

COLLECTIVE AGREEMENT

between the

**THE SOCIETY FOR THE EDUCATION OF CHILDREN
WITH SPECIFIC LEARNING DISABILITIES
(KENNETH GORDON SCHOOL)**

and the

**THE B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

Effective from April 5, 2007 to June 30, 2011

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DEFINITIONS

In this Agreement:

- (a) "*Continuing Contract*" shall mean a contract of employment that is in force from year to year.
- (b) "*IEP*" shall mean an Individualized Education Plan.
- (c) "*LAST*" shall mean Language Arts Support Teacher.
- (d) "*Principal*" shall mean the Principal of the School. The Principal is the senior administrator at the School and it is understood that the Principal may designate and delegate functions to other administrative staff, including the Vice-Principal.
- (e) "*Regular*" or "*Continuing*" employee shall mean an employee who holds a continuing contract.
- (f) "*School*" shall mean the Society for the Education of Children with Specific Learning Disabilities and Kenneth Gordon School. It is understood that the School designates and delegates administrative functions to its administrative staff.
- (g) "*SEA*" shall mean a Special Education Assistant.
- (h) "*Teacher On Call (TOC)*" shall mean a teacher who provides day to day teaching that is less than twenty (20) consecutive teaching days in any one teaching position. An "*On Call employee*" may also refer to other classifications.
- (i) "*Temporary Contract*" shall mean a contract of employment which is in force for a specific duration or purpose and for a specific percentage of time which shall begin and end in the same school year.
- (j) "*Temporary Contract Teacher*" shall mean a teacher who teaches a minimum of twenty (20) consecutive school days as a replacement for a teacher who will be returning to the school and shall also include filling a vacancy that occurs after the commencement of the school year for the duration of that school year.
- (k) "*Temporary Contract Tutor*" shall mean a tutor who tutors for a minimum of twenty (20) consecutive school days as a replacement for a tutor who will be returning to the school and shall also include filling a vacancy that occurs after the commencement of the school year for the duration of that school year.
- (l) "*Tutor*" Wherever Tutor is used in this Agreement, it is understood to mean Academic Therapeutic Tutor.
- (m) "*Tutor On Call (TOC)*" shall mean a tutor who provides day to day tutoring that is less than twenty (20) days in any one tutoring position.
- (n) "*Union*" shall mean the B.C. Government and Service Employees' Union. It is understood that the union designates and delegates functions to the President and other officers and members of the Union.
- (o) "*Vice-Principal*" shall mean the Vice-Principal of the School, who is an administrator at the School.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

(a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the School and the Union. It is recognized by this Agreement to be the duty of the School and of the employees to co-operate fully, both individually and collectively, for the advancement of these purposes.

(b) The parties to this Agreement share a desire to maintain the high level of service being provided to the students of the School. Accordingly, they are determined to establish an effective working relationship between the employees and the School.

1.2 Recognition of Objectives and Principals

The School and the Union acknowledge and recognize the following mutual objectives and principles:

STATEMENT OF PURPOSE

(a) The School exists for the benefit of its students. The foundation of the school is a conviction that a school environment organized specifically for the needs of children with specific learning disabilities is more academically effective and emotionally supportive for these children than mainstream schools.

(b) In managing and directing the activities of the School the Board of Directors and administrators strive to further its founding goals and traditions as a Canadian independent school for children with specific learning disabilities.

The School welcomes and requires parent and alumnae involvement in the life of the School.

1.3 Future Legislation

In the event that any future legislation renders null and void any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties shall consult with a view to reaching mutually agreeable provisions to be substituted for the provisions rendered null and void.

In the event any future legislation materially alters the intent of any clause in this Agreement, either party may request consultation with a view to seeking an amendment or clarification of the clause.

1.4 Use of Terms

Wherever the singular is used in this Agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

Whenever the feminine form is used in this Agreement it shall be construed as if the masculine had also been used.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 Management Rights

It is recognized and acknowledged that the management and direction of the employees and activities of the School are vested exclusively with the School through the Board of Directors, the Principal and the Vice-Principal, except as otherwise provided in this Agreement. Without limiting the generality of the foregoing, it is the function of the School to:

- (a) maintain order, discipline and efficiency and make, alter and enforce reasonable rules, regulations, policies and practices;
- (b) select, hire, discipline, discharge, assign, reassign, transfer, evaluate, classify, and promote employees;
- (c) establish, modify or eliminate job functions, job content, teaching assignments, and job descriptions;
- (d) determine the services and courses to be provided and to alter, eliminate, establish or change services, courses and objectives;
- (e) determine the size and location of its operation;
- (f) effect changes in methods, operations, organization, facilities, systems and equipment; and
- (g) determine the schedule of hours of the School;

provided, however, the provisions of this article will be exercised consistently with the other provisions of this Agreement and not be used for the purpose of discrimination against employees.

2.2 Union Rights

Article 2.1 shall not restrict, limit or nullify those rights and obligations specifically granted to the Union pursuant to this Agreement.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES OF TEACHERS

3.1 Conduct of Teachers

Teachers shall at all times conduct themselves in accordance with the objectives and principles as set forth in Article 1 of this Agreement.

3.2 Standards of Excellence and Professional Competence

Teachers shall endeavour to develop in their students an appreciation of standards of excellence and shall strive at all times to achieve and maintain the highest degree of professional competence and to uphold the honour, dignity and ethical standards of the teaching profession.

3.3 Student Focus

Teachers are expected to be student focused: that is, to be responsive to the diverse learning styles, needs and abilities of students; to speak towards students with respect and dignity; and to regard as their first duty the effective education of the students.

3.4 Student Welfare

Teachers shall concern themselves with the welfare of their students including their safety, emotional and physical security, while they are under their care.

3.5 Standards of Performance

Teachers are expected to demonstrate a superior standard of performance in all areas of their daily work such as: knowledge of subject matter, understanding of students' needs, daily and long range planning, varied teaching methods and strategies, evaluation of students' work, recording and reporting of students' work, and classroom management including the Orton-Gillingham methodology of instruction and the School Program.

3.6 Professional Responsibilities

Teacher's professional responsibilities in addition to classroom duties, include: conferences and meetings with the Principal and Vice-Principal, tutors, parents, employees, students and other professionals; in-service training; report cards and government forms.

3.7 Supervision of Students

Teachers shall provide such assistance as the Principal considers necessary for the supervision of students at the School and at school functions whenever and wherever held.

3.8 Supervision of Teachers

Teachers work under the supervision of the Principal and Vice-Principal

ARTICLE 4 - DUTIES AND RESPONSIBILITIES OF TUTORS

4.1 Conduct of Tutors

Tutors shall at all times conduct themselves in accordance with the objectives and principles as set forth in Article 1 of this Agreement.

4.2 Role in Implementing Programs

Tutors play a key role in implementing the School Program, and the Orton-Gillingham methodology of instruction.

4.3 Knowledge of Remedial Programs

Tutors shall exhibit accurate and up-to-date knowledge of the components of the remedial program and teach through all modalities: visual, auditory, kinesthetic, tactile.

4.4 Student Focus

Tutors are expected to be student focused: that is, to be responsive to the diverse learning styles, needs and abilities of students; to speak to students with respect and dignity; and to regard as their first duty the effective education of the students.

4.5 Supervision of Tutors

Tutors shall work under the general supervision of a teacher, the Vice-Principal and the Principal, and shall meet with those persons as required.

4.6 Role of Tutors in Evaluating Students

Tutors assist in the collection of data for the purpose of evaluating student progress and provide this information to the teacher, who is responsible for evaluating and reporting on the progress of the student to parents.

ARTICLE 5 - UNION SECURITY

5.1

All employees in the bargaining unit who, on April 5, 2007 were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership (subject to the provisions of Section 17 of the *Labour Relations Code of British Columbia*).

5.2

All employees hired on or after April 5, 2007 shall, as a condition of continued employment, become members of the Union and maintain such membership, upon completion of thirty (30) days as an employee (subject only to the provisions of Section 17 of the *Labour Relations Code of British Columbia*).

5.3

Nothing in this Agreement shall be construed as requiring a person who was an employee prior to April 5, 2007 to become a member of the Union.

ARTICLE 6 - CHECK OFF OF UNION DUES

6.1 Deduction of Union Dues

The School shall, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.

6.2 Deduction of Assessments

The School shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

6.3 Deductions Made on Payroll

Deductions shall be made in each payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.

6.4 Remittance of Union Dues and Assessments

All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the School shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amount deducted from each employee.

6.5 Union to Notify School

Before the School is obliged to deduct any amount under Section 1 of this article, the Union must advise the School in writing of the amount of its regular dues. The amount so advised shall continue to be the

amount to be deducted until changed by further written notice to the School signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

6.6 Authorization for Deductions

An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's monthly wages or salary the amount of the regular dues payable to the Union by a member of the Union.

ARTICLE 7 - UNION RECOGNITION RIGHTS

7.1 Bargaining Unit Defined

- (a) The bargaining unit shall consist of all employees covered by the Certificate of Bargaining issued by the Labour Relations Board.
- (b) The parties recognize that referral to the legislated authority is the ultimate step to resolve a dispute and that the parties will make every attempt to freely and fully negotiate the matter of exclusions and to resolve the issues as expeditiously as possible.
- (c) Where the School seeks to exclude a position, representation shall be made to the Union in writing. Where agreement is not reached within fourteen (14) days of receipt of initial representation or such other time as may be agreed, the matter shall be submitted to the Labour Relations Board for adjudication.
- (d) Where the parties fail to agree and pending a decision by the Labour Relations Board, the position can be filled and worked. The incumbent will not be considered in the unit until determination is made by the Labour Relations Board. Established or upgraded positions in the bargaining unit shall not be excluded except by mutual agreement or a decision of the Labour Relations Board.

7.2 Bargaining Agent Recognized

The School recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on April 5, 2007 applies.

7.3 Shop Stewards

The School recognizes shop stewards selected by the Union to represent employees and agrees that shop stewards shall not be obstructed or interfered with while representing employees.

The Union agrees that its shop stewards shall conduct union business outside of instructional time except where permitted under the terms of this collective agreement.

Shop stewards may request release time from instructional duties from their immediate supervisors in order to attend to emergent situations.

7.4 Bulletin Board

The School shall provide a bulletin board in each staff room for the exclusive use of the Union.

7.5 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make or maintain a written or oral agreement with the School or its representatives which may conflict with the terms of this Agreement.

