

COLLECTIVE AGREEMENT

THIS AGREEMENT effective

BETWEEN:

Catholic Public Schools, Victoria Diocese

of the first part

AND:

**CSTA CATHOLIC SCHOOL TEACHERS ASSOCIATION
for ST. PATRICK'S SCHOOL**
(hereinafter called the "Association")

of the second part

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ARTICLE 1. PREAMBLE AND DEFINITIONS

1.1 **WHEREAS** the CPSVD is an Employer of St. Patrick's, within the meaning of the Labour Relations Code of British Columbia;

AND WHEREAS the C.S.T.A. is a trade Union for the teachers at St. Patrick's within the meaning of the said Code:

AND WHEREAS it is the desire of both parties to promote and maintain harmonious labour relations and to recognize the mutual value of joint discussions and negotiations;

AND WHEREAS the parties have carried out collective bargaining and reached an agreement;

NOW THEREFORE the parties agree each with the other as follows:

1.2 **RECOGNITION OF AIMS**

The parties acknowledge that the school is a Catholic denominational school that has as its aim the provision of education enlightened by faith as taught by the Roman Catholic Church; that the school is to be a Christian community and a centre of Catholic life and worship; and that the school is committed to the spiritual, intellectual and physical growth of the student. The Association accepts that it is a condition of employment that the teachers respect and support the distinctive character of the Catholic school by appropriate personal conduct and by participation in the liturgical and sacramental life of the school.

1.3 **DEFINITIONS**

Except as elsewhere herein provided:

"Association" means the CSTA Catholic School Teachers Association

"Council" means the St. Patrick's School Council

"Calendar School Year" means the period of time as laid out in Appendix `A'.

"Catholic Public Schools, Victoria Diocese" or "CPSVD" is a society pursuant to the Societies Act and is the "Authority" for the School pursuant to the Independent School Act

"Employer" means Catholic Public Schools, Victoria Diocese

"Teacher Schedule Time" means the total number of instruction and preparation hours that a teacher has in one timetable rotation

"Temporary Teacher" means a teacher who is employed for a temporary period to substitute for a teacher who is absent from his or her regular duties not to extend beyond the end of the calendar school year.

"Full Time Teachers" means a person who is employed as a Teacher on a regular basis for full time duty

"Full Time Duty" means being a teacher for a school day for a calendar school year

"Part Time Teacher" means a person who is employed as a teacher on a regular basis for other than a full time duty

"School" means St. Patrick's School

"Days in Session" means those days when school is officially open for staff or staff and students

"Instructional Days" means those days when school is open for staff and students for instructional purposes within the calendar school year. This would include days scheduled for school and provincial examinations.

"Teacher on Call" means a certified teacher who is employed on a day to day basis to give instruction as a substitute for a teacher who is absent from regular duties and who is listed on the approved list of Island Catholic School Teachers on Call

"Professional Development Day" means a day scheduled during the school year for planned professional development activities

"Non-instructional Days" means those days when students are not in attendance but staff are required to attend. This includes planning days, parent-teacher conference days and days set aside for professional development activities within the school year

"Immediate Family" means spouse, child, parent, guardian, sibling, grandparent, or grandchild of the employee or any individual who lives with an employee as a member of the employee's family

"Teacher" means a person employed by the Employer: to give instruction or to administer or supervise academic, religious, athletic, artistic, educational or instructional service; to give career, educational, emotional, psychological or spiritual counselling; this includes

teacher librarians, teacher counsellors, and special educators; BUT does not include a substitute teacher or a person appointed or employed who directs or controls persons employed as teachers including a Principal, Vice-principal, Administrative Assistant, Supervisor or Evaluator

SECTION A: COUNCIL/ASSOCIATION RELATIONS

ARTICLE 2: UNION RECOGNITION

- 2.1 The Employer recognizes the CSTA Catholic School Teachers Association as the exclusive bargaining agent for all employees to whom certification 22779/95L issued by the Labour Relations Board on the 23rd of June, 1995, i.e. Teachers at St. Patrick's School. The Association shall form a Local Bargaining Committee which shall be empowered to negotiate with the employer.

ARTICLE 3: MEMBERSHIP REQUIREMENT

- 3.1 Membership in the Association shall be required of 100 % of the Teachers employed by the Employer.
- 3.2 Substitute Teachers shall not be required to be members of the Association until after 80 consecutive School Days, but shall contribute 1/195 of the annual Association dues per School Day taught, to the Association, which shall be collected by the Employer as per paragraph 5.1 herein.

ARTICLE 4: LOCAL ASSOCIATION DUES DEDUCTION

- 4.1 The Employer shall collect regular Association membership dues in the amounts prescribed by the Association, monthly on behalf of the Association for all Teachers, Part Time Teachers, Temporary Teachers and Teachers-On-Call, and shall report the total dues hereunder collected on Employee T4 slips (or their equivalent). The amount of monies collected by the Employer shall be remitted to the Association during the two week period following every monthly payroll period. Each remittance shall be accompanied by a full list showing the names of the Employees for whom deductions were made and the amounts so collected.

ARTICLE 5: MANAGEMENT RIGHTS

- 5.1 The Association acknowledges that the management and direction of the Teachers in the Bargaining Unit is retained by the Employer, except as this Agreement otherwise provides.
- 5.2 The Association agrees that the local school council is the creation of, is subject to, and receives direction from the C.P.S.V.D. through the C.P.S.V.D. Board of Directors.

ARTICLE 6: ACCESS TO WORK SITE AND USE OF SCHOOL FACILITIES

- 6.1 Representatives of the Association, authorized by the local Association shall have the right to transact Association business on school property.
- 6.2 The Association shall have the right to use school facilities and equipment for meetings and other Association activities.
- 6.3 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by bargaining unit members.
- 6.4 The Association shall have access to the System mail service and employee mail boxes, free of charge, for communication to bargaining unit members.

ARTICLE 7: ACCESS TO INFORMATION

- 7.1 The Council shall provide the Association with a copy of the agenda and minutes of regular Council meetings. The Principal will post one copy of the minutes on the appropriate bulletin board.

