



# B.C. Teachers' Federation

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1985-86 TEACHERS' SALARY AGREEMENT

PERSONNEL PRACTICES CONTRACT

SECURITY, SENIORITY AND SEVERANCE PAY CLAUSE

SCHOOL DISTRICT NO. 46 (SUNSHINE COAST)

*Duplicate of  
12/3/86  
K.S.*

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46 (Sunshine Coast)

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I N D E X

<u>PREAMBLE</u>	<u>PAGE NUMBER</u>
Item 1 Application, Interpretation and Terms of Agreement	3
Item 2 Dispute Settlement Procedure	3
 <u>SECTION 1 - SALARIES AND BONUSES</u>	
Article I . . . . . Salary Schedule	6
Article II . . . . . Category and Experience	6
Article III . . . . . Increments	8
Article IV . . . . . Reclassification	9
Article V . . . . . Allowances	10
Article VI . . . . . Health, Welfare, and Benefits	12
Article VII . . . . . Paid Educational Leave	14
Article VIII . . . . . Professional Development	15
 <u>SECTION 2 - PERSONNEL PRACTICES</u>	
Article IX . . . . . Staffing Committee	17
Article X . . . . . staffing Levels	18
Article XI . . . . . Instructional Workload	19
Article XII . . . . . Substitute Teacher Staffing	19
Article XIII . . . . . Extra-Curricular Activities	20
Article XIV . . . . . Leaves of Absence	20
Article XV. . . . . Evaluation and Reports	23
Article XVI . . . . . Miscellaneous	24
1. Duties in Event of Strike	
2. Personnel Files	
3. Release from Contract	
4. Sexual Harassment	
 <u>SECTION 3 - SECURITY, SENIORITY AND SEVERANCE PAY</u>	

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PREAMBLE

1. Application, Interpretation and Terms of Agreement

This agreement between the Board of School Trustees of School District No. 46 (Sunshine Coast), hereinafter referred to as "the Board", and the sunshine Coast Teachers' Association, hereinafter referred to as "the Association", comprises:

SECTION 1--An agreement in respect of salaries and bonuses made pursuant to the provisions of the School Act, and:

SECTION 2--An agreement in respect of personnel practices, which shall not be subject to arbitration but only to amendment by mutual consent.

The Board recognizes the Association as the sole bargaining agent for all teachers employed by the Board.

For the purposes of the agreement teachers shall be taken to mean all employees who are members in the Association. employed by the Board as teachers, and who are also included in the category of persons defined as teachers in the School Act, section 1(1).

This agreement is binding upon the Association and every employee covered by the agreement and the Board.

The Board shall make available for each teacher employed by the District a copy of this agreement:

- (a) within six (6) weeks of its signing date, or
- (b) upon appointment to the District, or
- (c) upon return from Leave of Absence.

2. Dispute Settlement Procedure

- (a) The parties agree that this Article constitutes the method and procedure for making final and conclusive determination of any dispute (hereinafter referred to as "the dispute") respecting the interpretation, application, operation, or alleged violation of this agreement, including a question as to whether a matter is arbitrable.
- (b) The following procedures shall apply to the resolution of disputes:
  - (1) A teacher with a dispute shall request a meeting with the Principal, Board official, or pro-D chairpersons directly responsible, and at such meeting they shall attempt to resolve the dispute summarily. The teacher may be accompanied at this meeting by a representative of the Association. Such dispute shall be laid within fourteen (14) days after the teacher could reasonably have become aware of the circumstances which are the subject of the dispute.

If the dispute is not resolved within seven (7) days of the teacher's request for the meeting referred to in sub-paragraph (a), the teacher may, within a further seven (7) days, present the dispute by letter through the President of the Association to the appropriate Executive Officer of the Board, referring to the provision of the agreement in dispute. The Executive Officer shall forthwith meet with the teacher, who may be represented by his/her designate or by the President, and attempt to resolve the dispute to the satisfaction of the teacher and the Board.

- (iii) If the dispute is not resolved within fourteen (14) days of the receipt by the Executive Officer of the letter referred to in sub-paragraph (b), the teacher may, within a further seven (7) days, by a letter to the Secretary-Treasurer of the Board, refer the dispute to the Joint Dispute Committee, which shall be composed of two (2) members of the Board and two (2) members of the Executive of the Association, together with a chairperson, who shall not vote. The chairperson shall be appointed alternately by the Board and by the Association, and each chairperson will serve in that capacity for the duration of the dispute for which appointed. The Joint Dispute Committee shall meet as soon as possible and attempt to resolve the dispute to the satisfaction of the teacher and the Board. Parties to the dispute, or their representatives, may make submissions to the Joint Dispute Committee.
  - (iv) If the dispute is not resolved by the Joint Dispute Committee within fourteen (14) days of the receipt by the Secretary-Treasurer of the letter referred to in sub-paragraph (iii), either party may, within a further fourteen (14) days, refer the matter to a mutually acceptable single arbitrator, pursuant to paragraph (c) of this Article. The decision of the arbitrator shall be final and conclusive.
  - (v) By mutual consent of the Association and the Board, the time limits set out in sub-paragraphs 2(b)(i), 2(b)(ii), 2(b)(iii) above may be extended by a period of time mutually agreed upon. Any such extension shall be deemed not to have prejudiced the position of either party.
- c. The following provisions shall apply to arbitration under this Article:
- (1) The party referring the matter to arbitration shall notify the other party by letter of the referral and shall propose names of persons acceptable to them as arbitrator.