7.6 List of Shop Stewards

The Union will provide the School with a list of the employees designated as shop stewards and indicate the jurisdiction of each shop steward.

Shop stewards shall obtain the permission of their immediate supervisor before leaving their work to perform duties as a shop stewards. On resuming their normal duties, shop stewards shall notify their supervisor.

ARTICLE 8 - EMPLOYER-UNION RELATIONS

8.1 Staff Orientation

- (a) Within thirty (30) days of employment, all employees new to the School will be offered an orientation provided by the School. The orientation will acquaint new employees with the basic operation of the School.
- (b) The School agrees to provide a copy of the collective agreement to each new employee. Shop stewards will be provided with an opportunity to meet with each new employee for the purpose of acquainting the new employee with the provisions of the collective agreement. Such meeting will not interfere with the scheduled duties and responsibilities of the Shop Stewards or the new employee.
- (c) The Union will be notified in writing by the School of the hiring of new employees who are employed for a minimum of twenty (20) school days within five (5) days of their appointment.

8.2 Union Representatives

The School agrees that access to the School and temporary use of School space will be granted to external union representatives for the purpose of preparing for contract negotiations and contract administration provided that:

- (a) the excluded designated supervisor is notified in advance; and
- (b) there is no interference with the operation of the school or with the scheduled duties and responsibilities of any employee.

8.3 Use and Access to Facilities

The Union shall have access to school facilities and equipment for the purpose of communication with the membership and union business or activities providing the School bears no additional cost and providing such use shall not conflict with regular instructional and related school activities or any other scheduled event or activity at the School.

8.4 Access to Information

The School agrees to provide to the Union within a reasonable period of time, the following:

- (a) employee information including a list of employees and a list of Teachers, Tutors, and other employees on call that are available for call-out showing their names, a school staff assignment list and a substitute employment journal.

- (b) notifications of hirings, discipline, resignations, retirements, deaths, employment advertisements for teaching personnel, letters of notification of evaluation, and minutes of the Joint Consultation Committee meetings.
- (c) copies of general mailings from the School to parents or members of the School and the audited financial statements will be posted on a bulletin board in the School.

ARTICLE 9 - JOINT CONSULTATION COMMITTEE

9.1 Joint Consultation Committee Defined

In accordance with Section 53 of the *Labour Relations Code*, the parties shall form a Joint Consultation Committee which shall meet at least once every sixty (60) days or at the call of either party at a mutually agreeable time and place to discuss issues at the School that affect the parties to this collective agreement.

9.2 Composition of Committee

The Joint Consultation Committee shall be composed of representatives equal in number. The minimum size of the Consultation Committee shall be two (2) representatives from the School and two (2) representatives from the bargaining unit. The Consultation Committee may call upon additional persons for technical information or advice. The Consultation Committee may establish subcommittees or ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such committees.

9.3 Purpose of Committee

The purpose of the Consultation Committee is to promote the co-operative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

9.4 Chair of Committee

A school representative and a union representative shall alternate in presiding over meetings.

9.5 Limitations on Committee

The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the School and shall not have the power to bind either the Union or its members or the School to any decisions or conclusions reached in their discussions.

9.6 Authority to Make Recommendations

The Committee shall have the power to make recommendations to the Union and the School on the following general matters:

- (a) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties; and
- (b) correcting conditions causing grievances and misunderstanding,
- (c) reviewing the establishment, modification or elimination of job functions, job content, teaching assignments, and job descriptions;
- (d) reviewing the changes in methods, operations, organization, facilities, systems and equipment.

ARTICLE 10 - DISCRIMINATION AND HARASSMENT

The School and the Union agree that all individuals deserve to be treated with respect and dignity.

10.1 Discrimination and Harassment

- (a) The School and the Union recognize the right of employees to work in an environment free from discrimination and harassment.
- (b) The School and the Union subscribe to the principles of the *British Columbia Human Rights Code*.
- (c) The School, except where there is a bona fide occupational requirement, shall not discriminate against employees with respect to terms or conditions of employment because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, or age as defined in the *Human Rights Code*.
- (d) Discrimination and harassment relates to any of the prohibited grounds in the *Human Rights Code*. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome as determined by a reasonable person.

10.2 Sexual Harassment

- (a) For the purposes of this article, sexual harassment shall be defined as:
 - (1) any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
 - (2) any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
 - (3) an implied promise of reward for complying with a request of a sexual nature; or
 - (4) a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected;
 - (5) verbal harassment or abuse, such as sexist jokes told or carried out after having been advised that the conduct is embarrassing or offensive, and sexist jokes that are by their nature embarrassing or offensive;
 - (6) unwelcome or unnecessary remarks about a person's body, clothing or sexual activities;
 - (7) displays or distribution of pictures, posters, calendars, objects, literature or other materials that are sexually suggestive, demeaning or pornographic.
- (b) The legitimate study, display, use or distribution of topics, material or art forms of a sexual nature that are within appropriate academic norms is not considered sexual harassment.
- (c) The School and the Union agree that proven sexual harassment is a violation of an employee's rights, dignity and personal well-being. Where complaints of sexual harassment are substantiated, appropriate disciplinary action which may include a verbal warning, written warning, suspension or dismissal are supported and endorsed by the parties.

10.3 Complaint Procedure

For purposes of this article, an employee who believes that she has a complaint founded upon an allegation of discrimination or sexual harassment shall be referred to as the "*Complainant*". The person

who is alleged to have committed an act or acts of discrimination, harassment or sexual harassment shall be referred to as the "*Respondent*". The "*Respondent*" may include a School Employee, Contractor, Parent, and/or a Director. Where the Complainant and/or Respondent is an employee covered by this agreement, she may elect to be accompanied by a shop steward at any stage of this procedure.

(a) *Informal Resolution*

In all cases, the Complainant is encouraged, but not required, to discuss allegations of sexual harassment or discrimination with the alleged Respondent. If the matter is resolved to the Complainant's satisfaction through such discussion, no further steps need be taken.

Alternatively, the Complainant may request the Principal, Vice-Principal or Union Shop Steward assist with resolving a complaint through discussion or other dispute resolution strategies. If the matter is resolved to the Complainant's satisfaction through this process, the matter shall be deemed to be resolved.

(b) *Formal Resolution*

In cases where no informal resolution is achieved, or where the Complainant elects in her sole discretion not to proceed informally, the Complainant may bring a formal complaint in writing to the Principal. Alternatively, if the formal complaint names the Principal as a Respondent, then the formal complaint shall be brought in writing to the Chair of the Board of Directors.

In either case, the person to whom the formal complaint is brought shall contact an investigator to undertake a confidential investigation of the complaint. For the term of this collective agreement, the parties agree that the investigator shall be chosen from among the following persons:

Patricia Janzen	Rebecca Frame
John McConchie	Irene Holden

The investigator shall produce a written report of his or her findings of fact and his or her final and binding conclusion as to whether the complaint is well-founded. The investigator's report shall specifically advise the Principal or Chair of the Board, as the case may be, whether the findings of fact constitute a breach of this article or the provisions of the *Human Rights Code*.

Where the investigator concludes that the findings of fact constitute a breach of this article or the provisions of the *Human Rights Code*, the School shall determine appropriate consequences with due regard to the nature of the conduct.

(c) Disciplinary action taken against the Respondent pursuant to this article shall not form the basis of a grievance.

(d) Where a complaint is determined by the Investigator to be of a frivolous, vindictive, malicious or vexatious nature, the School will take appropriate action which may include discipline, up to and including termination.

(e) The clause shall not preclude an employee from filing a complaint under the *Human Rights Code*. A complaint of sexual harassment or discrimination shall be dealt with solely by this article and shall not form the basis of a grievance.

10.4 Union Activity

The School or any person acting on its behalf shall not seek by intimidation, by threat of dismissal or any other kind of threat or promise or by threat of imposition of a penalty to compel or to induce an employee to refrain from:

- (a) becoming or remaining a member or officer of the Union;
- (b) participating in any lawful activities of the Union;
- (c) exercising any right under this Agreement, the *Labour Relations Code* or other statute.

10.5 Falsely Accused Employee Assistance

Where a false accusation of child abuse or sexual misconduct, arising from an employee performing her duties and responsibilities results in an employee requiring assistance to deal with the negative effects of the allegation, the employee and a shop steward will meet with a member of the administration and together they will endeavour to establish a plan of assistance for the employee and, if requested by the employee, provision of agreed to information to parents by the School.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.1 Grievance Procedure

The School and the Union recognize that grievances may arise concerning:

- (a) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, or arbitral award, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline, suspension or significant increases to the workload of an employee bound by this Agreement.

The procedure for resolving a grievance shall be the grievance procedure in this article.

11.2 Step 1

The Union or the employee shall begin by attempting to resolve the grievance informally through discussions with the Administrator directly responsible. The request for informal resolution must be made in writing within fifteen (15) teaching days after the alleged violation, or the date when the grievor ought reasonably to have become aware of the alleged violation, whichever is later. Following receipt of such request, the parties will meet and attempt to resolve the grievance. Where the grievor is an employee, he or she may elect to be accompanied by a shop steward during any discussions held at this step.

11.3 Step 2

If the grievance is not resolved within twenty (20) teaching days of the date the request was made for informal resolution at Step 1, the Union shall present the grievance in writing to the Principal within five (5) days. The written grievance shall clearly set forth full particulars of the alleged violation, including the article(s) involved and the remedy sought. The Principal shall meet with the Union within fifteen (15) teaching days of receipt of the written grievance and shall issue a reply in writing within five (5) days of that meeting.

11.4 Step 3

If the grievance is not resolved at Step 2, the Union may forward the grievance to the Joint Consultation Committee within ten (10) teaching days following receipt of the Principal's written reply. The Joint Consultation Committee shall meet to discuss the grievance within ten (10) teaching days of receipt of such referral.

11.5 Arbitration

If the grievance is not resolved at Step 3, it may be referred to arbitration. The party wishing to refer the grievance to arbitration shall notify the other party in writing of its desire to submit the grievance to arbitration within twenty (20) teaching days after the completion of the Step 3 meeting.

11.6 Failure to Act

If the Union does not present a grievance to the next higher level within the prescribed time limits, or the School fails to address a grievance at any step within the prescribed time limits, the grievance shall be deemed to be abandoned by the Union or conceded by the School, whichever party is in violation of the time limits. However, any grievance concluded in this manner shall not be deemed to have prejudiced the position of either party on any future grievance. Any grievance concluded in this manner shall be consistent with the terms of this Agreement and if there is a dispute, the settlement shall be subject to review by an arbitrator.

