In addition to anything else provided by this Agreement:
- a) teachers holding an instructor's diploma will be paid on the Category 4 (PC) scale;
  - b) teachers holding a Letter of Permission and teaching chef instruction will be paid on the Category 3 (EA) scale, provided that they are enrolled in the chef training diploma course.

## G12 Allowances

- G12.1 Each department head, coordinator, and consultant shall receive an allowance (or a proportion thereof, consistent with his/her assigned responsibilities) of ~~\$3,276.40. Effective April 1, 2000 this allowance shall be~~ \$3,341.93
- G12.2 Each district counsellor shall receive an allowance of ~~\$4,366.20. Effective April 1, 2000 this allowance shall be~~ \$4,453.52
- G12.3 Each district psychologist shall receive an allowance of ~~\$5,874.10. Effective April 1, 2000 this allowance shall be~~ \$5,991.58
- G12.4 Each chef shall receive an allowance of ~~\$2,045.60. Effective April 1, 2000 this allowance shall be~~ \$2,086.51
- G12.5 Each head teacher in an elementary school shall receive an allowance of ~~\$927.00, plus multiples of the allowance per annum for each teacher assigned. Effective~~

April 1, 2000 this allowance shall be \$945.54, plus multiples of the allowance for each teacher assigned.

G13 Monetary Provisions

G13.1 The salary grids in the Local Agreement have been revised to reflect the following general increases to salaries:

- a. ~~Effective April 1, 2000~~ ~~2.0%~~
- a. Effective July 1, 2001 2.5%
- b. Effective July 1, 2002 2.5%
- c. Effective July 1, 2003 2.5%

G14 Salary Scales

~~G14.1 Salary Schedule Effective July 1, 1998 to March 31, 2,000~~

Years of Experience	<del>3 (EA)</del>	<del>4 (PC)</del>	<del>5 (PB)</del>	<del>6 (PA)</del>	6+ (PA with Masters)
0	30,171	32,097	34,988	37,766	38,516
1	31,746	33,772	36,865	39,848	40,629
2	33,321	35,447	38,742	41,930	42,742
3	34,897	37,122	40,619	44,012	44,855
4	36,471	38,797	42,496	46,094	46,968
5	38,047	40,472	44,373	48,176	49,081
6	39,621	42,147	46,250	50,258	51,194
7	41,196	43,822	48,127	52,340	53,307
8	42,771	45,497	50,004	54,422	55,420
9	44,346	47,172	51,881	56,504	57,533
10	45,922	48,847	53,754	58,586	59,646
11		50,522	57,500	62,750	63,867
Steps		11	10	10	10
Increment		1,675	1,877	2,082	2,113
			1	1	1
			3,746	4,164	4,221

~~G14.2 Salary Schedule Effective April 1, 2000~~

~~[TO BE CALCULATED]~~



## SECTION H – DISTRICT 37 LETTERS OF UNDERSTANDING

### H1 The Early Retirement Incentive Plan

Employees may retire and receive benefits of the Early Retirement Incentive Plan at Christmas Break, Semester Break, Spring Break, or at the end of the school year. Early Retirement Incentive Plan applications must be submitted six (6) weeks prior to the time of intended retirement. Within one (1) week, applicants will be notified of receipt of the application by the Board. Within one (1) week of receipt of notification, applicants must submit a letter of resignation specifying their date of retirement. If it is not possible to honour all applications for the ERIP, a joint Union/Board committee will develop criteria for candidate selection.

#### I Non-Monetary Issues

It is recognized that work gives many long-term employees their sense of identity, status and self esteem. It provides major social contacts and also structures their use of time. As a result, assurance of assistance with psychological "bridging" is a valid early retirement incentive. Therefore, employees shall be:

1. offered information which would assist them in preparing for retirement;
2. encouraged to explore the options of job sharing, leave without pay, part-time teaching, phase-out etc. as provided in the Collective Agreement or Government Plans as they plan their transition to retirement.