- (ii) If the parties are unable to agree upon a mutually acceptable arbitrator within fourteen (14) days of the notice of referral to arbitration, either party may apply to the Ministry of Labour of B. C., who shall be authorized to make the necessary appointment.
  - (iii) The arbitrator may determine his/her own procedure, but shall give full opportunity to the teacher and the Board to present evidence and make submissions.
  - (iv) The arbitrator has the authority to determine what evidence is acceptable and what weight should be given to it, whether or not the evidence is sworn on oath and whether or not it would be admissible in a court of law.
  - (v) The arbitrator may rule, on just and reasonable terms, that the breach of time limits or other procedural requirements of this Article shall not prevent the dispute from being heard and decided, if the breach has not prejudiced the position of the party not in breach.
  - (vi) The arbitrator shall have the authority to provide a final and conclusive settlement of a grievance, to order compliance with any provisions of this agreement, and to order reasonable steps be taken to rectify any breach of this agreement.
  - (vii) Each party shall bear its own costs, and the costs of the arbitrator shall be shared equally.
  - (viii) Except as modified by this Article, the provisions of the Arbitration Act R.S.B.C. 1979 C.18 apply.
- d. No teacher shall suffer any form of discipline or discrimination by the Board as a result of his/her involvement in a dispute, or having taken part on behalf of a teacher initiating a dispute, or in any proceedings under this Article.

SECTION 1--SALARIES AND BONUSES

ARTICLE 1--SALARY SCHEDULE

1. Salary Schedule.

<u>CATEGORY</u> <u>(Certification or level)</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Years of Experience					
0	19,049	20,933	22,186	24,338	26,611
1	19,859	21,862	23,359	25,770	28,198
2	20,670	22,791	24,534	27,202	29,786
3	21,480	23,720	25,706	28,634	31,373
4	22,291	24,649	26,879	30,065	32,960
5	23,102	25,578	28,052	31,497	34,547
6	23,912	26,507	29,225	32,929	36,134
7	24,723	27,436	30,399	34,360	37,722
8	25,534	28,365	31,572	35,792	39,309
9	26,344	29,294	32,745	37,224	40,896
10	27,155	30,223	33,918	38,656	42,483
	10x811	10x929	10x1173	10x1432	10x1587

2. Substitute Teachers

Substitute teachers, who are teachers within the definition of that word contained in Section 1 of the School Act, shall be paid \$74.03 per day. This rate shall be automatically adjusted annually by the same ratio that the current salary grid bears to the salary grid of the immediately previous year. After five (5) consecutive days substituting for the same teacher a substitute teacher shall be paid at the daily rate of 1/200th of regular scale placement.

These rates include statutory holiday pay. When it is known in advance that the substitution will be for a period in excess of five (5) days, then the substitute shall be paid at the daily rate of 1/200th of regular scale placement from the first day.

ARTICLE II - CATEGORY AND EXPERIENCE

1. The salary category of all teachers will be as categorized by the most recent evaluation of the Teacher Qualification Service. OBTAINING SALARY CATEGORIZATION IS THE RESPONSIBILITY OF THE TEACHER.
2. Teaching experience shall be defined as follows:

- a. A minimum of eight (8) months' full-time employment, during a school year, constitutes one year's experience.
  - b. Teaching service of five (5) months' F.T.E. or more in any one year (except substitute teaching) will be cumulative and carry credit towards teaching experience.
  - c. The effective dates of increment changes shall be either September 1st or January 1st as determined by other provisions of this Article.
  - d. Two (2) periods of full time employment, each of five (5) or more months' F.T.E., but less than eight (8) months' F.T.E., may be combined to constitute one year's experience.
  - e. Teaching service in provincial government schools, where the service is deemed equivalent to that in the public school system, and educational administrative service on staff of the Provincial Ministry of Education carries full credit.
  - f. Relieving teachers and regular part-time teachers (excluding substitutes) qualify for experience credit proportionate to the percentage of time they are employed in the district with the requirement that, for a year's credit, the cumulative percentage of time over a period of five (5) years must equate to at least eight (8) full months of full-time employment.
  - g. Service during the Second World War (September 1939-March 31, 1946) and in the Korean Theatre of Action during the Korean War, as a member of the British Commonwealth Armed Forces, shall carry full experience credit. Twelve (12) months of such service shall constitute one (1) year, and in determining final service a period of eight (8) months shall constitute the final year.
  - h. Experience gained in another occupation is recognized for placement on the salary schedule as follows:
 

Journeyman experience or its equivalent, if related to the major teaching assignment, is recognized at the rate of one (1) increment for every two (2) years' experience up to a maximum of five (5) years' credit but not to exceed maximum for the salary category.

PROVIDED THAT for teachers on staff prior to January 1, 1976, apprenticeship training time, as well as journeyman experience, will be countable, on the same basis, but total recognition will not exceed five (5) increments in any event.
3. Relieving teachers and regular part-time teachers are to be paid for the portion of time taught on a pro rata basis of the salary that would be paid to a full-time teacher with equal experience and qualifications.

4. Full recognition of previous experience shall be given.
5. The submission to the Board of proof of experience is the responsibility of the teacher.
6. a. Teachers new to the District who consider that credit granted for years of experience has not been in accordance with the agreement must apply to the Secretary-Treasurer, in writing, for adjustment by October 15th. Teachers affected by a renegotiated agreement who consider that credit granted for years of experience has not been in accordance with the agreement must apply to the Secretary-Treasurer, in writing, for adjustment by February 15th. Effective dates for adjustment are September 1st and January 1st, respectively.
  - b. Any appeal for adjustment after these dates shall be effective at the start of the month following approval of the application.
7. Where a teacher believes that the salary paid to him/her is not in accordance with this contract, he/she shall bring the supposed error to the attention of the Payroll Department within 180 days of the error having been made. If an error proves to have been made, it shall be corrected immediately and retroactively to the date of commencement.

8. Letters of Permission

Category A--Persons with not less than two (2) years' experience nor more than three (3) years' university training will be paid on the Category 3 scale to a maximum of three (3) years.

Category B--Persons holding a university degree will be paid on the Category 4 scale to a maximum of three (3) years.