11.7 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 12, the Union may inform the School of its intention to submit the dispute to arbitration within thirty (30) days. Alternatively, either party may apply for expedited arbitration pursuant to the *Labour Relations Code*.

11.8 Administrative Provisions

- (a) Notification to arbitrate may be delivered by fax or hand.
- (b) Grievances, replies and notification shall be deemed to be presented and received on the day they were delivered or faxed to the School or the Union.

11.9 Deviation from Grievance Procedure

The School agrees that, after a grievance has been initiated by the Union, the School's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.

11.10 Policy Grievance

Where either party to this Agreement disputes the general application, interpretation or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the School or the Union, as the case may be, within sixty (60) days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 12 of this Agreement.

11.11 Amending of Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing. Any request for an extension of time limits shall not be unreasonably denied by the other party.

11.12 Summer Vacation

During the summer vacation, the periods set forth in this article shall read four (4) calendar weeks instead of twenty (20) teaching days.

ARTICLE 12 - ARBITRATION

12.1 Assignment of an Arbitrator

In any case in which an arbitrator shall be required under this Agreement, a single arbitrator shall be selected by mutual agreement of the parties. In the event that the parties are unable to agree on an arbitrator, the Collective Agreement Arbitration Bureau shall be requested to select the arbitrator.

12.2 Arbitration Procedure

The arbitrator may determine his or her own procedure in accordance with the *Labour Relations Code* and shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of the conclusion of the hearing.

12.3 Arbitration Expenses

The expenses of the arbitrator and of the place of hearing shall be borne in equal shares by the Union and the School.

12.4 Witness Fees and Allowances

Witness fees and allowances shall be paid by the party calling or appointing such witnesses.

12.5 Decision of the Arbitrator

No costs of arbitration shall be awarded to or against either party. The arbitrator shall deliver his/her award in writing to each of the parties. Such award shall be binding on the parties but in no event shall the arbitrator have the power to alter, modify or amend this Agreement in any respect.

12.6 Expedited Arbitration

By mutual agreement, the parties may submit the dispute to an expedited arbitration process as mutually agreed by the parties.

12.7 Alternate Grievance Resolution Procedure

- (a) The parties may mutually agree to the following procedure as an alternative to submitting matters of dispute to the formal arbitration procedure or an expedited arbitration procedure.
- (b) If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, John Kinzie or Chris Sullivan or a substitute agreed to by the parties, shall at the request of either party:
 - (1) investigate the difference;
 - (2) define the issue in the difference; and
 - (3) make written recommendations to resolve the difference

within thirty (30) days of the date of receipt of the request; and, for that thirty (30) day period, time does not run in respect of the grievance procedure.

- (c) The parties agree that these hearings shall be conducted on a without prejudice basis and that the written recommendations of the third party shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(d) Should a dispute not be resolved through the above procedure, either party may submit the matter to arbitration.

ARTICLE 13 - DISCIPLINE, SUSPENSION AND DISMISSAL

13.1 Discipline, Suspension or Dismissal

The School shall not discipline, suspend or dismiss an employee except for just and reasonable cause.

13.2 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the School.

13.3 Notice of Suspension or Dismissal

Notice of suspension or dismissal shall be in writing and shall set forth the reasons.

13.4 Right to have Shop Steward Present

An employee shall have the right to have her shop steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where the School intends to interview an employee for disciplinary purposes, the School shall ensure that the employee is notified in advance of the purpose of the interview in order that the employee may contact her shop steward unless the safety or welfare of students is at risk.

13.5 Right to Grieve Disciplinary Action

In the event of any disciplinary measure being taken against an employee, the employee may follow the grievance procedure set forth in Article 11 of this Agreement.

13.6 Employees on Probation

This article does not apply to employees on probation.

ARTICLE 14 - CONFIDENTIALITY OF STUDENT INFORMATION

14.1 Student Information

Employees shall treat all information concerning students as confidential and shall collect, use and disclose such information only for purposes authorized by the School.

14.2 Disclosure of Student Information

Notwithstanding the provisions of Article 14.1, unless otherwise required by operation of law or court order, student information shall not be disclosed to third parties or outside agencies by employees unless such disclosure is first authorized by the Principal or Vice-Principal.

14.3 Teacher's Responsibility to Report

This article does not modify or derogate from a teacher's responsibility to report regularly and to provide information as requested to parents/guardians of a student.

ARTICLE 15 - EVALUATION

15.1 Purpose of Evaluation

Evaluation of the performance of employees is conducted in order to achieve the following goals:

- (a) To promote and maintain the highest professional standards and to commend strong performance;
- (b) To foster professional growth, share expertise, and assess employee effectiveness;
- (c) To provide suggestions and strategies for improving skills and promoting professional growth and, when needed, to assist and support the employees in meeting the School's standards of performance as identified in Articles 15.4 and 15.5
- (d) To assist in assessing employee competency.

15.2 Methods of Evaluation

The School recognizes that where employment decisions may be affected by the outcome of an evaluation process, a fair and formal process as set out in Article 15.7 must be followed. It further recognizes that the process to assist and encourage professional growth by employees as referred to in Article 16.1 does not form part of such formal process.

15.3 Frequency of Formal Evaluations

After completion of the probationary period, a continuing contract employee shall be evaluated:

- (a) during the third (3) year following successful completion of the probationary period;
- (b) every three (3) years thereafter;
- (c) at the request of the employee; and
- (d) at the initiative of the Principal.

An evaluation may be delayed or cancelled by mutual agreement of the employee and the evaluator.

15.4 Criteria for Teachers

Criteria for evaluation shall be:

- (a) *Knowledge of Specific Learning Disabilities*
 - (1) demonstrates an appropriate depth of knowledge for teaching students with specific learning disabilities, including Orton-Gillingham methodologies and the School Program;
 - (2) is aware of appropriate developments, research and trends in the specific learning disabilities field including Orton-Gillingham methodologies and the School Program;
 - (3) works at insuring his/her knowledge of recent developments in student education in his/her field.
- (b) *Understanding of Student Needs*
 - (1) seeks knowledge of the social, emotional, intellectual, cultural and physical characteristics of students with the objective of furthering their educational growth
 - (2) adapts and modifies instruction to suit the diverse learning styles of students
 - (3) works to develop skills and stimulate thought through student centred experiences and activities, with due consideration for individual differences including Orton-Gillingham methodologies and the School Program;

- (4) fosters a climate of mutual respect between employees and students.
- (c) *Preparation and Planning*
- (1) plans with definite purposes and clear objectives in mind, including, where appropriate, Orton-Gillingham methodologies and the School Program;
 - (2) develops long term, short term, and daily objectives which provide a variety of learning experiences;
 - (3) plans for individual differences;
 - (4) utilizes appropriate material and personnel resources;
 - (5) creates a physical setting that contributes to learning;
 - (6) provides plans and clear direction for Teachers On Call;
 - (7) provides general supervision to students' tutors coordinated with individual student needs and classroom instruction as set out in Article 4.5;
 - (8) is responsible for preparation and implementation of the collaborative IEP
- (d) *Instructional Skills*
- (1) uses a variety of instructional techniques and modalities that are suitable to the age, needs, readiness and abilities of students and the subject matter being taught including Orton-Gillingham methodologies and the School Program;
 - (2) motivates students to achieve their potential;
 - (3) uses various resources to promote questioning, reflection, speculation, and creativity;
 - (4) uses relevant classroom displays and displays of student work to promote learning;
 - (5) presents skills and content clearly and cogently;
 - (6) asks questions which promote a higher order of thinking skills;
 - (7) monitors individual understanding effectively;
 - (8) creates assignments which utilize, reinforce or expand upon the content of the lesson;
 - (9) communicates lesson purposes and objectives to the students effectively.
- (e) *Classroom Management*
- (1) practices classroom management suitable to the growth and development of the student;
 - (2) encourages students to assume responsibility for their own actions, to practice self-discipline, and to develop positive self-concept;
 - (3) establishes consistent routines and clear expectations for student conduct appropriate to the activity;
 - (4) maintains an environment conducive to learning.
 - (5) reinforces the school code of conduct through positive behaviour support

(f) *Student Achievement and Evaluation*

- (1) establishes appropriate procedures for assessing, recording and reporting student performance to parents;
- (2) interprets and utilizes the results of student performance assessments to plan for future instruction;
- (3) maintains appropriate, accurate records of student achievement, attendance and other necessary data.

(g) *Professional Responsibilities*

- (1) participates in the development and implementation of the philosophy and practices of the School and works in co-operative ways with colleagues to promote the welfare of students;
- (2) participates in the establishment and maintenance of an atmosphere of collegial support;
- (3) models and encourages honest and open communication in and out of the classroom in a constructive manner;
- (4) participates actively with colleagues and the School's leadership to work toward solutions in the design and implementation of curriculum within the context of the School's overall program;
- (5) seeks to communicate with and involve parents in their child's educational process;
- (6) co-operates with colleagues and associated personnel in utilizing existing educational services and resources for the benefit of the students;
- (7) reviews at appropriate times, with colleagues, students and their parents the practices employed in discharging professional responsibility;
- (8) participates in activities outside the classroom in a manner consistent with the responsibilities of a professional educator.

15.5 Criteria for Tutors

Criteria for evaluation of tutors shall be:

(a) *Knowledge of Learning Disabilities and the Kenneth Gordon program*

- (1) demonstrates an appropriate depth of knowledge for teaching students with specific learning disabilities, including Orton-Gillingham methodologies and the School Program;
- (2) is aware of appropriate developments, research and trends in the learning disabilities field;
- (3) works at keeping knowledge and recent developments current in her field and students' education.