ARTICLE 8: COPY OF AGREEMENT

- 8.1 Any teacher may receive a copy of this Agreement on request. On appointment, new teachers shall receive a copy from the Employer.

ARTICLE 9: LEAVE TO CONDUCT ASSOCIATION BUSINESS

- 9.1 The Employer shall grant a leave of absence without pay when so requested by a Teacher, or by the Association on behalf of a Teacher, to conduct Association business. The Employer may ask for and receive particulars upon which the request is made. The cost of the substitute may be borne by the Employer.

ARTICLE 10: CONSULTATION WITH ASSOCIATION

- 10.1 An Advisory Committee will be formed to review matters, other than grievances, relating to the maintenance of good relations between the Administration, the Employer and the Association. The Committee shall have the power to make recommendations to the Association and the Employer on these matters. The committee shall be composed of two members of the Council, two members of the Association in the Bargaining Unit and the Principal or his/her designate. It shall meet at least once every three months during the Calendar School Year.

ARTICLE 11: SCHOOL COMMITTEE

- 11.1 The Teachers shall have the option of participating in Staff Committees. These committees

shall be established in each school by May 30 of each school year for the following school year. These committee shall operate without derogating from the duties and authority vested in the school's administrative officers pursuant to the Independent School Act and Regulations, and shall not abrogate the provisions of the collective agreement or the policies of the Council and the C.P.S.V.D.

- 11.2 The committee shall provide advice and/or recommendations to the administrative officers and to consider aspects of school operation, which could include the following:
- a. School regulations, policies and routines.
 - b. School educational philosophy and policy.
 - c. Non-instructional days.
 - d. Curriculum.
 - e. School planning.
 - f. Evaluation of and reporting on students.
 - g. School timetable and organization.
 - h. School staffing including utilization of teaching staff and auxiliary staff.
 - i. Professional development activities of teachers.
 - j. Timing and nature of informal student reports.
 - k. Time of formal student reports.
 - l. Allocations of instructional resources.
- 11.3 Should the school administration fail to implement recommendations of the committee, reasons shall be provided to the Advisory committee.

SECTION B: SALARY AND ECONOMIC BENEFITS

ARTICLE 12: Basic Salary Scale

Except as otherwise provided in this Agreement, the salary of each teacher covered by this Agreement shall be determined by the following annualized scale:

- Year One September 1, 1995 to August 31, 1996.
In accordance with the salary grid in place as of August 31, 1995. Upon ratification of this agreement members shall be entitled to a one time bonus of \$400.00 per F.T.E. teacher. This amount to be pro-rated for part time.
- Year Two September 1, 1996 - August 31, 1997.
In accordance with the following salary grid.

ARTICLE 13: Salaries and Benefits

- 13.1 The Employer shall pay each Full Time Teacher a monthly salary equal an Annual Salary Rate of pay determined by a Teacher's category and Increment year as set forth in the Teacher's Basic Salary Grid applicable for that Calendar School Year.
- 13.2 The Employer shall pay a Part Time Teacher a salary equal to a percentage of the Annual Salary Rate of Pay for such Teacher determined by a Teacher's category and Increment year as set forth in the Teacher's Basic Salary Grid applicable for that Calendar School Year. Such percentage of the Annual Salary Rate shall be fairly and reasonably reflect the ratio of teaching and preparation time by such a Teacher to Full Time Teaching Duty.
- 13.3 The Employer shall pay each Temporary Full Time Teacher a monthly salary equal to a monthly rate of pay determined by a Teacher's Annual Salary Rate derived from his/her Category and Increment year as set forth in the Teacher's Basic Salary Grid applicable for that Calendar School Year.
- 13.4 The Employer shall pay each Temporary Part Time Teacher a salary equal to a rate of pay determined by a Teacher's Annual Salary Rate derived by his/her Category and Increment Year as set forth in the Teacher's Basic Salary Grid applicable for that Calendar School Year.
- 13.5 The Employer shall pay each Teacher-on-Call \$110.00 for each day on instruction. A substitute Teacher-on-Call in the same position for 5 or more consecutive school days shall be placed on the salary grid and paid according to qualifications and experience commencing on day 6.

ARTICLE 14: Calculations for Daily Deductions

- 14.1 The rate of deduction for a day without pay shall be 1/195 of the current annualized salary of a teacher.
- 14.2 A Teacher who agrees to work for days beyond those specified in the Calendar School Year shall be paid in addition to his or her Annual Salary Rate an amount equal to the number of days worked in addition to those specified in the Calendar School Year times 1/195th times the Teacher's Annual Salary Rate.

ARTICLE 15: TEACHER RESPONSIBLE FOR COMPUTER LAB

- 15.1 The teacher responsible the maintenance of the computer lab shall be released from teaching duties equivalent to two days per month in order to take care of relevant duties.

ARTICLE 16: SALARY PROTECTION

- 16.1 No person covered by this Agreement shall have his or her salary reduced by the application of this Agreement.

ARTICLE 17: PLACEMENT ON SCALE

- 17.1 Subject to the provision set forth in 17.3, a condition of employment as a teacher is the holding of a TPA Certificate granted pursuant to the Teaching Profession Act.
- 17.2 In the case of religious education, it is a condition of employment that a Teacher hired to teach religious education only, possess an Independent School Certificate which means a certificate granted pursuant to the Independent School Act and includes an application submitted to the Inspector for a teaching Certificate pursuant to the said Act, when the application has not been rejected or adjudicated upon by the Independent Schools Teacher Certificate Committee.

DEFINITIONS FOR TEACHER'S SALARY GRID AND LEVELS

- 17.3 **"Independent School Certificate"** for the purpose of religious education means a teaching certificate granted pursuant to the Independent School Act and includes for purposes of religious education an application submitted to the Inspector for a teaching certificate pursuant to the said Act where the application has not been rejected or adjusted upon by the Independent School Teacher Certificate Committee.