#### II Monetary Issues

The Board will pay an allowance to teachers who resign from the School District and are eligible to retire under the Teachers' Pension Plan before reaching age sixty-five (65), subject to the following conditions:

The teacher must:

1. be age fifty-five (55) or over;
2. be on the maximum step of the salary scale;
3. retire;
4. have a minimum of ten (10) years aggregate service with the Delta School District.

The allowance will be paid in one (1) instalment and will be calculated as a percentage of the teacher's salary scale, exclusive of allowances, in the following amounts:

AGE IN MONTH OF RETIREMENT	PERCENTAGE OF ANNUAL SALARY
64	20%
63	20%
62	20%
61	30%
60	30%
59	40%
58	40%
57	50%
56	50%
55	50%

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

The retirement allowance may be subject to alternative tax treatments. Therefore, employees are encouraged to obtain information on alternative tax treatments.

For the school year 1992/93 the allowance shall be paid September 30, 1993.

DELTA SCHOOL DISTRICT

SIGNED ON BEHALF OF DELTA TEACHERS' ASSOCIATION

Jan Eastman, President

Lois Voth, Bargaining Committee Chairperson

SIGNED ON BEHALF OF THE BOARD OF SCHOOL TRUSTEES, SCHOOL DISTRICT #37 (DELTA)

Sheelah J. Grasswick, Chairperson, Board of School Trustees

Ron Eeles, Chief Negotiator Chairperson

H2 ~~Teachers on Call~~

~~The Union and the Board agree to establish a joint committee to discuss the issue of Teacher on-call evaluation and the concept of a Teacher on-call pool. This joint committee shall be comprised of three (3) representatives of the Union and three (3) representatives of the Board. The report of this joint committee will be presented to the respective parties no later than four (4) months from the signature date of the Collective Agreement.~~

~~DELTA SCHOOL DISTRICT~~

~~SIGNED ON BEHALF OF DELTA TEACHERS' ASSOCIATION~~

~~SIGNED ON BEHALF OF THE BOARD OF SCHOOL TRUSTEES, SCHOOL DISTRICT #37 (DELTA)~~

~~Jan Eastman, President~~

~~Sheelah J. Grasswick, Chairperson, Board of School Trustees~~

~~Lois Voth, Bargaining Committee Chairperson~~

~~Ron Eeles, Chief Negotiator~~

H3 Evaluation of Teachers in their First Year of Employment with the Board

1. Teachers in their first year of employment with the Board shall be evaluated according to Article E10 (Evaluation Process).
2. In the event that the teacher receives a less than satisfactory report, the following process shall be implemented:
  - 2.1 Within two (2) weeks, the Principal shall meet with the Board, the Union and the teacher to develop an individualized course of action to assist the teacher in addressing the areas identified in the report as requiring improvement.
  - 2.2 The course of action shall include a Plan of Assistance. If the teacher requests, it will also include a different evaluator for the second report and a change of position if a suitable position is available, or a leave-of-absence without pay.
  - 2.3 The second evaluation shall consider only those areas identified in the first report as requiring improvement. It shall commence no earlier than ten (10) teaching weeks after implementation of the Plan of Assistance and be completed within four (4) weeks.
3. If the second report is satisfactory, the two (2) reports together shall comprise the teacher's record and the teacher shall be considered to have received a satisfactory report.
4. The Board shall not dismiss a teacher on the basis of less than satisfactory performance of duties except where the teacher has received two (2) consecutive reports indicating less than satisfactory performance.
5. If the Board intends to dismiss an employee on the basis of two (2) less than satisfactory reports, it shall, no later than six (6) weeks prior to the end of the school term, notify the teacher and the President of the Union of such intention. Within fourteen (14) days of such notice, the teacher and a representative of the Union shall, upon request, meet with the Superintendent and the Board.
6. Notice of dismissal shall be issued at least one (1) month prior to the end of a school term.