(b) *Understanding of Student Needs*

- (1) seeks knowledge of the social, emotional, intellectual, cultural and physical characteristics of students with the objective of furthering their educational growth;
- (2) adapts and modifies as needed instruction to suit the diverse learning styles of students;
- (3) works to develop skills and stimulate thought through student centred experiences and activities, with due consideration for individual differences;

- (4) fosters a climate of mutual respect between the tutor and students.
- (c) *Preparation and Planning*
- (1) co-ordinates tutoring instruction with each student's teacher;
 - (2) prepares a monthly preview based on the teacher's monthly/term classroom objectives and the collaborative IEP including Orton-Gillingham methodologies and the School Program;
 - (3) plans with definite purposes and clear objectives in mind;
 - (4) develops long term, short term, and daily objectives which provide a variety of learning experiences through the collaborative IEP;
 - (5) plans for individual differences;
 - (6) utilizes appropriate materials;
 - (7) creates a physical setting that contributes to learning;
 - (8) provides plans and clear direction for Tutors On Call.
- (d) *Instructional Skills*
- (1) uses a variety of instructional techniques and modalities that are suitable to the age, needs, readiness and abilities of students and the content being taught including Orton-Gillingham methodologies and the School Program;
 - (2) motivates students to achieve their potential;
 - (3) displays student work to promote learning;
 - (4) presents skills and content clearly and cogently;
 - (5) asks questions which promote a higher order of thinking skills;
 - (6) monitors individual understanding effectively;
 - (7) communicates lesson purposes and objectives to the students effectively.
- (e) *Student Management*
- (1) practices management skills suitable to the growth and development of the student;
 - (2) encourages students to assume responsibility for their own actions, to practice self-discipline, and to develop positive self-concept;
 - (3) establishes consistent routines and clear expectations for student conduct appropriate to the activity;
 - (4) maintains an environment conducive to learning.
- (f) *Student Achievement*
- (1) follows appropriate procedures for assessing, recording and reporting student performance to the classroom teacher;
 - (2) interprets and utilizes the results of student performance assessments to plan for future instruction;
 - (3) maintains appropriate, accurate records of student achievement and other necessary data.

(g) *Professional Responsibilities*

- (1) participates in the development and implementation of the philosophy and practices of the School and works in co-operative ways with colleagues to promote the welfare of students;
- (2) participates in the establishment and maintenance of an atmosphere of collegial support;
- (3) models and encourages honest and open communication in and out of the classroom in a constructive manner;
- (4) participates actively with colleagues and the School's leadership to work toward solutions in the design and implementation of curriculum within the context of the School's overall program;
- (5) co-operates with colleagues and associated personnel in utilizing existing educational services and resources for the benefit of the students;
- (6) reviews at appropriate times, with teachers and parents the practices employed in discharging professional responsibility;
- (7) participates in activities outside the classroom in a manner consistent with the responsibilities of a professional educator.

15.6 Procedure/Process

- (a) Evaluation reports of employees shall be prepared by the Principal with input, as appropriate from the Vice-Principal and, if requested by the Principal, from the Head Tutor. Other employees should not be involved in evaluation reports unless agreed to by the person being evaluated.
- (b) Where an evaluator does not possess necessary qualifications in a particular discipline that is relevant to the subject matter of the evaluation, the evaluator with the agreement of the employee may seek additional input into the evaluation process from a person agreed to by both parties who possesses the necessary qualifications.
- (c) Employees shall be notified at least ten (10) school days prior to the commencing of classroom observations that an evaluation is to be conducted.
- (d) The observation period may not commence prior to September 30th in any one school year. Formal observations must be completed no later than May 31st. In extenuating circumstances it is agreed that an evaluation that has been commenced in a previous school year may be continued and concluded at any time in the next school year. For the purposes of Article 15.3(b), the reference to three years shall be a reference to three (3) years from the school year in which the evaluation is completed.
- (e) The employee shall meet with the evaluator in a pre-observation conference before classroom observations begin to collaborate on the following:
 - (i) the criteria of evaluation;
 - (ii) the classroom observation process;
 - (iii) the data gathering sharing process; and
 - (iv) the expected time line of the process.
- (f) Subsequent pre-observation conferences shall be held prior to each formal classroom observation if requested by the employee. These conferences may be combined with the post-observation conferences.
- (g) A post-observation conference shall be held at an appropriate time as soon as practicable after each formal classroom observation. During this conference the observations from the classroom visit

shall be reviewed and discussed with the objective of identifying specific strengths to be maintained and/or areas that need improvement.

- (h) Data related to the stated criteria shall be gathered and analyzed by the evaluator through a number of formal and informal classroom observations.
- (i) Each report shall be based on not less than three (3) formal classroom observations.
- (j) Data shall be collected over a reasonable period of time allowing an opportunity for the employee to incorporate suggestions for improvement.
- (k) At least one (1) of the formal visits shall be at a time mutually agreed upon between the employee and the evaluator.
- (l) Where applicable, formal classroom observations should cover a representative sample of subjects, classes and grade levels.

15.7 Evaluation Report

- (a) A draft report shall be written, presented and discussed with the employee at least three (3) school days prior to the preparation of the final report. The employee shall have the opportunity to suggest amendments to the report.
- (b) Evaluation reports shall be prepared by the evaluator based on all relevant information.
- (c) Specific strengths, weaknesses and recommendations for improvement will be included in the report. Where an evaluation reflects needs for improvement the evaluator shall prepare a statement for the employee which suggests specific remedial steps, actions or changes that address the problem(s) identified by the evaluator. The employee must indicate in writing a response to the statement from the evaluator.
- (d) The employee upon receiving an evaluation report is required to sign the evaluation report to acknowledge receipt of the report. The employee, by signing, is not agreeing to its contents. If the employee believes that the evaluation report does not accurately or fully reflect her performance, the employee may provide a response within thirty (30) days of receipt of the report which shall be attached to the report. Acknowledging receipt of the report and providing a response that is attached to the report shall not preclude the employee from initiating a grievance pursuant to Article 11.
- (e) One (1) copy of the final report shall be given to the employee at the time of filing, one (1) copy shall be retained by the evaluator, and one (1) copy placed in the employee's personnel file.

15.8 Supervision

It is recognized that the Administration of the School shall, except as limited by this Agreement, continue to exercise their normal discretion in supervising and advising regarding instruction in the School.

15.9 Procedures When a Report is Less Than Satisfactory

- (a) When an evaluation report concludes that performance is less than satisfactory, at the request of the employee, the Union shall have the right to meet with the evaluator and to recommend remedial action in a peer collaboration or other growth process. Individuals used in a peer collaboration process shall not be called upon by either party as witnesses in any resulting arbitration.
- (b) Where an employee receives a less than satisfactory report, the employee may request one (1) year unpaid leave of absence for the purpose of taking a program of professional or academic instruction aimed at correcting the identified deficiencies. Such request shall not be unreasonably denied.

15.10 Dismissal For Less Than Satisfactory Performance

- (a) The test of just and reasonable cause for dismissal shall be a test of suitability of the employee for continued employment to the position appointed.
- (b) If the School intends to dismiss an employee pursuant to this article, the employee and the appropriate Union representative will be provided with written notification prior to such action.
- (c) The decision to dismiss an employee for less than satisfactory performance will be based on a minimum of three (3) less than satisfactory reports prepared in accordance with this article. The reports shall be prepared by at least two (2) different evaluators.
- (d) Where an employee is dismissed pursuant to this article, any salary that has accrued and is scheduled to be paid during the following summer vacation period will be paid to the employee.
- (e) Disputes resulting from dismissal under this article shall be subject to Step 3 of the grievance procedure.
- (f) If the matter is not resolved at Step 3, the dispute may be referred to arbitration under Article 12 of this Agreement. In the event that the arbitrator determines that the evaluation was not conducted honestly and in good faith, the arbitrator may grant as a remedy in substitution for reinstatement to the employee a severance amount based on applicable judicial guidelines.

ARTICLE 16 - PROFESSIONAL GROWTH

Evaluators and employees are responsible for giving and receiving information in a constructive spirit which acknowledges and assists improvement in all areas including areas of identified weakness. Recognizing that continual improvement of instruction is a major goal of the School, the parties commit themselves to an ongoing supervision, assessment and growth program which incorporates active involvement and reflecting self-assessment on the part of the employee. This program is intended to be developmental, providing for professional growth within a co-operative, supportive environment.

In this context employees are strongly encouraged to participate in the following:

- (a) Peer collaboration or collegial coaching.
- (b) Development of a professional growth plan in consultation with the Principal.
- (c) Development of goals and objectives for each school year in consultation with the Principal.
- (d) Where necessary, each participating employee, on an annual basis shall be provided with an equivalent of one-half day release time to participate in professional growth activities outlined in this article.

ARTICLE 17 - PERSONNEL FILES**17.1 Personnel File**

There shall be only one (1) personnel file for each employee maintained in the School office.

17.2 Access to Personnel File

After receiving a request from an employee, the Principal shall grant access to that employee's file by appointment.

17.3 Viewing Personnel File

A member of the Administration shall be present when an employee views her file and the employee may be accompanied by an individual of her choosing.

17.4 Right to Grieve

The School agrees that only material relevant to the employment and performance of the employee or substantiated critical material shall be maintained in personnel files. In the event that the employee believes that any material in the files does not meet these criteria and the appropriate Administration official does not agree to the removal of the specified material, the employee may file a grievance pursuant to Article 11 of this Agreement.

17.5 Adverse Reports or Reprimands

Where material critical of the employee, or in the nature of a reprimand, is placed in the file:

- (a) the employee shall be informed and receive a copy;
- (b) the employee may elect to attach an addendum to the material;
- (c) provided there is no further documentation of discipline, upon the request of an employee, material critical of the employee or in the nature of a reprimand shall be removed from the file twelve (12) months after the filing unless the documentation is related to performance evaluation, a criminal offence, or gross misconduct.

17.6 Use of Personnel Files at Arbitration

No material from an employee's file shall be used as evidence in cases of discipline unless the employee was notified by the School of the material in writing and, in turn, acknowledged in writing by the employee, at the time that it was placed in the file.

ARTICLE 18 - SENIORITY

18.1 Definition

- (a) In this Agreement, "*seniority*" shall mean the length of continuous service as a regular or continuing employee of the School. For the purposes of calculating length of service, part-time service shall be reduced to its full-time equivalent (F.T.E.).

Upon successful completion of probation, an employee's seniority shall be established from the date upon which probation commenced.

- (b) Seniority shall continue to accrue in the following circumstances:
 - (1) approved exchange program;
 - (2) approved educational leave;
 - (3) jury duty;
 - (4) Union leave;
 - (5) pregnancy and parental leave;
 - (6) secondment.

18.2 Seniority List

- (a) The School shall maintain a Staff seniority list. The seniority list shall show the date each employee commenced employment with the School, and their classification(s). The up-to-date seniority list shall be sent to the Union on an annual basis.
- (b) Errors in the seniority lists must be brought to the attention of the Principal within thirty (30) calendar days of receipt of the list by the Union.
- (c) Corrections shall be effective as of the date of notification and shall be included in the next publication of the seniority lists.