ARTICLE 111--INCREMENTS

1. Provided that a teacher or principal has not reached the maximum salary according to certification and experience, the annual increment shall be granted as of September 1st in each year or January 1st in each year, as provided in Article 1.3 (c).
2. The Board may withhold or withdraw from a teacher on maximum one increment from a teacher or principal when the written reports of the Superintendent of Schools, Director of Instruction, and, where applicable, the principal concerned, indicated less than satisfactory performance.
3. In the case where an increment is to be withheld or withdrawn, the teacher shall be notified by the Board, in writing, on or before April 15th. Such notification shall include:



- a. a statement of detailed reasons for the action;
  - b. a statement of assistance offered to the teacher over the year;
  - c. a statement of earlier indications to the teacher that such action might be taken.
4. In any case where an increment is to be withheld or withdrawn, the Board will inform the Bargaining Committee of the Association, in writing, at the same time the concerned teacher is notified.
  5. In the case where an increment is to be withheld or withdrawn, the teacher may appeal within the terms of the Dispute Settlement Procedure.
  6. At any time during the following teaching year the Board may grant or reinstate the increment, either with current or retroactive dating, provided a satisfactory report is received from the superintendent of Schools, Assistant Superintendent of Schools or Director of Instruction by no later than April 1st. Following receipt of a satisfactory report, the increment must be granted or reinstated not later than the increment date of the next following calendar year. The penalty shall not be continuing and the teacher shall be placed on the scale according to actual teaching experience.
  7. Increments shall be granted to a teacher on exchange, to a teacher granted leave to teach in another area, to a teacher sponsored by the Department of National Defence or other government organizations which employ teachers in that capacity, or to a teacher on educational leave.

ARTICLE IV--RECLASSIFICATION

1. Where a teacher completes a programme that may result in a change of certification and/or salary category on or before August 31st, that teacher shall notify the Board of the pending change on or before October 1st and will supply proof to the Board on or before December 15th, the resulting change in salary placement to be effective from September 1st of that year.
2. Where a teacher completes a programme that may result in a change of certification and/or salary category on or before December 31st, that teacher shall notify the Board of the pending change on or before February 1st and will supply proof to the Board on or before March 31st, the resulting change in salary placement to be effective from January 1st of that year.

ARTICLE V--ALLOWANCES

1. Additional allowances shall be paid according to the following schedule:

a. Principals:

<u>No. of F.T.E. Teachers</u>	<u>Experience Years</u>		
	<u>0</u>	<u>1</u>	<u>2</u>
1.51 - 3.50	\$ 2,833	\$ 2,992	\$ 3,146
3.51 - 5.50	4,356	4,598	4,840
5.51 - 7.50	5,566	5,874	6,182
7.51 - 9.50	6,501	6,864	7,227
9.51 - 11.50	7,348	7,755	8,162
11.51 - 13.50	7,975	8,415	8,861
13.51 - 16.50	8,602	9,081	9,559
16.51 - 20.50	9,653	10,186	10,725
20.51 - 24.50	10,603	11,193	11,781
24.51 - 29.50	11,545	12,183	12,826
29.51+	12,331	13,013	13,701

The administrative allowance shall be based upon the number of teachers supervised as of September 30th of the current school year. If the configuration of a school is changed by a Board action which results in an increase in F.T.E. teachers, the administrative allowance shall be adjusted accordingly and such adjustment shall take effect on the first day of the month following the change in F.T.E. teachers.

When moving to a higher allowance scale, the teacher will be placed at the lowest point on the higher scale that results in an allowance increase.

Where a Principal transfers from one school to another at Board initiative and the allowance at the new school is less than it was at the original school, then the total of salary and allowance paid shall remain at the figure which had been paid at the original school until the total of salary and allowance paid at the new school exceeds it, or for a period of three (3) years, whichever occurs first.

b. Teachers-in-Charge:	<u>Experience in Years</u>		
	<u>0</u>	<u>1</u>	<u>2</u>
Egmont Elementary	\$ 785	\$ 805	\$ 850
Halfmoon Bay Elementary	955	1,010	1,060
Native Environmental Studies	1,855	1,855	1,855

2. The Vice-Principals' allowance scale shall be 50% of the Principals' allowance scale.

a. A Senior Assistant shall receive an allowance according to the following schedule:

<u>No. of Pupils</u>	<u>Elementary</u>	<u>Secondary</u>
100-200	\$ 495	\$1,275
201-350	1,275	1,700
351-750	1,700	2,120

3. District staff and special Allowances

a. Director of Instruction:

When this position is held by a member of the Association, the allowance payable shall be negotiated.

b. Special Counsellor:

The allowance of a Special Counsellor shall be \$2,120 per year.

c. Coordinator of Continuing Education

When this position is held by a member of the Association, the allowance payable shall be negotiated.

d. Coordinator of Special Education:

The allowance for the Coordinator of Special Education shall be \$5,000 per year.

e. Department Heads:

A Department Head will be granted an annual allowance of \$740.00. Substitute time is provided in Board Policy No. 2221.

f. Coordinator of Learning Resources:

When this position is held by a member of the Association, the allowance payable shall be negotiated.

g. Head Teacher:

In the event that a Head Teacher is appointed to any school, the allowance payable shall be negotiated.

h. Teachers of the Native Environmental Studies Programme:

Teachers involved full time with the Native Environmental studies Programme shall be provided with room and board at no cost to the teacher.

i. District Principal:

A principal assigned to this position shall receive an allowance equal to that which he/she would have received had he/she remained in his/her previous assignment.

ARTICLE VI--HEALTH, WELFARE AND BENEFITS

1. Leaves of Absence

a. Sick Leave:

1. A minimum of fifteen (15) days' sick Leave shall be granted on the first of September to each teacher.
2. An employee shall be paid full salary while absent as a result of an accident covered by Workers' Compensation, and payments received from the workers' Compensation Board will be retained by the Board. There will be no deduction from Sick Leave for the first six (6) months of absence. After six (6) months, the Board will deduct from the Sick Leave credit of the teacher an amount proportional to the difference between the compensation payment and the employee's full salary.
3. The Board will provide to each teacher, on request, a statement of his/her accumulated Sick Leave credit.