"TPA Certificate" means a teaching certificate of qualification granted pursuant to the Teaching Profession Act;

"Level 3" means a Teacher with anything less than a 4 year degree; and with a I.S.A. Certificate or a TPA Certificate;

"Level 4" means a Teacher with a degree resulting from a 4 year program, including but not limited to B.A., B.Sc., B.Ed., or B.Comm.; and with a I.S.A. Certificate or TPA Certificate;

"Level 5" means a Teacher with a 5 year degree including but not limited to M.A., M.Sc., M.Div. or B.Th.; or a degree resulting from a 4 year program plus a professional year in a Faculty of Education; and with a I.S.A. Certificate or TPA Certificate;

"Level 6" means a Teacher with a M.Ed.; or a M.A., M.Th. or M.Sc. plus a professional year in a Faculty of Education; and a I.S.A. Certificate or TPA Certificate;

ARTICLE 18: CERTIFICATION CHANGES/TEACHING CATEGORY CHANGES

- 18.1 The transfer from Category to Category within the Teacher's Basic Salary Grid by virtue of a Teacher's changed Category during the course of employment, shall become remuneratively effective on the date that such a change in Category is awarded, provided notice of such a change is presented to the Employer within ninety (90) days of the Category change.
- 18.2 Notice of change presented later than ninety (90) shall result in the remunerative change becoming effective on the first day of the month following presentation of the Notice to the Employer.
- 18.3 A Teacher giving notice of a change in Category must accompany the Notice with proof in a form satisfactory to the Employer of a bona fide change of educational Category upgrading.
- 18.4 Any dispute regarding a Teacher's change of Category may be grieved by a Teacher, and the final decision of such a Grievance/Arbitration shall be retroactive to the date of Notice given under paragraph 18.1 herein.

ARTICLE 19: INCREMENTS

"Increment Year" means, the number of years of teaching experience in the School and any other government supported and inspected school in any country with a similar educational system as that of British Columbia, determined as follows:

- A. A Teacher employed for a period of not less than seven (7) months of full time teaching in any one Calendar School Year shall constitute a full year of teaching experience (an Increment Year);
- B. A Teacher employed on a part time basis shall acquire a teaching year of experience (an Increment Year) in accordance with the following conditions:
- i) part time and partial year service may be combined to equal ten (10) months in order to acquire a teaching year of experience (an Increment Year)
- C. A Teacher employed on a full time basis for less than seven (7) months in two or more Calendar School Years shall acquire a teaching year of experience (an Increment Year) in accordance with the following conditions:
- i) periods of partial year teaching may be combined and if the total time teaching equals seven (7) months of full time teaching, a Teacher shall acquire a teaching year of experience (an Increment Year);
- D. An Increment Year may be acquired by a Teacher who is absent under the following conditions:

- on exchange or on special assignment in the field of education, with or without pay as approved by the Employer;
 - on leave of absence for professional growth, provided a satisfactory covering statement is submitted to cover the case as approved by the Employer;
- E. Teachers who have experience for which no credit is otherwise provided herein that is directly related to their intended position, may be allowed credit to a maximum of five Increments on a ratio of two years' related experience to one year of Increment. The Association shall be notified in writing of each Increment credited under this paragraph.
- F. The increment date shall be the first of the month following the month in which applicable experience is accumulated.

ARTICLE 20: EMPLOYEE BENEFITS

20.1 If during the Term of this Agreement the CPSVD arranges an enhancement to existing Employee Benefits for all the schools under the CPSVD, the Employer will implement these improved benefits forthwith. Until such enhancements are implemented the following provisions shall be the Employee Benefits of the Teachers:

Government Deductions

20.2 The Employer shall administer U.I.C., C.P.P. and Worker's Compensation: The Employer shall administer U.I.C., C.P.P. and Worker's Compensation for persons employed hereunder in accordance with statutory requirements.

Medical Services Plan of B.C.

20.3 The Teacher shall pay 100% of said premiums for each Teacher unless a Teacher opts out of this benefit.

Group Insurance Benefits

20.4 The Employer shall provide an employee benefit insurance package. The Employer shall ensure that payroll deductions are made for the premiums payable by participating Teachers in accordance with the schedule of the benefits

Participation shall be compulsory for all Teachers who work 15 or more hours per week. Coverage for all benefits in this package are described in booklets which the Employer will distribute to all Teachers.

- Life Insurance - The Employer shall pay 100% of the premium cost for benefits in an amount equal to the Teacher's gross annual salary rounded up to the nearest thousand dollars.

- Accident, Death and Dismemberment - The Employer shall pay 100% of the Premium cost for benefits in an amount equal to the Teacher's gross annual salary rounded up to the nearest thousand dollars.

- Dental - The Employer shall pay 100% coverage of the premium cost for Dental Coverage. A Teacher may opt out of this dental coverage if he or she is covered under a similar plan.

- Extended Health Plan - The Employer shall pay 50% of the premium cost and the Teacher shall pay 50% of the premium cost of the premium. A Teacher may opt out of this medical coverage if he or she is covered under a similar plan.

- Long-term Disability - The Employer shall provide a long-term disability plan. Participation shall be compulsory for all permanent Teachers who work 25 or more hours per week. Teachers pay 100% of the premium cost for this benefit.

Group Pension Plan:

20.5 The Employer shall provide a group Pension plan.

- A. The Employer shall contribute to the Diocesan's Employee Pension Plan an amount equal to 3.5% of the Gross Annual Salary of such a participant.
- B. The participant's contribution will be a minimum of 3.5% of the Gross Annual Salary. The participant may make contributions in excess of the minimum in accordance with limitations for individual RRSP contributions set by the government.
- C. Contributions shall be made monthly, through payroll deductions, and the Employer contributions shall be paid concurrently with Employee contributions.

Maintenance of Benefits:

20.6 For those benefits capable of being maintained, as defined by the terms of the insurance policies, any Teacher granted leave of absence shall have his or her benefits maintained by the Employer during the period of absence of the Teacher, upon the Employer receiving pre-payment of the total premiums applicable during the leave of absence.