DELTA SCHOOL DISTRICT

SIGNED ON BEHALF OF DELTA TEACHERS'  
ASSOCIATION

Jan Eastman, President

Lois Voth, Bargaining Committee  
Chairperson

SIGNED ON BEHALF OF THE  
BOARD OF SCHOOL TRUSTEES,  
SCHOOL DISTRICT #37 (DELTA)

Sheelah J. Grasswick, Chairperson,  
Board of School Trustees

Ron Eeles, Chief Negotiator

H4 — Qualifications

~~———— The Board and the Union agree to establish a joint committee to discuss qualifications for the positions of teacher-librarian and counsellor. This committee shall be comprised of one (1) representative of the Union and one (1) representative of the Board. The report of this joint committee will be presented to the respective parties no later than three (3) months from the signature date of the Collective Agreement.~~

DELTA SCHOOL DISTRICT

~~SIGNED ON BEHALF OF DELTA TEACHERS' ASSOCIATION~~

~~SIGNED ON BEHALF OF THE BOARD OF SCHOOL TRUSTEES, SCHOOL DISTRICT #37 (DELTA)~~

~~Jan Eastman, President~~

~~Sheelah J. Grasswick, Chairperson, Board of School Trustees~~

~~Lois Voth, Bargaining Committee Chairperson~~

~~Ron Eeles, Chief Negotiator~~

H5 Regular Work Year for Teachers

The parties agree that should existing, new or amended legislation and/or regulations, including Minister's Orders, in respect of the school calendar/year appear to either party to conflict with the provisions of the Collective Agreement signed for the subsequent period, they shall meet forthwith pursuant to the provision of Article A18 (Legislative Change) to effect such changes as may be required. In any case, the number of instructional days and hours shall be the minimum number prescribed by the Ministry of Education.

Nothing in the above shall restrict the inclusion of variations to the provincially-prescribed hours/days of instruction as may be permitted within prevailing legislation, regulations, or Minister's Orders.

DELTA SCHOOL DISTRICT

SIGNED ON BEHALF OF DELTA TEACHERS'  
ASSOCIATION

Jan Eastman, President

Lois Voth, Bargaining Committee  
Chairperson

SIGNED ON BEHALF OF THE  
BOARD OF SCHOOL TRUSTEES,  
SCHOOL DISTRICT #37 (DELTA)

Sheelah J. Grasswick, Chairperson,  
Board of School Trustees

Ron Eeles, Chief Negotiator

H6 School Calendar/Regular Work Year

- 6.1 The parties agree that pursuant to the School Act, the Board shall, ~~for the school year 1993/94 or until the subsequent contract comes into effect (whichever is later)~~, allow a minimum of four (4) school days to be shortened by one (1) hour for the purpose of facilitating parent-teacher interviews related to student progress.
- 6.2 Pursuant to the School Act, the Board agrees that a gradual entry program designed jointly by the Board and Kindergarten teachers shall be implemented. The gradual entry program could include altered hours and the phasing in of small groups of children for the first five (5) days after the opening of schools.
- 6.3 The Board agrees that the first day of school shall continue to be a day for organization. Pursuant to the School Act, this day shall be shortened for students. Students shall be in attendance for no more than three hours except in those secondary schools where the staff determines that more time is required to facilitate scheduling.

DELTA SCHOOL DISTRICT

SIGNED ON BEHALF OF THE DELTA  
TEACHERS' ASSOCIATION

Jan Eastman, President

Lois Voth, Bargaining Committee  
Chairperson

SIGNED ON BEHALF OF THE  
BOARD OF SCHOOL TRUSTEES,  
SCHOOL DISTRICT #37, (DELTA)

Sheelah J. Grasswick, Chairperson  
Board of School Trustees

Ron Eeles, Chief Negotiator

## SECTION J - APPENDICES

### J1 Deferred Salary Leave Plan

Under the definition of 'prescribed plan' within Section 24B (1) (salary deferral arrangement) of the Income Tax Act, the following Agreement is to permit teaching employees of School District #37 (Delta) to arrange a self-funded leave of absence by deferring from tax a portion of salary.