18.3 Loss of Seniority

- (a) A regular or continuing employee on leave of absence without pay shall not accrue seniority for leave periods over thirty (30) calendar days.
- (b) Seniority shall be lost in the following situations:
 - (1) dismissal for just cause;
 - (2) voluntary termination of employment or abandonment of position by the employee.

18.4 Re-employment

An employee who is re-employed by the School as a regular or continuing employee within sixty (60) days of resignation shall retain any seniority previously accrued.

18.5 Seniority Tie Breaker

The School and the Union agree that where there is a tie in seniority between two (2) or more employees, a determination of seniority shall be made in the following manner:

- (a) Where two (2) or more employees have the same date of commencement of employment, their order of seniority will be determined by the time and date of receipt of their acceptance of an appointment.
- (b) Where a seniority tie is not resolved by (a) above, a game of chance shall be administered jointly by the Shop Steward and the Principal.

ARTICLE 19 - STAFF CHANGES AND POSTINGS

19.1 Postings

- (a) When a regular vacancy occurs which the School intends to fill, or a new position is created within the bargaining unit the School shall notify the Union in writing and post notice of the position on the Staff Bulletin Board(s) for the School for a minimum of seven (7) days. External advertisements may occur at the same time.
- (b) Such notice shall contain the following information: nature of position, qualifications, experience, required knowledge and education, skills, wage or salary rate or range.
- (c) All job postings shall state "*this position is open to male and female applicants*", except in those situations where gender is a bone fide occupational requirement.

19.2 Appointment

All appointments shall be based on merit. The factors used to determine merit shall be education, skills, knowledge, experience, years of continuous employment, and any other matters that are necessary or

desirable, having regard to the nature of the duties to be performed and consistent with the position description requirements.

19.3 Notification

Unsuccessful applicants from the bargaining unit to posted positions will be notified of the name of the successful applicant. Upon request, the unsuccessful applicants shall be advised verbally of the reasons she was unsuccessful and, upon further request, the reasons will be given in writing.

19.4 Promotions

An employee who is promoted to or currently holds an existing supervisory position outside the bargaining unit shall retain the right to return to a teaching position within the bargaining unit notwithstanding any provision of this article.

ARTICLE 20 - PROBATION

20.1 Probation Period Defined

An employee in other than a Temporary Contract, Teacher On-Call or Tutor On-Call position will be on probation during the first twelve (12) months of employment.

20.2 Extension of Probationary Period

The probationary period shall be extended by the length of any periods of approved leave, including, but not limited to, pregnancy and/or parental leave.

20.3 Notice of Unsuitability

If, in the opinion of the School;

- (a) any aspect of the probationary employee's conduct is inconsistent with the duties and responsibilities set out in this collective agreement and/or the employee's job description;
- (b) any aspect of the learning situation provided by the probationary employee is less than satisfactory; or
- (c) the probationary employee is in any way unsuitable for continued employment by the School

the probationary employee shall be advised in writing on or before the first day of the eighth (8) month of active employment.

20.4 Rejection on Probation

The School may reject any probationary employee for just cause. The standard of just cause for rejection of a probationary employee shall be that of suitability for continued employment in the position to which the probationary employee has been appointed as determined by and in the sole discretion of the School. A rejection during the probationary period shall not be considered or deemed to be a dismissal for purposes of Article 13.

20.5 Right to Grieve

If a probationary employee has been rejected pursuant to Article 20.4, the employee may appeal the decision through the grievance procedure set out in Article 11 of this Agreement. If the matter is not resolved and is referred to arbitration, the sole issue to be determined by the arbitrator shall be whether

the School's decision to reject the probationary employee was arbitrary, discriminatory or made in bad faith.

20.6 Successful Completion of Probationary Period

Employees who are retained in employment following the expiry of the probationary period are considered to be employed pursuant to a continuing contract.

20.7 Reduced Probationary Period

Any person offered a continuing contract after completion of two (2) or more consecutive full-time, year-long Temporary Contracts in a comparable position shall have the probationary period reduced from twelve (12) months to six (6) months.

ARTICLE 21 - LAYOFF

21.1 Cause

In the event of the need to layoff employee(s) as a result of a decrease in the amount of work to be done for reasons including decreased student enrolment, program redundancy or program elimination, reduction or change, a change in the organisational structure of the School, or the amount of available operating funds, the School shall give the employee(s) affected written notice, including the reason and the specialization in which the layoff is to take place, and shall advise the Union in writing of the employee(s), number of employee(s), reason, and specialization(s) in which the layoff is to take place.

21.2 Pre-Layoff Canvass

(a) Where the School identifies to the Union a need to proceed with a layoff of employees pursuant to Article 21.1, the School shall, prior to issuing a layoff notice to any employee under Article 21, canvass any employee or group of employees within the area identified for reduction in order to invite on a voluntary basis:

- (1) Placement of an employee(s) into a vacant position(s); or
- (2) Resignation of an employee(s) with severance pursuant to Article 21.3.

(b) Where an employee(s) selects an option or accepts an offer of placement, which shall be confirmed in writing by the School, such acceptance is final and binding on the employee.

(c) Responses from employees to the Pre-Layoff Canvass will only be received by the School for consideration if submitted within ten (10) days of issuance of a written notice of the Pre-Layoff Canvass to the Union and to the employee or group of employees within the area identified for reduction.

(d) Where the number of employees choosing to exercise their options under this provision exceeds the number of positions to be reduced, the determination shall be by the School based on the needs of the School and the merit of the employees.

21.3 Severance

(a) A regular employee may opt to receive severance pay on the date the layoff was scheduled to occur, in which case the employee shall be deemed to have resigned and shall forfeit all seniority and right to recall.

(b) A regular employee with less than one (1) year's service seniority who has elected severance pay pursuant to this article shall be entitled to severance pay in an amount equal to two (2) weeks' straight-time pay.

(c) In the event of a layoff, a regular employee with one (1) or more year's service seniority who opts for severance pay shall receive two (2) weeks' current straight-time pay for each completed year of service to a maximum of fourteen (14) weeks.

21.4 Determination of Layoff

The order of layoff will be in the reverse order of seniority provided that the remaining employees have the necessary specialization or merit as referred to in Article 19.2 to fill the remaining positions.

21.5 Notice of Layoff

The School shall give each employee it intends to layoff pursuant to this article sixty (60) days notice in writing prior to the effective date of the layoff or make a payment equivalent to the employee's salary for the number of days the actual notice is less than sixty (60) days in lieu of the full sixty (60) days notice. Such notice shall state the reason for the layoff. The School shall concurrently forward a copy of such notice to the Union.

21.6 Recall

(a) Regular employees on layoff shall retain recall rights commencing with the date of layoff for a period of one (1) year.

(b) In the event an employee performs on-call work during his/her period of layoff, the on-call time worked will be added to the one (1) year period of recall eligibility specified in Article 21.6.9(a).

(c) Recall shall be in order of service seniority, regular employees preceding on-call employees, providing the regular employee has the necessary qualifications, ability and experience to fill the position and the recall would not constitute a promotion.

(d) In the event the employee is recalled to his former position or to a position at the same pay level as his former position, the employee, at the time of recall, will be placed at the same step in the pay level that he was in at the time of layoff.

(e) An employee's right to recall under this article is lost if the employee refuses to accept two (2) positions, for which the employee possesses the necessary merit as defined in Article 19.2 to perform the work, offered in writing by the School or twenty-four (24) months elapse from the date of layoff notice and the employee has not been re-engaged.

(f) When a position becomes available, the School shall send out a notice of the vacancy to all employees on the recall list. The employee who possesses the necessary merit and who is senior on the recall list shall be offered the position.

(g) An employee who is offered recall shall inform the School whether or not the offer is accepted within three (3) working days of the receipt of such offer. If the employee declines the offer, the position shall be offered to the employee who has the next greatest seniority and who possesses the necessary merit.

ARTICLE 22 - VACATION PAY

Hourly employees shall receive an additional four percent (4%) of gross monthly wages during their first five (5) years of employment as vacation pay. With the start of the sixth year of employment, and each year thereafter, hourly employees shall receive an additional six percent (6%) of gross monthly wages.

ARTICLE 23 - STATUTORY HOLIDAYS**23.1 Application**

This article shall apply to hourly employees only.

23.2 Statutory Holidays Defined

The following have been designated as statutory holidays:

New Years Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day

23.3 Holiday Falling on a Normal Working Day

Employees shall be granted a day off with pay for statutory holidays that fall on normal working days within the period of their employment.

23.4 Holiday Falling on a Day of Rest

When a statutory holiday falls on a non-working day for an employee, the School shall give the employee a working day off with pay.

23.5 Other Statutory Holidays

Statutory holidays are the statutory holidays as provided for in Article 23.2 and any other statutory holiday as may be declared by the municipal, provincial or federal government and which results in the closure of the School.

23.6 Holiday Coinciding with a Day of Vacation

When an employee is on vacation and a statutory holiday falls within that period, the statutory holiday shall not count as a day of vacation.

ARTICLE 24 - OVERTIME**24.1 Application**

This article shall apply to hourly employees only.

24.2 Overtime Defined

Work done in excess of the regular hours of the employee shall be paid as:

- (a) time and one-half (1½) the regular rate for hours worked on a regular workday over six (6) hours in a day, or over thirty (30) hours in a week.
- (b) Double-time (2x) the regular rate for hours worked over eight (8) hours in a day or forty (40) hours in a week.
- (c) The Head Tutor will be paid overtime at time and one-half the regular rate for hours worked on a regular workday over eight (8) hours in a day, or over forty (40) hours in a week or double-time the regular rate for hours worked over twelve (12) hours in a day or fifty (50) hours in a week.

24.3 Overtime Bank

At the employee's option, the overtime worked may be credited to an overtime bank. At a mutually agreed time the School will grant time off at the appropriate overtime rate in lieu of overtime pay within six (6) months after the overtime was earned.

24.4 Authorization for Overtime

Any overtime worked must be authorized in advance in writing by the School.

24.5 Recording of Overtime

Overtime worked shall be recorded by the employee as required by the School.

24.6 Meal Allowance on Overtime

When an employee is required to work a minimum of four (4) hours overtime immediately before or after completion of the employee's scheduled daily hours, the employee shall be provided with a meal or shall be reimbursed in the amount of ten dollars (\$10.00) and a meal break of twenty (20) minutes with pay will be given.