20.7 The Employer and Teacher shall continue to contribute to their respective shares of the cost

of maintaining coverage under the respective benefit plans, where applicable, in accordance with the terms of the insurance policies, during a period a Teacher is on medical leave of absence.

SECTION C: LEAVES OF ABSENCE

ARTICLE 21: SICK LEAVE

- 21.1 The Employer shall pay a Teacher at his or her rate of pay while the Teacher is on Sick Leave, which Sick Leave shall be calculated as follows:
- A. Sick leave is earned at the rate of one and one-half (1 1/2) days for each month that the Teacher is employed in the calendar school year.
 - B. Part Time Teachers shall be entitled to sick leave in proportion to the percentage of time that they teach.
 - C. Unused sick leave may be accumulated to a maximum of one hundred and twenty (120) days
 - D. Each Teacher shall receive, by September 30th, an annual accounting of his or her accumulated Sick Leave as at August 31st.
 - E. Each teacher may use up to 5 days per year of their 15 sick days each year for the care of a member of their family who is ill. (This is not serious illness as below and is not additional days to personal sick days). For the purposes of 21.1 E, family is defined as those living with the employee.

ARTICLE 22: BEREAVEMENT

- 22.1 In the case of a death in the Immediate Family of a Teacher, the Teacher shall be entitled to special leave, upon application to the Employer, at his or her regular rate of pay as follows:
- in town: three (3) working days
 - out of town: five (5) working days
- 22.2 Leave beyond the time granted in the case of a death in the family may be granted to a Teacher by the Employer at the discretion of the Employer.

ARTICLE 23: CRITICAL ILLNESS/COMBINED ILLNESS AND DEATH

- 23.1 For the critical illness of father, mother, husband, wife, son or daughter, brother or sister, grandparents, or parents of spouse, the local school council will pay approved leave for up to five (5) days.

A medical certificate certifying critical nature of illness will be required if death does not occur.

For the combined critical illness and death, the local school council will pay approved leave for:

- in town: six (6) working days
- out of town: eight (8) working days

ARTICLE 24: MATERNITY LEAVE AND PARENTAL LEAVE

- 24.1 Maternity leave shall be granted without pay in compliance with part 7 of the Employment Standards Act, 1995.
- 24.2 At least two (2) weeks prior to the expiration date of the maternity Leave in Article 24.1 above, the teacher may apply for Extended Maternity Leave. Extended Maternity leave (inclusive of any Parental Leave granted as per Article) shall be granted without pay for a period of up to 12 months provided that the termination for the extended leaves coincides with one of the following breaks in the school year: school opening, the end of the calendar year, Christmas Break, or the end of Spring Break. Extended Maternity Leave will not accrue time towards teaching experience.

PATERNITY LEAVE

- 24.3 Paternity leave shall be granted without pay in compliance with part 7 of the Employment Standards Act, 1995.
- 24.4 At least two (2) weeks prior to the expiration date of the paternity Leave in Article 24.3 above, the teacher may apply for Extended Paternity Leave. Extended Paternity leave (inclusive of any Parenthood Leave granted as per Article 24.4) shall be granted without pay for a period of up to 12 months provided that the termination for the extended leaves coincides with one of the following breaks in the school year: school opening, the end of the calendar year, Christmas Break, or the end of Spring Break. Extended Paternity Leave will not accrue time towards teaching experience.

PARENTHOOD LEAVE

- 24.5 Parenthood Leave, of up to one year, without pay may be requested only once in every five (5) years, except in a crisis situation, should a parent feel it to be necessary to stay at home with a dependent child.
- 24.6 Both male and female teachers shall be eligible for Parenthood Leave, but it may be granted to only one parent at a time in instances where both are employed by the employer. Notice is required in writing, six (6) months prior to commencement of the leave. Less than six (6) months notice may be considered in a crisis situation.

ADOPTION LEAVE

- 24.7 Adoption Leave up to one year shall be granted without pay to a Teacher on the occasion of his or her adoption of a child. The Employer may ask for and receive particulars upon which the request is made.
- 24.8 Adoption Leave shall be granted in the same manner as Maternity Leave under paragraph 24.1 herein.
- 24.9 Leave shall be granted with pay for a maximum of five (5) days for mandatory interviews or travelling time to receive the child.
- 24.10 **Use of Sick Leave**

If at the end of the period(s) of leave provided for in this article, the teacher is unable to return to duty because of ill health, the teacher shall qualify for sick leave benefits.

ARTICLE 25: EDUCATIONAL AND EXCHANGE LEAVES

- 25.1 The Employer may grant educational leave without pay to teachers with a minimum of three (3) years continuous service in the system.
- 25.2 Education Leave for study and research by any Teacher may be granted without pay at the Employer's discretion; such leave shall be for periods of up to one (1) Calendar School Year.
- 25.3 Exchange Leave to participate in a bona fide teacher exchange plan may be granted at the discretion of the Employer for up to one (1) Calendar School Year.
- 25.4 Any Teacher granted leave under Article 25 shall be treated on his or her return for the purposes of computation of his or her Increment Year, as though he or she had been teaching in the service of the Employer during his or her absence.

ARTICLE 26: JURY OR WITNESS DUTY

- 26.1 A teacher shall be granted a leave of absence with pay for the days during which he or she is required to be in attendance for jury duty but not in the capacity of a witness in a judicial proceedings, hearing or trial which are a result of a teachers private affairs.
- 26.2 Any remuneration which the teacher receives as a result of attendance at such proceedings shall be assigned and paid to the Employer.
- 26.3 A teacher shall give notice in writing to the Employer of his or her intentioned leave of absence pursuant to 26.1 which notice shall be accompanied by the appropriate documents to verify qualification for leave hereunder.

ARTICLE 27: PERSONAL LEAVE OF ABSENCE

- 27.1 Request for leaves from duties for purposes not specifically enumerated in this agreement shall be considered by the employer on an individual basis. Leave of absences will be considered in view of the reasons and period of time requested provided a suitable teacher on call is available. Leave will be without pay. The written request for leave will be submitted to the principal well in advance of the day requested.
- 27.2 The employer may approve leave with full pay upon written application to the principal for the following:
- a) For 1 working day to attend member of immediate family's, or own, convocation.
 - b) On business connected with the school system.
 - c) Visitations to other schools.