#### 1. DEFINITIONS

"Accrued interest" means the amount of interest earned in accordance with clause 3.3 on the monies retained by the Board on behalf of the participant, calculated from:

- a) the first day of any such monies has been so retained by the Board, or
- b) the last date to which interest has been paid in accordance with clause 3.4

whichever is later.

"Board" means the Board of School Trustees, School District #37 (Delta).

"Agreement(s)" means the agreement(s) in force from time to time between the Board and the Association.

"Association" means the Delta Teachers' Association.

"Committee" means a committee as defined by agreement(s) between the Board Association.

"Contract year" means the twelve (12) month period from July 1 to June 30.

"Current compensation amount" means the total compensation payable by the Board to the participant for the contract year, including his/her proper salary and all allowances in accordance with the agreement(s) in force.

"Deferral Period" shall be the number of years not to exceed six (6) years for which compensation is deferred in accordance with clauses J1(3.1) and J1(3.2), including the years referred to in clauses J1(4.4) and J1(4.5), if applicable. To allow for the possible application of these clauses, the original deferral period should not exceed five (5) years.

"Deferred compensation amount" means the portion of the current compensation amount which is retained by the Board for a participant in each year in accordance with clause J1(3.1) and augmented from time to time by interest thereon

calculated in accordance with clause J1(3.3) but less all interest paid to the participant in accordance with clause J1(3.4).

"Eligible employee" means an employee of the Board.

"Eligible investor" means any Canadian chartered bank, any trust company authorized to carry on business in the Province of British Columbia, and any credit union authorized to carry on business in the Province of British Columbia. At the present time, the Royal Trust Company is the "eligible investor".

"Memorandum of Agreement" means the Agreement described in Schedule "A".

"Participant" means an eligible employee who has completed a Memorandum of Agreement and whose application for participation in the plan has been approved by the Board in accordance with clause J1(2.2).

"Plan" means the deferred salary leave plan set out in this Agreement and includes all amendments thereto.

## 2. APPLICATION

### 2.1 Formal Application

In order to participate in the Plan, an eligible employee must make written application by way of Schedule "A" to the Personnel Office by March 31, stating the date when the eligible employee wishes to participate in the Plan.

### 2.2 Approval

The approval of each application made under clause J1(2.1) shall rest solely with the Superintendent of Schools. The Superintendent shall, at least one month prior to participation in the Plan or at a date otherwise agreed between the Board and the Association, advise each applicant of his/her approval or disapproval of his/her application.

### 2.3 Date of Participation

If the Superintendent of Schools gives his/her approval in accordance with clause J1(2.2), the participation of the eligible employee in the Plan will become effective on the date requested by the eligible employee, or if such date is not agreed to by the Superintendent, then on a date which is agreed to by the Superintendent and the eligible employee.

3. FUNDING FOR LEAVE OF ABSENCE

Funding for leave of absence shall be as follows:

3.1 Compensation Deferred

During each year of the deferral period, the participant will receive his/her current compensation amount, less the percentage amount which the participant has specified in the Memorandum of Agreement which is to be retained by the Board. Such percentage amount may be varied, subject to clause J1(3.2), by giving written notice to the Board at least one (1) month prior to July 1 in any year for the next or subsequent years.

3.2 Maximum Percentage Deferred

The percentage of the annual current compensation amount deferred by the participant cannot exceed thirty-three and one-third (33 1/3) per cent.

3.3 Investment of Deferred Compensation

The monies retained by the Board for each participant, in accordance with clause J1(3.1), including interest thereon (until paid out in accordance with clause J1(3.4)). shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by an eligible investor. The committee shall choose such eligible investor and in making such determination, the Board, the Association, and members of the committee shall not be liable to any participant for any investments made which are authorized by this clause.

3.4 Payment of Accrued Interest

The eligible investor shall pay the accrued interest annually to the participant.

4. TAKING OF LEAVE OF ABSENCE

The taking of a leave of absence shall be governed by the following provisions:

4.1 Qualification to Participate

The leave of absence shall occur according to, and be governed by, the deferred salary leave plan policy then established by the Board for its employees.