2. Benefits

a. Medical Services:

The Medical Services Plan of British Columbia is the recognized Medicare carrier for the teachers employed by the Board. The Medical Services Plan of British Columbia, where 100% of the premium is paid by the teachers, plus the M.S.A. Extended Benefits Plan, where 100% of the premium is paid by the Board, is the normal method of providing Medicare coverage in this District. Any teacher whose spouse is registered with some recognized plan which also covers the teacher may be excluded.

b. Group Life Insurance:

Participation in the most recent jointly approved BCTF/BCSTA Group Life Insurance Plan is a condition of employment for all teachers appointed to the District, with the Board paying 100% of the premium.

c. Salary Continuance Plan:

Participation in the B.C.T.F. Long Term Disability salary Continuance Plan will be on a voluntary basis in this District, providing the rate of participation is above 65% of the Association membership. One hundred percent (100%) of the premium will be paid by the participating teachers.

d. Dental Plan:

The C.U. & C. Health Services Society is the recognized Dental Plan carrier for the teachers employed by the Board. The Plan shall include Plan "A" at 90% coverage, Plan "B" at 50% coverage, and Plan "C" at 50% coverage. The premium cost of such plan shall be paid by the Board.

The Dental Plan shall be a condition of employment for all teachers employed after the date on which such plan came into effect (February 1st, 1978).

e. Long-Term Disability Provisions:

The Board shall continue to provide its share of the premium payments for the Medical and Extended Health Benefit Plan, the Dental Plan and the Group Life Insurance:

(i) during the period a teacher is on medical leave of absence and is in receipt of Salary Indemnity Fund benefits. and

(ii) for one year when a teacher is on medical leave of absence and is in receipt of benefits from a Salary Continuance Plan.

f. Optional Term Insurance:

Participation in the B.C.T.F. Optional Term Life Insurance Plan will be on a voluntary basis in the District provided that the necessary percentage of teachers enroll. One hundred percent (100%) of the premium will be paid by the participating teachers.

ARTICLE VII - PAID EDUCATIONAL LEAVE

1. Criteria

The selection of a candidate for Paid Educational Leave shall be based upon:

- a. The areas of need as indicated by the Board annually (December 15th) to the teaching staff and the Committee.
- b. The degree to which the District Pro-D Committee determines that the granting of such leave shall result in an educational benefit to the Sunshine Coast School District.
- c. If in the opinion of the District Pro-D Committee no application meets the criteria to a satisfactory degree, they may decide to make no recommendations for paid educational leave to the Board.

2. Eligibility

- (a) Candidates for educational leave must have proven their professional competence within the Sunshine Coast School District. and (in general) must have taught in the District for a minimum of four (4) years in order to have an application for educational leave considered.
- (b) The selection of a candidate for educational leave shall be based in part upon the candidate's willingness to return to the Sunshine coast school system for a period of two (2) years after the completion of such leave. Failing to do so will result in a pro rata repayment of the monies received whilst on leave.

3. Process

- (a) All applications for paid educational leave must be submitted on the appropriate form by March 15th to the Professional Development Committee if such leave is to commence the following September or later.
- (b) The applicant, by means of a detailed brief to the Committee, shall delineate the specific educational benefits to the District to be derived from the granting of leave to that applicant(s).
- (c) This brief should include:
  - (i) a clear statement of how the application meets the criteria, and
  - (ii) an outline of any special qualifications that is thought to be relevant to the application.

- (d) The applicant(s) who are eligible will be required to attend an interview with the District Pro-D Committee to aid that Committee in making their final decision.
- (e) The District Pro-D Committee shall advise each candidate, in writing, of the reasons for its decision with regard to his/her application.

4. Salaries and Benefits

- (a) A teacher proceeding on educational leave shall be paid not more than 60% of basic salary during each month of the leave.
- (b) The Board will continue to pay its contractual share of all benefits. the teacher shall continue to pay all of his/her contractual share of benefits.
- (c) The time spent on educational leave shall count for increment purposes as though it had been spent in the classroom.
- (d) In the event that a person does not complete a course of studies undertaken to meet the criteria for which this leave was granted, the District Pro-D Committee may demand a pro rata refund of monies granted. the amount to be decided by the Pro-D Committee.

ARTICLE VIII--PROFESSIONAL DEVELOPMENT

1. Composition of the District Professional Development Committee

The District Professional Development Committee shall be composed of three (3) members of the Association and three (3) representatives from the Board, at least two (2) of whom shall be trustees.

N.B. - For the life of this contract, i.e. July 1, 1985 to June 30, 1986, the funding provision for professional development and for paid educational leave shall be in abeyance.

2. Funds

For the period of this contract the Board will pay 5% of the October 31st teachers' payroll of the immediately preceding year. In addition, the Board will match any contribution made by the Association to the fund.

In addition, the Board will pay 60% of the value of the average teacher's basic salary of that October 31st teachers' payroll for the purpose of funding paid educational leave. All funds contributed will be deposited in a Trust Account at the School District Office, and payments from this fund will be made by the Secretary-Treasurer. A surplus or a deficit in the fund at year end shall carry forward to the subsequent year. The Professional Development Fund shall be administered by the District Professional Development Committee.

Funds not expended on educational leave shall form part of the overall Professional Development fund, to be apportioned by the District Professional Development committee.