ARTICLE 28: GENERAL LEAVE

- 28.1 All leaves granted with pay under Section C shall apply only to Teachers not already on leave of absence without pay.

ARTICLE 29: SELF-FUNDED LEAVE PLAN

- 29.1 This plan is available to all staff and details are attached to this agreement.

SECTION D: EMPLOYMENT RIGHTS

ARTICLE 30: TEACHING SECURITY

- 30.1 The Employer and the Association agree that increased length of service in the employment of the System entitles a Teacher to commensurate increase in security of and seniority in, his or her employment subject to the teaching requirements of the School and ongoing satisfactory evaluations of the Teacher in accordance with procedures established in this Agreement.
- 30.2 A Teacher in the C.P.S.V.D. system who satisfactorily completes a probationary period of employment for one (1) Calendar School Year shall be considered a permanent Employee and his or her employment shall continue subject to the teaching requirements of the School and satisfactory evaluations of the Teacher in accordance with procedures established in this Agreement. If necessary, a second probationary year may be offered to the teacher.

ARTICLE 31: SENIORITY

- 31.1 In this Agreement, "Seniority" means a Teacher's aggregate length of service in the employment in the System, inclusive of service under temporary employment and part time teaching.
- 31.2 When the Seniority of two or more Teachers is equal pursuant to paragraph 31.1 herein, the Teacher with the longest continuous present employment with the School shall be deemed to have the greatest Seniority.
- 31.3 When the Seniority of two or more Teachers is equal pursuant to paragraph 31.2 herein, the Teacher with the higher Increment Year shall be deemed to have the greatest Seniority.
- 31.4 For the purposes of Seniority, Education, Exchange, Parental or Association Leaves of absence granted pursuant to this Agreement shall be deemed to count toward aggregate length of service with the Employer.

ARTICLE 32: LAYOFF AND RECALL

- 32.1 When, for bona fide educational or budgetary reasons the Employer determines that it is necessary to reduce the total number of Teachers employed by the Employer, the Teachers to be retained on the teaching staff in the school shall be those who have the greatest Seniority, provided that they possess the Necessary Qualifications for the positions available.

32.2 Definition of Qualifications

"Necessary Qualifications" in respect of a teaching position means the possession of either:

- a) a valid teaching certificate for the province of British Columbia in accordance with the Independent School Act,
- b) a TPA Certificate in the case of academic subjects and a reasonable

expectation that the Teacher can perform the duties of the position based on one or more of the following criteria:

- i) a University major or minor or the recognized equivalent, directly related to the teaching position;
- ii) three or more University courses and/or relevant professional development completed in the teaching area, within the last ten (10 years);
- iii) demonstrated successful experience in a similar position;
- iv) an assessment of such indicators as: the Teacher's experience, non-academic training, and past performance; and a Teacher shall provide such relevant materials as required to determine qualifications.

32.3 When, for bona fide educational or budgetary reasons the Employer determines that it is necessary to reduce the total number of Teachers, the Employer shall give thirty (30) calendar days notice in writing to each Teacher whose employment it intends to terminate. The notice shall include the reason for the termination and the proposed effective date of termination. The Employer shall concurrently forward a copy of such notice to the Association.

32.4 A Teacher who is about to be terminated under paragraph 32.3 shall have the right to an Educational Leave of absence without pay of up to one (1) year for the purpose of undertaking retraining for another position, and upon return, be employed in any vacant teaching position for which he or she is qualified.

32.5 Religious affiliation by itself will not be a criteria for staff reduction.

ARTICLE 33: CONTRACTING OUT

33.1 All positions within the bargaining unit that become vacant as a result of, but not limited to, retirement, resignation, leave of absence, lay-off or termination will remain within the bargaining unit.

33.2 No teaching position shall be contracted out unless by mutual agreement.

33.3 Any dispute with respect to the contracting out or assignment of bargaining work may be resolved by either party referring this matter directly to Arbitration under Article 50.

ARTICLE 34: RESIGNATIONS

34.1 In the event that a Teacher decides to terminate his or her employment with the Employer, thirty (30) calendar days notice, in writing, will be given by such teacher to the employer and the council by May 30th if possible.

SECTION E: WORKING CONDITIONS

ARTICLE 35: TEACHING DUTIES

- 35.1 The Teacher shall diligently and faithfully perform such teaching functions and conduct such professional work and duties relating to the instruction, counselling, supervision or administration of students during the School Day as may be reasonably assigned from time to time by the Employer (herein called "Teaching Duties"). It is recognized by the Association

that Teachers will prepare for classes and prepare student evaluation both within the School Day as provided herein and on a Teacher's own time outside the School Day.

- 35.2 Teachers will use, or permit to be used, only textbooks and other instructional materials as are prescribed or authorized by the Ministry of Education or the Employer.

ARTICLE 36: REGULAR WORK YEAR FOR TEACHERS

- 36.1 The regular work year for employees covered by this agreement shall be annually determined by the Standard CPSVD Calendar and shall include the specified number of days of instruction, the maximum number of non-instructional days and the year end administrative day.
- 36.2 Teachers shall not be required by the Employer to provide professional or teaching services between July 1st and August 31st. Should the Employer request and a Teacher agree to provide services during the period of July 1st to August 31st, or any part thereof, such Teacher shall be paid on a per diem rate equal to his or her Annual Salary Rate of pay times 1/195.
- 36.3 Teachers shall be present at and participate as required in parent-teacher meetings, faculty meetings, official School functions as set in the School Annual Calendar and Professional Development Days during the Calendar School Year, except under exceptional circumstances.
- 36.4 By the first day of each Calendar School Year, teachers shall be provided with a calendar of functions at which their attendance is required. Teachers may be excused from particular events listed on the calendar with approval of the administration of the School or the Council.