4.2 Manner of Payment During Leave

The time and manner of payment to the participant during the leave of absence shall be in accordance with a plan determined by the participant prior to the commencement of leave, but in any event payments shall not be more frequently than provided for the payment of salaries under the agreement(s).

4.3 Amount of Payment During Leave

The payments to be made to a participant in accordance with clause J1 (4.2) during a leave of absence shall be related to the deferred compensation amount retained by the Board, but less any monies required by law to be paid by the Board for or on behalf of a participant. The participant shall not receive any salary from the Board during the leave other than the deferred compensation amount.

4.4 Board's Right to Refuse Leave

If the Board is unable to obtain a suitable replacement for a participant for the period of a leave of absence specified in the Memorandum of Agreement, the Board, upon not less than six (6) months notice prior to the scheduled date for the commencement of the leave, may in its discretion, defer the leave of absence on one (1) occasion only for up to one (1) year. In such cases, the participant may choose to remain in the Plan or may withdraw from the Plan.

4.5 Participant's Right to Defer Leave

Notwithstanding the period of leave specified in the Memorandum of Agreement, a participant may, on one (1) occasion only, with the consent of the Superintendent of Schools given not less than six (6) months prior to the scheduled date, postpone such leave for up to one (1) year.

4.6 Leave of Absence

The leave of absence shall immediately follow the deferral period.

4.7 Return to Employment

The participant shall return to employment with the Board for a period not less than the period of leave.

5. WITHDRAWAL

5.1 Termination of Employment

A participant who ceases to be employed by the Board also terminates participation in the plan.

5.2 Withdrawal from Plan

A participant may withdraw from the Plan upon giving written notice of intent not less than six (6) months prior to the date on which the leave of absence is to commence.

5.3 Payment

Upon termination of employment and/or withdrawal from the Plan, the Board shall pay to the participant the deferred compensation amount, including any unpaid interest, within sixty (60) days but not later than in the first taxation year that commences after the end of the deferral period, dependent upon the choice of the participant. Upon such payment being made, the Board shall have no further liability to the participant.

5.4 Upon Death

Should a participant die, the Board shall within sixty (60) days of notification of such death, pay the deferred compensation amount to the participant's estate, subject to the Board receiving any necessary clearances and proofs normally required for payment to estates.

6. TERMINATION OF AMENDMENT OF PLAN

6.1 Agreement

The Plan may be amended or terminated by agreement between the Board and the Association.

SECTION K – PROVINCIAL LETTERS OF UNDERSTANDING AND MEMORANDA OF AGREEMENT

K1 Provincial Letter of Understanding No. 1  
(Designation of Local and Provincial Matters)

NOTE:

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

K2 Provincial Letter of Understanding No. 2  
Re: Implementation of Article D18 (P.C. Article E.2) (Harassment/Sexual Harassment)

The parties hereby agree to the following terms and conditions with regard to the implementation of Article D18 (P.C. Article E.2) of the collective agreement:

1. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
  - a) Step One of the Resolution Process in Article D18 (P.C. Article E.2) shall be solely an attempt to mediate the complaint;
  - b) Any and all discussions at Step One shall be completely off the record and will not form part of any record;
  - c) Only the complainant, respondent, and administrative officer shall be present at Step One meetings;
  - d) No discipline of any kind would be imposed on the respondent; and
  - e) The BCTF and its Locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at Step One.
  
2. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of #1 above, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.
  
3. In the circumstances where a respondent has acknowledged responsibility pursuant to #2 above, the employer may advise a respondent of the expectations of behaviour pursuant to Article D18 (P.C. Article E.2) in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.
  
4. The form of complaint at Step Two should include specific behaviours which form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.