3. Functions of the District Professional Development committee

- a. To recommend to the Board, by January 31st of each year, the distribution of the Professional Development Fund to:
  - i. school-based Professional Development funds, and
  - ii. District-based Professional Development funds.
- b. To meet at least five (5) times a year to plan for Professional Development based upon the needs of the District and to recommend to the Board activities that meet those needs, bearing in mind the provisions of the School Act and of directives from the Ministry of Education relating to those provisions.
- c. The District Pro-D Committee shall, by November 15th, provide the Board, through the Superintendent, a list of the District's educational areas of need as researched by them.
- d. To review applications for paid educational leave and to recommend to the Board, through the Superintendent, the granting of educational leave or leaves for up to, but not more than one (1) F.T.E. per year to such applicant(s) that meet the criteria as established in this contract.

4. Procedures and Guidelines

- a. The expenditure of school-based Professional Development funds is the prerogative of the school's own Professional Development Committee, which shall include the principal of the school, the Pro-D representative, and one other teacher (where applicable).
- b. The expenditure of the District-based Professional Development funds is the prerogative of the District Professional Development Committee.
- c. Where the approval of a Professional Development activity involves the absence of a teacher from the classroom, the activity is subject to that absence being approved by the Superintendent of Schools or his designate.



- d. For reimbursement of the cost of a particular Professional Development activity, whether it be course work, a workshop, or any other Professional Development activity, the applicant shall submit to whichever committee approved the activity within thirty (30) days of completion of the activity:
  - i. evidence of the successful completion of each activity, and
  - ii. receipts for expenses, as required by Board Policy/Regulation 4149/4149.1.
- e. Where a teacher is granted a leave of absence to attend a summer session for credit at a recognized university, the total deductions from his/her salary shall be only the amount of a substitute's salary, or 1/200th of the teacher's annual salary, whichever is lesser. Where no substitute is hired, the substitute's salary shall be credited to this Professional Development Fund.

SECTION 2 - PERSONNEL PRACTICES

ARTICLE IX - STAFFING COMMITTEE

1. **Format:**

The District staffing Committee shall consist of two (2) alternating co-chairpersons and six (6) other members. The Association shall appoint one (1) co-chairperson and three (3) others to the committee. The Board shall appoint the other co-chairperson and the other three (3) members of the committee.

- (a) Each of the eight (8) members (named under Section 1) shall have one vote at meetings of this committee.
- (b) A quorum for this committee shall include at least two (2) representatives of the teachers and two (2) representatives of the Board.
- (c) Participation of non-committee members in the discussions of this committee shall be at the invitation of either co-chairperson following consent of the other co-chairperson.
- (d) The co-chairpersons will, in a manner agreeable to both parties, determine:
  - (i) the agenda, and
  - (ii) the time and place for meetings.
- (e) Other internal committee procedures will be determined by this committee.

2. Terms of Reference:

- (a) The prime responsibility of this District staffing committee is to develop and recommend District staffing levels for schools and to place those staffing levels before the Board. Such staffing levels shall be based upon considerations of class size, pupil contact hours, existing staff levels, instructional hours, and other criteria as the committee may consider appropriate.
- (b) To monitor the actual staffing levels and student enrollment in the schools.
- (c) Preliminary staffing levels, to be considered by the Board during development of a provisional budget, shall be submitted to the Board on or before October 15th. Final recommendations, to be considered by the Board during the development of the final budget, shall be submitted to the Board on or before January 15th.

ARTICLE X - STAFFING LEVELS

District allocations of professional staff to schools shall be based upon the following schedule.

Secondary

Elphinstone	17:1
Chateaux	15:1
Pender Harbour	11:1

Elementary

Teachers enrolling a Division:

Kindergarten	20:1
Primary Grades	25:1
Intermediate Grades	28:1

In addition:

Principal Release Time	F.T.E. Teachers	F.T.E.
	<u>Supervised</u>	<u>supervision</u>
	0 to 2.5	.2
	2.6 to 5.0	.3
	5.1 to 7.5	.4
	7.6 to 10.0	.5
	10.1 to 12.5	.6
	12.6 to 15.0	.7
	15.1 to 17.5	.8
	17.6 to 20.0	.9
	20.1 PLUS	1.0
Teacher Librarian	1:400	
Learning Assistance	Annually ascertained	

Special needs of various kinds are met in addition to the above.

The decision as to the level of staffing to be budgeted for shall rest with the Board after it has considered all the recommendations received from this committee and such other sources as it may choose to use.

ARTICLE XI - INSTRUCTIONAL WORKLOAD

1. Elementary Teachers:

- (a) No elementary school classroom teacher shall be responsible for the instruction of groups of pupils in excess of twenty-two (22) hours and thirty (30) minutes per calendar week.
- (b) This shall apply in pro-rated terms to elementary school teachers teaching part-time provided the classroom teaching level is at least fifty per cent (50%) full-time.

2. Secondary Teachers:

Twelve and one-half per cent (12 1/2%) of a secondary classroom teacher's assigned time shall be preparation time.

ARTICLE XII - SUBSTITUTE TEACHER STAFFING

1. Availability of Substitutes:

- (a) When a teacher is absent from duty, if necessary the Principal or his/her designate shall call in a substitute to replace that teacher forthwith upon being informed of such absence.
- (b) Teachers, except substitute teachers:
  - (i) Shall not be required to perform the tuition or instructional duties of a teacher who **is** absent.

2. Substitute Hiring:

- (a) The Board shall maintain a list of persons who are qualified and have agreed to act as substitute teachers. The Board shall forward a copy of such list to the Association in the month of September, and in the month of January in each school year.
- (b) A teacher, may for educational reasons, request a specific person on the list to act as substitute, and if that person is available the Principal or his/her designate shall give full consideration to that person.

ARTICLE XIII - EXTRA-CURRICULAR ACTIVITIES

1. While the parties consider it desirable that teachers participate in extra-curricular activities, it is recognized by the parties bound by this agreement that any involvement by a teacher in extra-curricular activities shall be on a voluntary basis.
2. Extra-curricular activities are those that are not included in the activities or duties assigned under the School Act or Regulations.