ARTICLE 37: STAFF MEETINGS

- 37.1 With the exception of September and June when there may be two scheduled staff meetings, there shall be not more than one regularly scheduled staff meeting per month.
- 37.2 At least seven calendar days notice must be given for each regularly scheduled staff meeting.
- 37.3 An agenda of the staff meeting must be distributed one day prior to the meeting.
- 37.4 Any teacher may place items to be considered for inclusion on the agenda, by submitting them to the Principal or Vice-Principal prior to the printing of the agenda. Opportunities to add agenda items shall be made at the commencement of the staff meeting.
- 37.5 Written minutes of all staff meetings shall be filed and distributed to all staff members within ten school days following the staff meeting.

- 37.6 The Principal may call special meetings of the staff, or groups of the staff to deal with concerns arising from emergent circumstances.

ARTICLE 38: CLASS SIZE

- 38.1 The school shall develop a process which will ensure that decisions with respect to school organization, class size and staff workload assignment will be made by the principal following a process of consultation between the principal and the staff of the school.
- 38.3 No teacher shall be required to teach a regularly scheduled class of greater than twenty-five (25) students in a full-sized classroom. Maximum class size in specialty rooms shall be determined by a combination of room size, large fixtures, equipment, and safety considerations, but may not exceed twenty-five (25) students. Any departure from the above will be preceded by consultation between administration and the Teacher affected.

It is recognized that in extraordinary circumstances class sizes may be lower than the class size maximums listed above. Circumstances where this may occur include Grade K/1, Grade One Readiness, and Learning Assistance.

It is recognized that it may also be appropriate to offer educational support for students with academic deficits and/or social/emotional difficulties.

It is recognized that in extraordinary circumstances class sizes may exceed the class size maximums listed above. Circumstances where this may occur include:

Where the teacher has requested a larger group to fulfil a particular educational or organizational purpose (eg. band, performing arts, religious presentations, certain physical education activities)

The Association will be informed, in writing, by local school council, of all instances in which class sizes exceed the maximums.

ARTICLE 39: PREPARATION TIME/COURSE ASSIGNMENT

- 39.1 A Full Time Teacher shall have a minimum of 200 minutes per week designated as preparation time during which there will be no instruction or supervision of students. A Part Time Teacher shall have paid preparation time determined on a prorated basis according to his or her full time equivalent status.

ARTICLE 40: SUPERVISION

- 40.1 A Teacher shall have, at least a thirty (30) minute lunch break between 11:00 a.m. and 1:00 p.m. during the School Day.

ARTICLE 41: HEALTH AND SAFETY

- 41.1 Classes shall be conducted only in facilities that are clean and where temperature, ventilation, lighting, humidity, sound category and other physical conditions are hygienic, safe and conducive to effective learning.
- 41.2 Where the situation is of immediate danger to the teacher or students, the Teacher shall act accordingly and then report the situation to the Principal
- 41.3 Other specific health and safety problems shall be reported to the Principal. In the situation is not rectified, the concern shall be processed through the Advisory Committee, and/or grievance procedure.
- 41.4 All portable classrooms shall be equipped with intercoms/phones that are connected to the school office.

ARTICLE 42: EXTRA-CURRICULAR ACTIVITIES

- 42.1 Extracurricular Activities shall mean all activities related to the School and its students which are not part of or during: The School Day; Official School Functions; Parent-Teacher Meetings; Staff Meetings; and Professional Development Days.
- 42.2 Extracurricular activities shall be voluntary, and no Teacher shall be dismissed or discriminated against as a result of not volunteering for such activities.
- 42.3 In the event that a Teacher volunteers to participate in Extracurricular Activities, the Employer shall indemnify each Teacher against any loss or damage incurred by a Teacher, directly or indirectly, as a result of such Extracurricular Activity save for any personal injury occasioned to the Teacher himself/herself by reason of his/her own negligence.
- 42.4 When Teachers are supervising students during extra-curricular activities they are covered by liability insurance in the case of an accident while the students are under their supervision.
- 42.5 Student transportation to extracurricular activities shall neither be expected nor be required of any Teacher. In the event that a Teacher is authorized to transport students in the course of curricular or extracurricular activities, the Employer shall be liable for, and indemnify such Teacher against, any loss or damage, incurred during said transportation. If the work requested requires that the employee travel more than 20 km from their normal work site, they shall be compensated prior to travelling for travelling costs, accommodation, meals and other expenses.

SECTION F: PERSONNEL PRACTICES

ARTICLE 43: POSTING AND FILLING VACANT POSITIONS

- 43.1 Vacancies for teaching positions shall be posted within the School at least two (2) weeks before being advertised elsewhere except where vacancies occur during a vacation.

ARTICLE 44: ASSIGNMENT - IN SCHOOL

- 44.1 A staff meeting will be held prior to May 30th annually for the purpose of discussing the proposed timetable and staff assignments for the next school year will be given by June 30th subject to status of enrollment.

ARTICLE 45: EVALUATION OF TEACHERS

- 45.1 Evaluation of Teachers shall occur according to procedures outlined in the C.P.S.V.D. Policy Manual Policy #404.
- 45.2 The Employer and the Association recognize and agree upon the Superintendent of Schools for the C.P.S.V.D. as an evaluation authority above the Principal of the school.
- 45.3 A Teacher shall receive copies of evaluation reports concerning him or her. A Teacher may initial and make comments on the original evaluation documents and have them placed in the teacher's personnel file. A Teacher shall receive copies of the evaluation reports within 1 week of the date of each evaluation visit and shall receive the final formal report within one month of the last evaluation visit.

ARTICLE 46: PERSONNEL FILES

- 46.1 Teachers shall have reasonable access to their own personal files according to C.P.S.V.D. Policy #413.
- 46.2 A Teacher, or the President of the Association or his or her designate with the written authority of the Teacher, shall be entitled to review the Teacher's personnel file in the office in which the file is normally kept, in the presence of the Principal or his or her designate, in order to facilitate the investigation of a Grievance or Arbitration. Access to Teacher personnel files shall be limited to the Teacher, the Principal, and the Superintendent of C.P.S.V.D. schools.