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

Original signed by  
Alice McQuade  
BCTF President

Original signed by  
Sherida Harris  
BCPSEA

~~K3 — Memorandum of Agreement re K — 3 Primary Class Size~~

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

- ~~1. The parties are committed to reducing class size in the primary grades (K to 3) and to providing funding, as defined in paragraph 8 below, to achieve that objective.~~
- ~~2. The term of this Memorandum of Agreement shall commence on ratification of the Collective Agreement and conclude on June 30, 2001.~~
- ~~3. All current class size and composition provisions in the Previous Collective Agreement shall continue to apply, with the exceptions as noted in paragraphs 4, 5 and 7 below.~~
- ~~4. a) In Year 1 of the Agreement, the Government will provide funding, as defined in paragraph 8 below, to accomplish maximum class sizes, to be in effect by September 30, 1998, as follows:  
— Kindergarten — 20  
— Grade 1 — 25  
— Grade 2 — As per Previous Collective Agreement  
— Grade 3 — As per Previous Collective Agreement~~  
~~b) In Year 2 of the Agreement, the Government will provide funding, as defined in paragraph 8 below, to accomplish maximum class sizes, to be in effect by September 30, 1999, as follows:  
— Kindergarten — 20  
— Grade 1 — 23  
— Grade 2 — 23  
— Grade 3 — 23~~  
~~c) In Year 3 of the Agreement, the Government will provide funding, as defined in paragraph 8 below, to accomplish maximum class sizes, to be in effect by September 30, 2000, as follows:  
— Kindergarten — 20  
— Grade 1 — 22  
— Grade 2 — 22  
— Grade 3 — 22~~
- ~~5. Where there is more than one primary grade in any class with primary students, the class size maximum for the lower grade shall apply.~~
- ~~6. Any provisions found in the previous Collective Agreement(s) which would allow class size numbers to exceed those found in paragraphs 4 and 5 above and paragraph 7 below,~~

except with respect to Grades 2 and 3 in Year 1 of this Memorandum of Agreement, shall not apply.

7. ~~Where there is a combined primary/intermediate class, an average of (a) the maximum class size of the lowest involved primary grade and (b) the maximum class size of the lowest involved intermediate grade will apply.~~
8. ~~Notwithstanding any of the foregoing, in no event will the financial obligations to Government or school districts resulting from this Agreement exceed the funding being made available by Government, as follows:~~

<del>Year 1 (July 1, 1998 to June 30, 1999)</del>	<del>————</del>	<del>\$5 million</del>
<del>Year 2 (July 1, 1999 to June 30, 2000)</del>	<del>————</del>	<del>\$20 million</del>
<del>Year 3 (July 1, 2000 to June 30, 2001)</del>	<del>————</del>	<del>\$20 million</del>
9. ~~Districts shall utilize the funding provided in paragraph 8 above exclusively for the purposes of hiring additional enrolling K to 3 classroom teachers and will make all reasonable efforts to comply with the class size maximums set out in paragraphs 4 and 5 above.~~
  - a) ~~By May 15, 1998, the Ministry of Education will provide to each district, in writing, an estimated funding amount that will be provided to achieve the goals of this Memorandum of Agreement, subject to all of the provisions and expectations of this Agreement.~~
  - b) ~~By May 30, 1998, School Districts shall provide to the Ministry with copies to the Local, in writing K 3 staffing plan(s) for each school enrolling primary grades, that sets out how the estimated funding referred to in (a) above shall be utilized to staff within the class size maximums in paragraphs 4 and 5 above.~~
  - c) ~~In the event a District concludes it will not be able to achieve the required class size maximums with the estimated funds made available to them, the district shall, by no later than May 30 of that year, submit to the Ministry its staffing plan and state therein the reasons why, in the opinion of the district, it is not possible to achieve the class size maximums which would otherwise apply. Copies of the staffing plan shall also be provided at the same time to the corresponding local(s) of the BCTF.~~

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

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

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

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

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

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

Original Signed by:

Ray Worley _____	Russ Pratt
Elsie McMurphy _____	Tony Penikett
Kit Krieger _____	Don Avison

On Behalf of the B.C. _____	On Behalf of Government
Teachers' Federation	