ARTICLE XIV - LEAVES OF ABSENCE

1. Compassionate Leave

- (a) A teacher shall be granted up to five (5) days' Compassionate Leave, with pay, at the time of bereavement of the teacher's spouse, child, or legal ward.
- (b) A teacher shall be granted up to three (3) days' Compassionate Leave, with pay, at the time of bereavement of the teacher's or teacher's spouse's parent, grandchild, grandparent, or sibling. An additional two (2) days with pay, to be charged against accumulated sick leave may be granted to a teacher, upon request, when the teacher deems that the effect of the bereavement will adversely affect his/her performance in the classroom. Additional day; may be granted and shall be without pay.
- (c) Where a special relationship has existed with relatives not covered in the above clauses, the teacher may request compassionate Leave, setting out the basis of the special relationship. Where the Board accepts the validity of the special relationship, the compassionate Leave granted shall be set out as per Clause 2 above.
- (d) A teacher shall be granted **up** to three (3) days' Compassionate Leave during the year, with pay less the rate of pay of a substitute, for critical illness as confirmed by the attending physician in the teacher's or teacher's spouse's family. Additional days shall be granted without pay.

2. Maternity Leave and Parenthood Leave

- (a) A pregnant teacher shall apply for, and be granted, leave of absence without pay for a stated period or time mutually acceptable to the teacher and the Board.
- (b) In the absence of a mutually acceptable date for commencement and termination of leave of absence without pay, the teacher shall apply for, and be granted, leave of absence without pay as provided for in section 7 of the Employment Standards Act.
- (c) Teachers shall return to employment following Maternity Leave unless application is made for Parenthood Leave on or before October 31st for leave expiring on December 31st, and April 15th for leave expiring on June 30th.

- (d) Parenthood Leave shall be granted to either parent but not both, without pay, for a four (4) month period (September 1st to December 31st), or a six (6) month period (January 1st to June 30th), or a ten (10) month period (September 1st to June 30th).
- (e) Teachers granted Parenthood Leave shall return to employment effective September 1st or January 1st and shall advise the Board of their intention on or before April 15th in the calendar year in which they are returning: on or before October 31st in the preceding calendar year.
- (f) In the case of adoption, leave shall be granted to both parents, (a) for mandatory interviews, (b) travelling time to receive the child.
- (g) In the case of adoption or legal guardianship of infants up to, and including, the age of two years, Maternity Leave, without pay, shall be granted upon request and shall commence one week prior to the date of arrival of the child in the home. All relevant provisions of Maternity Leave and Parenthood Leave shall apply.
- (h) The Board agrees that it will continue to provide to teachers not less than the minimum requirements applicable to teachers as set out in the Employment Standards Act and Regulations thereunder: and any provision of this agreement touching on such matters shall be deemed to be supplemental and additional to the Board's obligation to provide such minimum standards and not in derogation thereof.
- (i) Neither Maternity Leave nor Parenthood Leave shall count as sick leave.

3. Paternity Leave

- (a) A teacher shall be entitled to one day off, less the pay of a substitute, at the time of the birth of his child.
- (b) In the event that the delivery process exceeds one day, additional days' Leave shall be granted with deduction at rate of pay of a substitute, up to a maximum of three (3) days.

4. Medical and Dental Leave

When it is necessary to utilize medical or dental services in Metropolitan Vancouver or some other center, or when the teacher is referred to a doctor or dentist in Metropolitan Vancouver or some other center, the necessary time off will be allowed, with pay, to a maximum of five (5) days, to be charged against accumulated sick leave. It shall be considered "necessary" when the medical or dental services are either not sufficient nor available on the sunshine Coast.

5. Special Leave

- (a) A teacher may be allowed up to five (5) days' Special Leave (Special Leave being any leave not otherwise covered in this agreement) in any school year subject to the approval of the Board. Application for leave should be made to the Board in sufficient time for the regular meeting prior to the date of the requested leave. The Board shall deduct from the teacher's salary only the salary of the substitute who is employed for the duration of the leave.

6. Leave for Association Business

- (a) The President of the Association shall be granted, upon request of the Association, up to a half-time leave of absence from his/her appointment without pay. The name of the President-elect and the amount of release time desired by the Association shall be provided to the appropriate Board Officer by May 15th of each school year. Payment of proportionate salary and benefit for premiums for seconded services reimbursed by the Sunshine Coast Teachers' Association.
- (b) The Chairperson of the Bargaining Committee shall be granted, upon request of the Association, up to .2 release time from his/her appointment. The name of the chairperson-elect and amount of release time desired by the Association shall be provided to the appropriate Board Officer by May 15th of the current school year. The cost shall be reimbursed by the Sunshine Coast Teachers' Association.

It is understood that five (5) days' release time provided for in the SCHOOL ACT and REGULATION are included in the Leave of Absence.

- (c) A Bargaining Committee of not more than four (4) persons shall have available up to four (4) afternoons' leave of absence from their appointment to conduct negotiations with the Board. The cost shall be reimbursed by the Sunshine Coast Teachers' Association.
7. When a teacher is nominated as a candidate and wishes to contest a Provincial or Federal election, the teacher shall be given leave of absence, without pay, during the election campaign.
8. When a teacher is elected to a public body with School District No. 46, a maximum of five (5) days, with pay less the rate of pay of a substitute, shall be granted in the school year to permit carrying out the public or civic duty.

9. Appearance in a Court of Law:

- (a) If the teacher is a party to a court action, he/she shall be granted leave, without pay, to attend in court at any hearing or such action.
- (b) Leave, including jury duty, shall be granted, with pay, if the teacher is subpoenaed and/or his/her presence is requested by the court. Court, jury, or witness fees, if paid during school days, shall be paid to the Board.

ARTICLE XV - EVALUATION AND REPORTS

Where a teacher is being evaluated for the purpose of a written report pursuant to the School Act and Regulations, the following process is established.