ARTICLE 47: HARASSMENT

- 47.1 Teachers have the right to protection from harassment. Teachers should refer to C.P.S.V.D. Policy Manual #415.

ARTICLE 48: DISCIPLINE/SUSPENSION/DISMISSAL

- 48.1 The Employer shall not discipline, suspend or dismiss a Teacher except for Just and Reasonable Cause. "Just and Reasonable Cause" shall mean professional misconduct, neglect of duty, neglect or refusal to obey any lawful order of the Employer, or refusal to teach in a manner consistent with the doctrines and beliefs of the Roman Catholic Church, which renders the Teacher unsuitable for the position then held by him or her. The Employer shall provide, at least five (5) working days prior to any intended suspension or dismissal of a Teacher, to the Teacher in question and the Association, a notice setting forth the intended suspension or dismissal and the reason or reasons for such action except in extraordinary circumstances where the safety or security of the students, staff or School are at risk, in which case said notice shall be given within one (1) day of any action taken by the Employer.

- 48.2 The Employer shall not dismiss a Teacher unless there are on file at least three (3) evaluation reports indicating that the learning situation in the class or classes of the Teacher is less than satisfactory, where such reports are issued in accordance with the following:
- A. the three (3) reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months;
 - B. at least one (1) of the reports shall be the report of the Superintendent of C.P.S.V.D. schools;
 - C. at least one (1) of the reports shall be a report of the Principal of the School;
 - D. where more than one (1) of the reports is written by the same person, at least four (4) months shall have elapsed between the writing of the first and the final report of that person; and
 - E. where the Employer has, after the receipt of one or more such reports, recommended to the Teacher, and the Teacher has accepted the recommendation, that the Teacher take an agreed remedial program of professional or academic instruction, or both, the remaining report or reports shall be based on evaluation of the learning situation or other duties of the Teacher not less than three (3), or more than six (6) months after the Teacher has completed the remedial program and each report shall be issued within two (2) weeks of the evaluation.

The foregoing provisions of paragraph 48.2 shall not be construed to restrict the employer's ability to take appropriate action where there exists an extraordinary circumstance where the safety or security of the students, staff or School are at risk.

SECTION H: GRIEVANCE & ARBITRATION

ARTICLE 49: GRIEVANCE PROCEDURES

- 49.1 During the term of this Agreement, should any differences arise concerning the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether or not any matter is arbitrable, or should any local trouble arise in the School, or any dispute or difference arise concerning the employment, discipline, suspension or dismissal of a Teacher, the herein specified Grievance procedure shall apply.
- 49.2 It is the general interest of the parties to prevent the elevation of minor questions into formal Grievances, and as a possible means to this end, the Teachers are urged to raise issues or concerns imagined or otherwise with the Principal as quickly as possible. Teachers have the right to formally grieve a matter any time if they wish to do so.

- 49.3 Should a Teacher or the Association wish to grieve a matter, the Teacher through the Association, or the Association itself, may file with the Principal of the School or his or her designate, a written Grievance on the appropriate form, within seven (7) calendar days from the later of:
- A. the day on which he, she or it became aware of the circumstances giving rise to the Grievance;
 - B. the day on which he, she or it was notified by the Employer of the circumstances which give rise to the Grievance; or
 - C. the day on which he, she or it last informally discussed the matter with the Principal, which date shall not exceed fifteen (15) days from the later of the days set forth in subparagraphs 49.3 A. and B.
- 49.4 The successive steps to be taken in any Grievance until it is settled shall be as follows:
- A. A Teacher or the Association has filed a written Grievance Notice pursuant to Article 49;
 - B. The Principal or his or her designate shall respond in writing within seven (7) days of receiving the Grievance Notice;
 - C. If no settlement is reached in subparagraph 49.4 B. the Teacher or the Association may file a written appeal to the Council, of the Principal's decision to the initial Grievance Notice. The Council shall respond in writing to the appeal within seven (7) days of receipt of the appeal;
 - D. If no settlement is reached in subparagraph C., the Teacher or the Association may file a written appeal of the Council's decision with the Superintendent of C.P.S.V.D. schools within seven (7) days of receipt of the Council's decision. The Superintendent of C.P.S.V.D. schools shall respond in writing within seven (7) days of receipt of the appeal;
 - E. If no settlement is reached in subparagraph 49.4 D., the Teacher or the Association may appeal to an Appeal Panel by filing a Notice of Appeal with the Employer within fourteen (14) days of receiving the Decision of the Superintendent of C.P.S.V.D. schools. The Notice of Appeal shall contain the Teacher's or the Association's nominee to the Appeal Panel. The Employer shall, within five (5) days from the receipt of the Appeal Notice, give Notice to the Appellant of its nominee to the Panel. The Appellant and the Employer shall meet three (3) days after the delivery of their Notice to appoint a chairperson. The Appeal Panel shall give Notice to the Appellant and the Employer of a hearing date and place where the hearing shall be held no later than thirty (30) days after the constitution of the Appeal Panel. The

Appeal Panel shall give full opportunity to all parties to present evidence and make representations, shall render a decision in writing within three (3) days of the hearing and shall provide said decision to the parties. The Appeal Panel shall be comprised of three (3) members and an Appeal Panel shall be established for each Grievance. The members of the Appeal Panel shall be chosen according to the following guidelines:

- i) One member shall be nominated by the Employer.
This member shall not be an employee of the Employer, a member of the Council, or a an individual who has previously heard the Grievance;
- ii) One member shall be nominated by the Association.
This member shall not be a member of the Association;
- iii) A mutually agreed upon Chairperson shall be nominated jointly by the Association and the Council.
This person shall not be an employee of the Employer, a member of the Council, a member of the Association, or a person who has previously heard the Grievance; and
- iv) Appeal Panel members shall provide their services free of charge.