24.7 Right to Refuse Overtime

Employees shall have the right to refuse to work overtime except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.

24.8 Attendance at Staff Meetings

Notwithstanding any other provision of this article, where an employee is requested by the School to attend a staff meeting, time spent at the staff meeting shall be compensated at straight-time rates to a maximum of sixteen (16) hours per calendar year. It is understood that the straight-time rates will only apply to the first two (2) hours spent at any one (1) meeting, and to a total of eight (8) meetings per year, after which the applicable overtime rates shall apply.

24.9 Outdoor Supervision

Employees required to provide outdoor supervision before school, after school, or during the lunch period shall be paid at the SEA rate. Time spent providing this supervision will not be considered overtime.

24.10 Doubling

"*Doubling*" occurs when a Tutor is required to tutor more than one (1) student at a time.

- (a) The School shall make every reasonable effort to ensure that doubling will not occur.
- (b) A Tutor who is required by the School to double shall be paid at time and one-half (1½x) on the third and subsequent instances that the Tutor is required to double in a calendar month.

ARTICLE 25 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

25.1 Pregnancy Leave

- (a) Upon request, a pregnant employee will be granted unpaid leave for a period of not more than seventeen (17) consecutive weeks. Such employee shall also be entitled to parental leave pursuant to Article 24.4.

- (b) The period of pregnancy leave shall commence on a date determined by the employee, but no sooner than eleven (11) weeks prior to the estimated birth date, and ending no earlier than six (6) weeks after the actual birth date.
- (c) The request to take pregnancy leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave, and include the probable birth date.
- (d) An employee on commencement of pregnancy leave shall provide the School with her return to work date.
- (e) The period of pregnancy leave shall abut any period of parental leave taken under the provisions of Article 24.4.
- (f) Pregnancy leave shall be extended for up to an additional six (6) consecutive weeks or such longer period that ends at a natural break in the school year, for illness of the new-born child(ren) where a doctor's certificate is presented, or for reasons related to the birth or the termination of the pregnancy.
- (g) An employee who qualifies for health benefits pursuant to other provisions of this Agreement may claim such benefits for any period of time prior to commencement of or following the completion of pregnancy leave.

25.2 Early Return and Emergency Situations

- (a) In the case of an incomplete pregnancy, death of a child or other special situations, an employee may return to duty earlier than provided in the agreed-upon leave provided that a minimum of two (2) weeks written notice is given to the School.
- (b) The employee intending to make an early return to duty will submit a written application together with a medical certificate stating that the employee is fit to return to work.

25.3 Parental Leave/Adoption Leave

- (a) An employee who requests parental/adoption leave shall be entitled to:
 - (1) for a birth mother immediately after the end of the pregnancy leave up to fifteen (15) consecutive weeks of unpaid leave beginning after the end of the pregnancy leave unless the employee and the School agree otherwise,
 - (2) for a birth mother who does not take pregnancy leave in relation to the birth of the child with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event,
 - (3) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
 - (4) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
 - (5) for an adoptive/parental leave, the School shall pay seventy-five percent (75%) of their current salary for the first two (2) weeks of leave and where the employee is eligible to receive EI benefits, the difference between seventy-five percent (75%) of their current salary and the amount of EI benefits received by the employee for a further fifteen (15) weeks. The above payments shall occur between the Tuesday after Labour Day and the last school day in each school year.
- (b) Where both parents are employees of the School, the employees shall determine the apportionment of parental leave between them subject to the agreement of the School. The total parental leave when shared between both parents shall not exceed fifty-two (52) weeks.

(c) The request to take parental leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave, and be accompanied by:

- (1) a certificate of a medical practitioner or other evidence stating the date of birth of the child(ren) or the probable date of birth of the child(ren); or
- (2) a letter from the agency placing the child(ren) providing evidence of adoption of the child(ren).

25.4 Annual Leave

The services of an employee who is on a pregnancy, adoption or parental leave are deemed continuous for the purposes of calculating annual vacation entitlement and any pension, medical or other plan beneficial to the employee.

25.5 Rights on Return to Work

On return to work from pregnancy, adoption or parental leave, an employee shall be placed either in the position the employee held before taking the leave or in a comparable position.

ARTICLE 26 - LEAVES

26.1 Request for Leave

- (a) All requests for leave shall be in writing.
- (b) If there are emergent or extenuating circumstances which prevent a written request prior to the leave being taken an explanation in writing must be provided after the fact.
- (c) The School reserves the right to refuse to grant any leave requested pursuant to this article provided such refusal is not arbitrary, discriminatory, or in bad faith except those leaves designated as "*The School Shall.*"

26.2 Job Share

A job share arrangement may be approved by the School in consultation with the Union on such terms and conditions as may be mutually agreed upon in writing.

26.3 Bereavement Leave

- (a) In the event that an employee suffers bereavement in his/her immediate family, he/she shall be granted up to three (3) consecutive days which may include teaching and non teaching days leave of absence with pay to make preparations for and/or attend the funeral. An employee may request up to an additional two (2) consecutive days of leave with pay, normally based on travel consideration, with the approval of the Principal. Immediate family is defined as: spouse or equivalent, child, parents, parent-in-law and siblings.
- (b) In the event that an employee suffers bereavement in his/her immediate relatives (grandparents, grandparents-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt and uncle) he/she shall be granted leave of absence up to a maximum of three (3) consecutive days which may include teaching and non teaching days inclusive of travel time. The leave will be granted at the cost of a On Call employee.

26.4 Leave at Cost of an On Call Employee

(a) Leave may be granted at the cost of an On Call employee to a maximum of five (5) workdays in any one (1) school year for any of the following purposes:

- (1) critical illness or hospitalization of an immediate family member as defined in Article 26.3(a);
- (2) family illness when no one at the employee's home other than the employee can provide for the needs of the ill child;
- (3) writing examinations for courses approved by the School;
- (4) birth of child, adoption or legal guardianship;
- (5) award or certification ceremony when employee, spouse or child is to be honoured.

26.5 Jury Duty

An employee who is subpoenaed for jury duty shall continue to receive full pay for the first two (2) weeks of absence only. The employee will sign over to the School any funds received during the first two (2) weeks for the jury duty.

26.6 Family Responsibility Leave

Leave shall be granted at the cost of an On Call employee to a maximum of three (3) workdays in any one (1) school year and without pay for a maximum of two (2) workdays in any one school year for the purposes of meeting responsibilities related to the care, or help or education of a child in the employee's care or the care or help of any other member of the employee's immediate family.

26.7 Leave Without Pay

Leave may be granted without pay for good and sufficient reason.

26.8 Deferred Salary Leave

Deferred salary leave for up to two (2) employees per school year shall be granted.

26.9 Workers' Compensation Board Leave

An employee who qualifies for Workers' Compensation Board payments shall not be entitled to claim sick leave for such period of qualification.

During the period of absence the School shall continue to pay its share of dental, medical services plan, extended health benefit and group life insurance premiums.

26.10 Time Off for Negotiations

Leave shall be granted, subject to operational requirements of the School, for three (3) employees who are appointed members of the Union's bargaining committee to carry on negotiations with the School. To facilitate the administration of this article when leave is granted, the leave shall be given with basic pay and the Union shall reimburse the School for the On Call employee costs.

The Union shall provide the School with reasonable notice prior to the commencement of leave under this article. The School shall grant a request for Union leave provided that the needs of the students in the School are not adversely affected by the leave.

26.11 Full-Time Union Leave

The School shall grant, on written request, leave of absence without pay for employees selected for, or elected to, a full-time position with the Union or any body to which the Union is affiliated for a period of two (2) years.

On return to work from Union leave, an employee shall be placed either in the position the employee held before taking the leave or in a comparable position.

26.12 Educational Leave

The School supports the concept of leave for the purposes of advanced or special training which will be of benefit to the employee and the School, and in certain cases for programs of independent study and/or research where criteria for evaluating the employee's performance on such leave can be established. Such leave shall be without pay.

Educational leave granted by the School to regular employees requesting such leave shall be in accordance with the following provisions:

- (1) The duration of educational leave granted to regular employees to take advanced or special training which will be of benefit to the employee and the School may be for varying periods from two (2) weeks up to one (1) year, which may be renewed by mutual agreement.
- (2) In certain cases, educational leave may be approved for programs of independent study and/or research when the criteria for evaluating the employee's performance on such leave can be clearly established and can be shown to be of significant benefit to the employee and the School.
- (3) Applications for educational leave of three (3) weeks or more in duration shall be submitted by the employee at least five (5) months prior to the starting date requested for the leave (except in emergency situations).
- (4) The applicant shall be advised of the School's decision within two (2) months from the date of the original application. If the application is denied, the applicant shall be given the reasons in writing.
- (5) If an employee wishes to grieve the School's decision, the grievance shall commence at Step 3 of the grievance procedure.
- (6) On return to work from educational leave, an employee shall be placed either in the position the employee held before taking the leave or in a comparable position.

26.13 Leave for Detached Duty

The School may grant leave with pay provided the needs of the School are not adversely affected by the leave, not normally to exceed twenty (20) days per school year, to employees for services requested by the Ministry of Education, Faculties of Education or other organizations provided that all costs to the School are borne by the requesting organization.

26.14 Leave for Exchange Programs

Employees wishing to participate in exchange programs shall advise the Principal in writing a minimum of one (1) year prior to the commencement of the program. The details of the exchange shall be discussed and mutually agreed between the parties prior to the exchange occurring.

On return to work from the exchange program, an employee shall be placed either in the position the employee held before taking the leave or in a comparable position.

26.15 Joint Consultation Committee

Employees appointed by the Union as union representatives to the Joint Consultation Committee as specified in this Agreement to attend meetings of the Committee shall not suffer any loss of regular earnings while attending such meetings.

26.16 Personal Need Leave

The School shall grant each full-time regular or continuing employee three (3) days leave without loss of pay each school year non-cumulative to meet a personal need requirement subject to administrative guidelines for the implementation of the article. Part-time employees shall be entitled to this leave in proportion to the percentage of time that they work. Should this provision result in the part-time employee having insufficient time to cover their day off, the remainder of the time will be at the cost of an On Call employee.