- 1. Reports on a teacher shall be written pursuant to the school Act and Regulations.
- 2. The evaluator shall make clear to the teacher being evaluated the process to be used and the criteria on which the written report shall be based.
- 3. Such written reports shall be based on a minimum of three (3) supervisory visits with the teacher, as well as on the general work of the teacher.
- 4. Supervisory visits, of summative nature, should be within a time frame and over a range of activities clearly defined at the onset of the written report process.
- 5. Following each supervisory visit, the evaluator will discuss with the teacher such observations and impressions as were gained from the visit, a summary of which will then be provided in anecdotal written form.

Such comments on visitation should be specific, advising the teacher of strengths and weaknesses personally observed and offering advice and assistance where appropriate.

This anecdotal summary of visitation should not be construed as a full or final statement.

- 6. Final written reports shall normally include the teacher's prime area of assignment and shall comment on all instructional areas observed, such other duties as assigned, and other pertinent information. Should the report not cover all areas of assignment and/or there is a discrepancy between the teacher's assignment and his/her expertise or professional training, such should be noted in the report should the teacher being evaluated so request.

7. Any written report or summary of a visitation shall include, where appropriate, constructive suggestions and advice for improvement.
8. The teacher being evaluated shall be shown a final draft of any written report and given a private opportunity to discuss any error or omissions of fact with the author within seven (7) days of the receipt of such draft.
9. The teacher being evaluated shall have the right to submit to the Superintendent of Schools (copy to the evaluator) a written commentary on the report which shall be filed with all copies of the written report, provided that such commentary is received within ten (10) days of the date of the written report.
10. Reports written pursuant to the School Act and Regulations shall reflect the independent opinion of the author of the report.

ARTICLE XVI - MISCELLANEOUS

1. Duties in the Event of a Strike

In the instance of a legal strike or lock-out of the School District No. 45 employees who are members of C.U.P.E., the Board of School Trustees will not require, request or direct any member of the Sunshine Coast Teachers' Association to carry out or perform any duty not normally expected of a teacher.

2. Personnel Files

- (a) There shall be only one official personnel file for each teacher, maintained at district offices. Any file relating to a teacher kept at a school shall be destroyed with six (6) months of the teacher leaving that school.
- (b) After receiving a request from a teacher, the Superintendent in respect of the district file, or the Principal of the school, in respect of any school file, shall, by appointment at the earliest possible time, grant access to that teacher's file.
- (c) An appropriate Board official shall be present when a teacher reviews his/her file, and the teacher may be accompanied by an individual of his/her choosing.
- (d) The Board agrees that no material which is irrelevant to the employment of the teacher, shall be maintained in personnel files. In the event that the appropriate Board Official does not agree to removal of specified material, the teacher may file a dispute pursuant to the Dispute Settlement clause of this agreement.



3. Release from Contract

The Board may grant upon request by a teacher a release from a teaching contract. Each request shall be submitted to the Board for decision with a recommendation from the Superintendent of Schools.

4. Sexual Harassment

- (a) Sexual harassment of any member of the Association by any other employee of the Board shall not be tolerated or condoned by the Board. sexual harassment is any sexually-oriented practice, comments, looks or suggestions, or any unwarranted physical contacts that create an uncomfortable working environment for the person being harassed. Cases of sexual harassment shall be considered to be discrimination and eligible to be processed as a dispute. The initial meeting under the dispute process shall, if possible, take place within twenty-four (24) hours of receipt of the complaint. All communication pertaining to the dispute shall be confidential.
- (b) In cases of sexual harassment by a fellow employee or supervisor, the employee being harassed has the right to discontinue contact with the harasser without incurring any penalty. Where the employer finds it appropriate to separate two (2) employees in order to terminate repeated harassment, it shall, wherever possible, be the harasser who is transferred: the employee who is harassed shall not be transferred against his/her will.

SECTION 3

SECURITY, SENIORITY AND SEVERANCE PAY

1. PRINCIPLE OF SECURITY:

The Board and the Association agree that increased length of service in the employment of the Board entitles teachers to commensurately increased security of teaching employment where coupled with possession of the necessary qualifications. Where the Board finds it necessary to terminate the employment of a teacher on continuing contract for reasons other than those specified in Sections 107, 122 and 123 of the School Act, such termination shall be in accordance with the provisions of this Article. The application of this Article is to the District as a whole.

2. DEFINITION OF SENIORITY:

- (a) In this Article seniority applies to teachers with a continuing appointment and means a teacher's aggregate length of service in the employment of the Board, inclusive of service under temporary and/or part-time appointment. For purposes of calculating length of service, part-time teaching shall not be pro-rated.
- (b) For the purpose of establishing seniority, Board approved leaves of absence or secondment shall count towards aggregate lengths of service.
- (c) when the seniority of two or more teachers is equal pursuant to paragraph 2(a), the teacher with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority. Continuous employment includes leaves of absence.
- (d) When seniority of two or more teachers is equal under paragraph 2(c), the teacher having served the School District as a substitute teacher prior to having received a contract shall be deemed to have the greatest seniority.
- (e) When the seniority of two or more teachers is equal pursuant to paragraph 2(d), the teacher 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.
- (f) When the seniority of two or more teachers is equal after considering 2(a), (b), (c), (d) and (e) the teacher with the earliest date of acceptance of an offer of employment with the Board, as recorded on the teacher's personnel file kept by the Board, shall be deemed to have the greatest seniority.

- (g) For the purposes of this Article, continuity of service shall be deemed not to have been broken by termination and re-engagement pursuant to this Article, provided, however, that the time spent on the recall list does not itself count to the length of that continuous service.

3. DEFINITION OF NECESSARY QUALIFICATION:

- (a) In this Article, necessary qualifications as they apply to a teaching assignment means a reasonable expectation that the teacher will be able to perform the duties of the assignment based on all of the following:
  - (i) certification:
  - (ii) relevant pre- and in-service training and/or education:
  - (iii) relevant teaching and/or work experience:
  - (iv) evidence of the successful application of instructional and professional skills.