49.5 All Grievance appeals shall include all prior records of decisions made in the Grievance.

49.6 A decision made by the Council shall overrule a decision of the Principal. A decision by the Superintendent of C.P.S.V.D. schools shall overrule a decision of the Principal and the Council. A decision of the Appeal Panel shall overrule all prior decisions. All decisions accepted by the Teacher or Association in settlement of the matter shall be binding in the manner expressed by the Appeal Board.

49.7 Time limits fixed in the Grievance procedure are mandatory and shall be strictly adhered to; however, they may be altered by mutual written consent of the parties or where the Appeal Panel determines the abridgement of time limits to be fair and just in the circumstances. Subject to the foregoing, where a party fails to comply with the Grievance procedure herein or fails to file notices of Grievance or appeals within the time periods set forth herein, that party shall lose its right to proceed with the Grievance. However, such party shall not be deemed to have prejudiced its position on any further Grievance.

ARTICLE 50: ARBITRATION PROCEDURES

50.1 NOTIFICATION

Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, or any dispute or differences arise concerning the employment, discipline, suspension or dismissal of a Teacher, either of the parties may, after exhausting the Grievance procedure in Article 49, deliver to the other party within twenty-one (21) days of the Appeal Panel Decision, a Notice to submit the dispute, differences, matters or allegations to an Arbitration Board.

50.2 **COMPOSITION OF THE ARBITRATION BOARD**

When a party has given Notice to submit the dispute to arbitration, it shall within the Notice indicate to the other party:

- A. Its intention to submit the matter in dispute to a single Arbitrator to be agreed upon by both parties. Should either party not agree to submit the dispute to a single Arbitrator, or should they fail to agree on a single Arbitrator within seven (7) days of the receipt of the Notice, both parties shall then have seven (7) days to name their appointee pursuant to hereunder; or
- B. The name of its appointee to an Arbitration Board. Within seven (7) days thereafter the other party shall indicate the name of its appointee to the Arbitration Board. The two appointees shall then meet to select an impartial chairperson.

50.3 **FAILURE TO APPOINT**

If the recipient of the Notice fails to appoint an arbitrator, or the two appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment(s) shall be made by the Ministry of Labour.

50.4 **BOARD PROCEDURE**

The Arbitrator of the Arbitration Board may determine its own procedure in accordance with the Labour Relations Act and shall give full opportunity to all parties to present evidence and make representations. The Arbitrator or the Arbitration Board shall convene a hearing not later than twenty-one (21) days after the selection or appointment of the chairperson. The Arbitrator or Arbitration Board shall render a decision not later than twenty-one (21) days from the last day of a hearing.

50.5 **ARBITRATION DECISION**

The decision of a single Arbitrator or the majority decision of the Arbitration Board shall be final, enforceable and binding on both parties. Where there is no majority decision of an

Arbitration Board, the decision of the Chairperson shall be the decision of the Arbitration Board. The Arbitrator or the Arbitration Board shall have the power in a grievance matter to order such remedial action which it deems just and equitable. The Arbitrator or the Arbitration Board shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

50.6 DISAGREEMENT OF ARBITRATION DECISION

Should the parties disagree as to the meaning of the Arbitration decision, either party may, within ten (10) days of the rendering of the decision, apply to the Arbitrator or the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision. The Arbitrator or Arbitration Board shall make every effort to do so within seven (7) days of such request.

50.7 EXPENSES OF THE ARBITRATION

Each party shall bear the cost of its own representative to the Arbitration Board and the parties shall equally share in the remuneration and expenses of the Chairperson.

50.8 AMENDING TIME LIMITS

The time limits fixed in the foregoing arbitration procedure shall be strictly adhered to, however they may be altered by mutual written consent of the parties or where the Arbitrator or the Arbitration Board determines the abridgement of time limits to be fair and just in the circumstances.

ARTICLE 51: PICKET LINE PROTECTION

51.1 All Teachers covered under this Agreement shall have the right to refuse to cross or work behind a legal picket line. Any Teachers failing to report for duty for this reason shall be considered absent without pay.

51.2 A Teacher's failure to cross a legal picket line encountered in carrying out School business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action by the Council.

ARTICLE 52: TERM OF AGREEMENT

52.1 DURATION

Notwithstanding the date of execution of the within Agreement, the parties agree it shall be effective from the first day of ratification. This Agreement shall terminate on the 31st of August 1997. The Term of this Agreement shall be from 1st of September 1995 to 31st of August 1997. There will be no strikes or lockouts during the Term of this Agreement as set

forth in clause 52.1 herein.

ARTICLE 53: NOTICE TO BARGAIN

53.1 NOTICE TO BARGAIN

- A. This Agreement may be opened for collective bargaining by either party giving written notice to the other party or on or after May 1, 1997, but in any event not later than May 31, 1997.
- B. Where no Notice is given by either party prior to May 31, 1997, both parties shall be deemed to have given Notice under this paragraph on May 31, 1997 and thereupon paragraph 53.3 applies.
- C. All Notices on behalf of the Association shall be given by the President of the Association and similar Notices on behalf of the Employer shall be given by the Chairperson of the Council.

53.2 COMMENCEMENT OF BARGAINING

Where a party to this Agreement has given notice under Article 53.1, the parties shall, within fourteen (14) days after the Notice was given, commence collective bargaining.

53.3 AGREEMENT TO CONTINUE

In the event that the parties are unable, by the expiry date of this agreement to conclude a collective agreement for the subsequent period, the parties agree that the terms and conditions of employment provided for in this agreement will continue to apply during the bargaining, without prejudice to the right of either party to take action permitted by Part 5 of the Industrial Relations Act, and without prejudice to the provisions of the new agreement.

53.4 CHANGE IN AGREEMENT

Any change deemed necessary in this Agreement may be made by mutual written agreement at any time during the Term of this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto
affixed their hands and seals this **DATE**.

The Corporate Seal of **CSTA**)
CATHOLIC SCHOOL TEACHERS)
ASSOCIATION was hereto affixed in)
the presence of:)

_____)
Authorized Signatory)

_____)
Authorized Signatory)

_____)
Authorized Signatory)

SIGNED on behalf of the Employer,)

Authorized Signatory

Authorized Signatory

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