ARTICLE 27 - SICK LEAVE AND LONG-TERM DISABILITY

27.1 Sick Leave

- (a) Sick leave is earned at the rate of one (1) day for each month of employment. In their first year of employment, employees shall be credited in advance with four (4) sick leave days at the beginning of their employment. Beginning their fifth month, they will start to earn one (1) day for each month of employment. In the event that the employee leaves the employ of the School prior to earning the four (4) days advanced at the commencement of the school year, the School may deduct from their salary payments an amount equivalent to the used and unearned sick leave. Effective the date of ratification, each employee on staff as of September 1, 2007 shall be credited with ten (10) sick leave days.
- (b) Part-time employees shall be entitled to earn sick leave in proportion to the percentage of time that they work.
- (c) Unused sick leave may be accumulated to a maximum of twenty (20) working days.
- (d) Sick leave means the period of time that an employee is permitted to be absent from work while ill, disabled or quarantined or because of a non work related accident except an absence for which compensation is payable under the *Workers' Compensation Act*.
- (e) Any days during which the employee has been absent with full pay for reasons of illness, disability, quarantine, or non work related accident shall be charged against any sick leave accumulated by the employee.
- (f) Employees may be required to provide an acceptable medical certificate in relation to any absence due to illness and shall be required to provide an acceptable medical certificate in relation to any absence due to illness in excess of three (3) consecutive workdays.
- (g) Where it is not possible for an employee to schedule necessary medical and dental appointments outside school hours, time for such appointments shall be charged against any sick leave accumulated by the employee.
- (h) Where an employee is on full-time sick leave, the School shall endeavour to accommodate the employee and may grant a return to duty on partial sick leave where the employee produces a certificate from a medical practitioner stating that the employee while medically unable to work full-time is capable of working part-time.
- (i) An employee on partial sick leave shall earn sick leave proportionately for the portion of time worked. Deduction of sick leave shall be made proportionately for the time not worked.

(j) A record of all unused sick leave will be kept by the School. The School shall advise each employee by September 30th of each year of the amount of his or her accumulated sick leave as at June 30th of the same year. Any employee shall be advised upon application of the amount of his or her sick leave accumulation.

27.2 Long Term Disability Plan

(a) Regular or continuing employees shall be covered by a Long Term Disability Plan upon completion of three months of active continuous employment.

(b) Premiums for the Long Term Disability Plan shall be paid in full by employees through deductions from salary payments. No changes to the Long Term Disability Plan shall be made without the express agreement of the designated union representative.

(c) Coverage in the Plan is a condition of employment.

(d) In the event an employee while covered by the Plan becomes disabled for one hundred twenty (120) calendar days, the employee shall be eligible to receive monthly benefits in accordance with the terms of the Plan.

27.3 Doctor's Certificate of Inability to Work

The School (at its cost) may require an employee to attend for an independent medical examination where the School, in its sole discretion is not satisfied with the medical evidence provided by the employee.

The School (at its cost) may require an employee to provide medical evidence of fitness to return to work.

27.4 Employee to Inform Employer

The employee shall inform the School as soon as possible of his/her inability to report to work because of illness or injury. The employee shall inform the School of the date of return to duty, in advance of that date, in order that TOC's scheduled for that Employee can be notified.

ARTICLE 28 - HEALTH AND WELFARE

The Union will advise the School as to the choices for specific benefits and coverage levels within the budget of fifty-nine thousand eight hundred and seventy-four dollars (\$59, 874.00) annually. The current benefits and coverage levels will continue in the interim.

ARTICLE 29 - RRSP PENSION PLAN

The School and the employees shall continue the existing group RRSP Pension Plan. Contributions to the Plan shall be made as follows:

(a) For employees with 0 to 5 years service, the School will match fifty percent (50%) of the employee's contribution to a maximum School cost of fifty-three dollars (\$53.00) per month.

(b) For employees with 6 to 10 years service, the School will match seventy-five percent (75%) of the employee's contribution to a maximum School cost of seventy-nine dollars (\$79.00) per month.

(c) For employees with 10 plus years service, the School will match hundred percent (100%) of the employee's contribution to a maximum School cost of one hundred and five dollars (\$105.00) per month.

ARTICLE 30 - ADJUSTMENT PLAN

30.1 Notice and Process

If the School introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of its employees covered by this collective agreement:

- (a) the School shall give notice to the Union at least 60 (sixty) days before the date on which the measure, policy, practice or change is to be effected, and
- (b) after notice has been given, the School and Union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - (1) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
 - (2) human resource planning and employee counselling and retraining;
 - (3) notice of termination;
 - (4) severance pay;
 - (5) entitlement to pension and other benefits including early retirement benefits;
 - (6) a bipartite process for overseeing the implementation of the adjustment plan.

30.2 Effect of Adjustment Plan

If, after meeting in accordance with Article 30.1, the School and the Union have agreed to an adjustment plan, the adjustment plan will form part of this collective agreement.

30.3 Technological Change

The School agrees to provide employees with appropriate training to qualify employees to perform their regular duties whenever the School introduces new technology at the School.

ARTICLE 31 - GENERAL CONDITIONS

31.1 Payroll Deductions

An employee shall be entitled to have deductions from her salary assigned for the purchase of Canada Savings Bonds provided the savings bond program continues to exist.

31.2 Copies of Agreements

The Union will print copies of the Agreement for members of the bargaining unit and the employer.

ARTICLE 32 - HEALTH AND SAFETY

32.1 Conditions

The School and the Union agree that regulations made pursuant to the *Workers' Compensation Act* or any other statute of the Province of British Columbia pertaining to the working environment shall be fully complied with. First aid kits shall be supplied in accordance with this section.

32.2 Safety Committee

- (a) The School and the Union agree to establish an Occupational Health and Safety Committee. The Occupational Health and Safety Committee shall be comprised of equal representation from the Union and Management. Union representatives shall be appointed by the Union.
- (b) The Committee will meet pursuant to the Workers' Compensation Board Industrial Health and Safety Regulations at regular intervals to be determined by the Committee to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Occupational Health and Safety Committee shall be sent to the Union and the School.
- (c) Employees who are representatives of the Occupational Health and Safety Committee shall continue to receive the rate of pay they would have been receiving had they not been attending an Occupational Health and Safety Committee meeting.

32.3 Unsafe Work Conditions

- (a) The School recognizes that employees have the right to a safe workplace and that an employee has the right to refuse work when the employee has reasonable cause to believe that such work would create an undue hazard to the health and safety of any person.
- (b) Investigation of the condition which resulted in an employee refusing to work shall be carried out in accordance with the regulations of the Workers' Compensation Board.

32.4 Work Environment

The School agrees to meet health and safety statutory standards for temperature, ventilation, lighting, humidity, sound level, and other physical conditions at the School.

32.5 Investigation of Accidents

The Occupational Health and Safety Committee shall be notified of each accident or injury involving an employee represented by the Union and the nature and cause of the accident or injury. In the event of a fatality, the School shall immediately notify the Union of the nature and circumstances of the accident.

32.6 Procedure in Case of an Emergency in a Worksite

Where an employee considers that there is an immediate danger in the School to employee(s) or student(s), the employee shall immediately report the situation to the Principal.

32.7 Unsafe Workplace Closure

In the event that the School closes the School or a portion of the School because the School is deemed to be unsafe or potentially unsafe to occupy, employees shall not be required to enter into or occupy the sections of the School which have been deemed to be unsafe or potentially unsafe.

32.8 Industrial First Aid Requirements

Where the School requires an employee to perform first aid duties in addition to normal requirements of the employee's position, the cost of obtaining and renewing the Industrial First Aid Certificate shall be borne by the School.

Employees designated to perform Industrial First Aid duties shall receive an additional payment of seventy-two dollars and twenty-five cents (\$72.25) per month (September through June inclusive) increased by the annual percentage increase for the person receiving the stipend.

32.9 Earthquake Preparedness

The School shall ensure that all employees receive appropriate earthquake preparedness training within six (6) months of the ratification of this Agreement.

32.10 Student Medication

Employees covered by this Agreement shall not be called upon to administer medication or administer other medical procedures on a regular basis unless:

- (a) the employee volunteers to administer the medication procedure; and
- (b) written authorization and instructions for administration of medication has been received from the student's attending physician confirming that medication is required while the student is attending school; and
- (c) the student's parent or guardian has made a written request for the School's assistance and has discussed the situation with School Administration; and
- (d) adequate instruction and training, if necessary, has been received from a qualified health care professional.

The School shall indemnify and save harmless any employee against claims arising from the administration of medication, supervision of self-administration, or performance of medical or physical procedures that are carried out pursuant to the instructions and requests received as referred to in this article.

ARTICLE 33 - PAYMENT OF SALARY AND ALLOWANCES

33.1 Pay Periods

- (a) Employees shall be paid on or before the 15th day of each month and on or before the last business day of each month.
- (b) Payments will be electronically deposited by the School to any chartered bank or credit union in the Province of British Columbia chosen and authorized by the employee.
- (c) No employee shall suffer a reduction in salary as a result of implementation of this Agreement.

33.2 Partial Payments and Deductions

- (a) The rate of deduction for a day without pay shall be defined as 1/180th of the current annual salary of the teacher.
- (b) A teacher who is employed full-time for less than a complete school year shall be paid on the basis of 1/180th of the applicable annual salary for each instructional day taught by the teacher.
- (c) Part-time teachers shall be paid according to their placement on the basic salary schedule, prorated according to their percentage of the F.T.E. assignment.

33.3 Initial Placement of Teachers on Salary Grid

- (a) Initial placement on the teacher salary grid is determined by the category assigned by the Teacher Qualification Service (TQS) and years of previous teaching experience save and except that notwithstanding any other provision of this article or this Agreement, the category assigned by TQS or years of previous teaching experience, initial placement on the teacher salary grid shall not be higher than Step 5 (experience).

- (b) Where a teacher does not possess the necessary qualifications to be assigned a category by TQS or is not eligible for TQS, the School shall publish a set of criteria based on TQS requirements for determining appropriate placement on the teacher salary grid.
- (c) At the time of appointment, the School shall advise each teacher, in writing, of the documentation required to establish initial placement on the teacher salary grid.
- (d) Pending receipt of the necessary documentation, the teacher shall be placed at Step 1 (experience) and category 4PC (professional training).
- (e) Each teacher shall submit all documentation required by the School to establish placement within two (2) months of commencement of employment.
- (f) In the event that the necessary documentation is provided within the specified period of time, salary adjustment shall be made retroactive to commencement of employment.
- (g) The teacher shall be responsible for advising the School, in writing, of delays which occur in obtaining the documentation necessitating an extension of the time limits. The School shall not refuse a reasonable written request for an extension of time limits.
- (h) In the event that an extension is not granted, salary adjustment shall occur the month following receipt of the documentation.
- (i) The School shall notify the teacher, in writing, of the category and experience placement that has been assigned.
- (j) In the event that a teacher wishes to appeal his or her placement on the salary grid, the teacher must apply, in writing, to the Principal giving reasons as for the application for review. In the event that the matter is not satisfactorily resolved, the teacher may refer the matter immediately to Step 3 of the Grievance Procedure in Article 11.