Those responsible for teacher assignment shall determine whether the teacher has the necessary qualifications for the particular assignment.

- (b) Should any question arise as to whether a teacher has or does not have the necessary qualifications for a particular teaching assignment and the question has not been satisfactorily answered, it shall be referred to the Qualifications Committee by the affected teacher(s) notifying in writing the Superintendent of Schools, or in his/her absence the Secretary-Treasurer, of his/her desire to so refer the question. The appropriate Executive Officer shall notify the members of the Qualifications Committee within two (2) working days of the question being referred through his/her office to the Committee.
- (c) The Qualifications Committee shall be composed of two (2) members of the Association who hold continuing appointments, appointed by the Association: two (2) members appointed by the Board, and the Chairperson who shall cast the deciding vote if necessary. The four (4) standing members shall be appointed by January 31st of each year.

The Chairperson shall be selected unanimously by the other four (4) members of the Committee, on the occasion of each separate appeal, from a list annually pre-established by the Board and the Association.
- (d) The Qualifications Committee shall hear the appeal within seven (7) calendar days of being notified of the written request for determination.

- (e) The decision of the Qualifications Committee shall be rendered within five (5) days of the conclusion of the hearing. A majority decision of the Qualifications Committee shall be final and binding.

4. SECURITY OF EMPLOYMENT BASED ON SENIORITY AND QUALIFICATION

- (a) When for educational, budgetary or other valid reasons the Board determines that it is necessary to reduce the total number of teachers employed on a continuing appointment by the Board, the teachers to be retained on the teaching staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the assignments available.
- (b) The Board and the Association agree that it would be proper for the Board to use the power conferred on it pursuant to Section 120(1) of the school Act to implement the provisions of paragraph 4(a).
- (c) Nothing in paragraph 4(a) or 4(b) shall be taken to require the Board to transfer a teacher for the purpose of retaining on staff a teacher with less seniority than that teacher.
- (d) The Board shall give each teacher it intends to terminate pursuant to this Article, a minimum of thirty (30) calendar days' notice in writing, such notice to be effective at the end of the school term, or, where applicable, school semester, and to contain a reason for the termination. Information on assignments held by less senior teachers shall be available to teachers in receipt of termination notices, and to the Association, through the Office of the Superintendent of Schools.

5. TEACHERS' RIGHT OF RECALL/REINSTATEMENT

- (a) When an assignment on a teaching staff of the District becomes available, the Board shall, notwithstanding any other provisions of this Article except 5(b), first offer re-engagement to the teacher who has held a continuing contract at the time of termination and who has the most seniority amongst those terminated pursuant to this Article, provided that the teacher possesses the necessary qualifications, as defined in Section 3, for the available assignment. If that teacher declines the offer, the assignment shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the assignment is filled, or the re-engagement list has been fully exhausted. All assignments shall be offered in this manner while there are teachers who have been terminated pursuant to this Article. A teacher who is offered re-engagement pursuant to this paragraph shall inform the Board whether or not the offer is accepted within seven (7) calendar days of the date of

registered mailing of such offer. The Board shall allow ten (10) days from the acceptance of an offer under this paragraph for the teacher to report for duty, provided that when the teacher is required to give a longer period of notice to another employer such longer period shall be allowed but not to exceed thirty (30) days.

- (b) The teacher's right to re-engagement under this Article is lost:
  - (i) if the teacher elects to receive severance pay under paragraph 10 of this Article:
  - (ii) refuses to accept two (2) assignments for which he/she has the necessary qualifications:
  - (iii) three (3) years elapse from the date of termination under this Article and the teacher has not been re-engaged.
- (c) A teacher on the re-engagement list is responsible for keeping the Office of the Superintendent of Schools informed of changes of name, address and phone number, and of any pertinent increase in certification, qualifications, training and experience.
- (d) A teacher on the re-engagement list who is re-engaged shall receive a continuing contract.

6. SENIORITY LIST

The Board shall, by October 15th of each year, forward to the Association a list of all teachers on continuing appointment employed by the Board in order of seniority, calculated according to paragraph 2, setting out the length of seniority as of September 1st of that year. Any errors in the list must be brought to the attention of the Superintendent of Schools on or before November 15th.

7. RE-ENGAGEMENT LIST

The Board shall maintain and forward to the Association, by October 15th and February 15th each year, a current list of teachers terminated under this Article in order of seniority as of September 1st. The list shall indicate the date that the teacher's name was placed on the list.

8. SICK LEAVE

A teacher re-engaged pursuant to this Article shall be entitled to all sick leave credits accumulated at the date of termination.

9. BENEFITS

A teacher who retains his/her right to re-engagement pursuant to paragraph 5 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this agreement by payment of the full cost of such benefits to the Board.

10. SEVERANCE PAY

- (a) A teacher on continuing appointment who has one or more years of continuous employment and who is terminated, or a teacher on temporary appointment who has 2 or more years continuous employment and who is not re-employed save and except a teacher who is terminated or dismissed pursuant to Sections 107, 122 or 123 of the School Act, shall receive severance pay.
- (b) Severance pay shall be calculated as follows:
  - (i) The full-time equivalent service with the Board shall be calculated.
  - (ii) That number shall be multiplied by 5% of the current full-time salary rate of the teacher to yield the amount of severance pay, provided that the maximum amount of severance pay shall not exceed two (2) years' full-time salary.
- (c) A teacher who receives severance pay pursuant to this Article and who, notwithstanding paragraph 5(b), is subsequently rehired by the Board shall retain any payments made under the terms of the Article, and in such case, for purposes only of Section (b) of this paragraph, the calculation of years of service shall commence with the date of such re-hiring.

For the Sunshine Coast Teachers' Association

For the Board of School Trustees  
School District No. 46 (Sunshine Coast)

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President

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chairman

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Bargaining Chairperson

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Secretary-Treasurer