33.4 Increment Credit

- (a) For initial placement:
 - (1) full increment credit to a maximum of five (5) increments will be granted for approved exchange teaching and appropriately certified full-time teaching experience acquired while employed in a public school system as defined in the appropriate legislation in Canada, the Commonwealth, and the United States, in any Canadian, Commonwealth or United States faculty of education or federal, provincial, or state ministry of education, in private schools in Canada which receive public funding under legislation similar to the *British Columbia Independent School Act*.
 - (2) one (1) increment to a maximum of five (5) will be recognized for every ten (10) F.T.E. school months of teaching experience in schools described in subsection (a)(1).
 - (3) the School may recognize experience in addition to the teaching experience provided for in subsection (a)(1) for the granting of increments.
- (b) After initial appointment to the School, an increment shall be granted for each ten (10) F.T.E. school months of teaching at the School.
- (c) The anniversary date on which an increment for teaching experience will be credited for all teachers is the first day of September.

33.5 Professional Improvement

Teachers who are entitled to reclassification to a higher category shall receive the higher salary upon receipt of the TQS statement. For independent school teachers who are not eligible for TQS, the School

shall grant requests for reclassification to a higher category upon receipt of necessary documentation based on the School's published criteria. The salary adjustment shall be paid retroactively to September 1st of the current school year providing the revised TQS card, latest university transcripts, or required documentation have been submitted to the School no later than November 30th of that school year. Independent school teachers who are not eligible for TQS, and who are denied reclassification by the School may appeal the decision through the grievance procedure.

33.6 Initial Placement of Tutors on Salary Grid

Tutors may be placed higher than Step 1 of the Salary Scale, though no higher than Step 5, depending on their verifiable years of experience.

33.7 Meal Allowance

Employees shall be entitled to a meal allowance while on authorized school business where meal(s) are not provided. Meal allowances shall be:

Breakfast	\$10.00
Lunch	\$12.50
Dinner	\$20.00

33.8 Vehicle Allowance

Where an employee is required to use their own vehicle in the performance of their duties or on the School's business, the employee shall receive a vehicle allowance of forty-seven cents (47¢) per kilometre where the distance travelled is in excess of sixteen (16) kilometres in a single trip. If required, further criteria governing the application of this article shall be developed by the Joint Consultation Committee.

ARTICLE 34 - DURATION AND TERM OF AGREEMENT

34.1 Term of Agreement

The term of the contract shall be from April 5, 2007 to June 30, 2011.

34.2 Notice to Bargain

Should either party give written notice by registered mail to the other party, or should such notice be deemed to be given by operation of law, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and a legal strike has commenced, or the School gives notice of lockout and a legal lockout has commenced, or the parties conclude a renewal or revision of the Agreement or a new Agreement.

34.3 Labour Relations Code

The parties agree that the operation of Sections 50(2) and 50(3) of the *Labour Relations Code* is excluded from the Agreement.

34.4 Commencement of Bargaining

Where a party to this Agreement has given notice under Article 34.2, the parties shall within fourteen (14) days after the notice was given commence collective bargaining.

34.5 Change of Agreement

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

34.6 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this Agreement during the term of bona fide collective bargaining.

APPENDIX 1 – SALARY SCALES

*Effective the date of Ratification, every employee shall receive a Signing bonus in the amount of \$1,500.

1A – SEA AND LIBRARIAN HOURLY SALARY SCALE

Classification	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
SEA	22.00	22.67	23.37	23.97
Librarian	25.00	25.77	26.56	27.23

1B – TUTOR HOURLY SALARY SCALE

Steps	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
1	22.00	22.50	23.00	23.50
2	22.65	23.15	23.65	24.15
3	23.30	23.80	24.30	24.80
4	23.95	24.45	24.95	25.45
5	24.60	25.10	25.60	26.10
6	25.25	25.75	26.25	26.75
7	25.90	26.40	26.90	27.40
8	26.55	27.05	27.55	28.05
9	27.20	27.70	28.20	28.70
10	27.85	28.35	28.85	29.35
11	28.80	29.30	29.80	30.30

1C – LAST ANNUAL SALARY SCALE

July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
35,000.00	36,073.00	37,178.00	38,129.00

1D – TEACHER ANNUAL SALARY SCALE

Effective July 1, 2007:

Steps	UR/3EA/4PC	5PB	5PA	6M
1	36,981.00	40,606.00	43,931.00	44,609.00
2	38,832.00	42,642.00	46,163.00	46,841.00
3	40,681.00	44,678.00	48,395.00	49,075.00
4	42,531.00	46,713.00	50,628.00	51,307.00
5	44,381.00	48,749.00	52,861.00	53,540.00
6	46,232.00	50,785.00	55,094.00	55,772.00
7	48,083.00	52,820.00	57,325.00	58,004.00
8	49,932.00	54,856.00	59,558.00	60,237.00

Steps	UR/3EA/4PC	5PB	5PA	6M
9	51,783.00	56,891.00	61,791.00	62,470.00
10	53,632.00	58,926.00	64,022.00	64,702.00

Effective July 1, 2008:

Steps	UR/3EA/4PC	5PB	5PA	6M
1	38,115.00	41,852.00	42,278.00	45,977.00
2	40,022.00	43,949.00	47,579.00	48,277.00
3	41,928.00	46,048.00	49,879.00	50,579.00
4	43,836.00	48,146.00	52,180.00	52,880.00
5	45,742.00	50,244.00	54,482.00	55,181.00
6	47,650.00	52,342.00	56,783.00	57,482.00
7	49,557.00	54,440.00	59,083.00	59,783.00
8	51,464.00	56,538.00	61,384.00	62,084.00
9	53,371.00	58,635.00	63,685.00	64,386.00
10	55,277.00	60,733.00	65,986.00	66,686.00
11	---	64,716.00	69,994.00	70,927.00

Effective July 1, 2009:

Steps	UR/3EA/4PC	5PB	5PA	6M
1	39,282.00	43,134.00	46,664.00	47,385.00
2	41,248.00	45,296.00	49,036.00	49,756.00
3	43,212.00	47,459.00	51,407.00	52,129.00
4	45,178.00	49,621.00	53,621.00	54,500.00
5	47,143.00	51,783.00	56,151.00	56,872.00
6	49,109.00	53,946.00	58,522.00	59,242.00
7	51,075.00	56,108.00	60,893.00	61,614.00
8	53,040.00	58,270.00	63,270.00	63,986.00
9	55,006.00	60,432.00	65,636.00	66,358.00
10	56,970.00	62,594.00	68,007.00	68,729.00
11	---	66,699.00	72,139.00	73,100.00

Effective July 1, 2010:

Steps	UR/3EA/4PC	5PB	5PA	6M
1	40,287.00	44,237.00	47,858.00	48,597.00
2	42,303.00	46,454.00	50,290.00	51,029.00
3	44,317.00	48,672.00	52,721.00	53,462.00
4	46,334.00	50,890.00	55,154.00	55,894.00

Steps	UR/3EA/4PC	5PB	5PA	6M
5	48,349.00	53,107.00	57,587.00	58,326.00
6	50,365.00	55,325.00	60,019.00	60,757.00
7	52,381.00	57,542.00	62,450.00	63,190.00
8	54,396.00	59,760.00	64,883.00	65,622.00
9	56,413.00	61,977.00	67,315.00	68,055.00
10	58,427.00	64,194.00	69,746.00	70,486.00
11	---	68,405.00	73,983.00	74,969.00

APPENDIX 2 - ALLOWANCES FOR POSITIONS OF SPECIAL RESPONSIBILITY

1. Annual allowances for the following positions are:

Position	Allowance
Head Tutor	\$9,000.00

2. The School may at any time establish or discontinue any positions of special responsibility after consultation with the Joint Consultation Committee.

APPENDIX 3

Teachers/Tutors on Call

1.1 Rate of Pay

- A Teacher on Call who has a valid BC teaching certificate shall be paid a daily rate of \$170.00 inclusive of holiday pay.
- Placement on the salary grid will occur after twenty (20) continuous teaching days.
- A Tutor on Call shall be paid a daily rate of one hundred and twenty-five dollars (\$125.00) inclusive of holiday pay.
- The daily rates shall be increased by the same percentage increase and on the same dates as set out in Appendix 1.
- The minimum assignment for a Teacher or Tutor on Call shall be one-half (½) day.
- A Teacher or Tutor on Call who is called in to an assignment in excess of one-half (½) day and a period shorter than one (1) full day shall be paid the daily rate for the assignment.

1.2 Application of Collective Agreement

The following articles of the collective agreement shall apply to Teachers and Tutors on Call:

ARTICLE 2 – MANAGEMENT RIGHTS

ARTICLE 3 – DUTIES AND RESPONSIBILITIES OF TEACHERS

ARTICLE 4 – DUTIES AND RESPONSIBILITIES OF TUTORS

ARTICLE 5 – UNION SECURITY

ARTICLE 6 – CHECK OFF OF UNION DUES

ARTICLE 7 – UNION RECOGNITION RIGHTS

ARTICLE 8 – EMPLOYER-UNION RELATIONS

ARTICLE 9 – JOINT CONSULTATION COMMITTEE

ARTICLE 10 – DISCRIMINATION AND HARASSMENT

ARTICLE 11 – GRIEVANCE PROCEDURE

ARTICLE 12 – ARBITRATION

ARTICLE 13 – DISCIPLINE, SUSPENSION AND DISMISSAL

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

George Heyman
President

Rob Gardner
Chair of the Board of Directors

Sandy Pastorek
Bargaining Committee

John Wilson
Principal, Kenneth Gordon School

Agi Torkos
Bargaining Committee

Bob Evans
Chair, Finance Committee

Ken Holmes
Staff Representative

Sheila Puga
Staff Representative

Signed this _____ day of _____, 2008.