

COLLECTIVE AGREEMENT

between the

YORK HOUSE SCHOOL SOCIETY

and the

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

Effective from September 1, 2007 to August 31, 2012

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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. *"Head"* shall mean the Head of York House School. It is understood that the Head may designate and delegate functions to other administrative staff.
- c. *"Regular"* or *"Continuing"* employee shall mean a teacher or support staff employee who holds a continuing contract.
- d. *"Society"* shall mean the York House School Society. It is understood that the Society designates and delegates administrative functions to its administrative staff.
- e. *"Teacher On Call"* shall mean a teacher who provides day to day teaching that is less than twenty (20) consecutive teaching days in any one teaching position.
- f. *"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.
- g. *"Temporary Contract Teacher"* shall mean a teacher who teaches for 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.
- h. *"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.

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 Society and the Union. It is recognized by this Agreement to be the duty of the Society 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 York House School. Accordingly, they are determined to establish an effective working relationship between the employees and the Society.

1.2 Recognition of Objectives and Principles

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

- (a) The guiding principle for York House School as stated in its Statement of Purpose is that the School exists for the benefit of its students.

STATEMENT OF PURPOSE

York House School exists for the benefit of its students. Each girl is encouraged and challenged to pursue personal and academic excellence, to respect and appreciate individual differences and to develop a sense of responsibility to the global community.

(b) The motto "*Not For Ourselves Alone*" not only guides the students, it also provides guidance for staff, the Head and the Board of Governors.

(c) In managing and directing the activities of the School, the York House School Board of Governors and administrators strive to further its founding goals and traditions as a Canadian independent school.

(d) York House School welcomes and requires parent and alumnae involvement in the life of the School.

(e) As an employer, York House School strives to provide reasonable processes and equitable working conditions for its staff that are consistent with the provision of the highest quality of service for its students and as are provided in this Agreement.

(f) It is the intent that the highest academic standards be maintained through effective and fair evaluation processes and through selection and assignment of teachers.

(g) It is recognized that the teachers provide a service to the Society in both curricular and extracurricular activities in a manner established by York House School. This is consistent with the responsibility of professional educators.

(h) It is the strong desire that parents, staff, alumnae and friends of York House School work cooperatively together to further the objectives 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.

1.5 Human Rights Code

The parties subscribe to the principles of the *Human Rights Code of British Columbia*.

ARTICLE 2 - SOCIETY'S RIGHTS

2.1 Management Rights

It is recognized and acknowledged that the management and direction of the employees and activities of York House School are vested exclusively with the Society through the Board of Governors and the Head

except as otherwise provided in this Agreement. Without limiting the generality of the foregoing, it is the function of the Society 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 teachers;
- (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;
- (g) determine the schedule of hours of York House 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 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 Teacher

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 & 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 to students with respect and dignity; and to regard as their first duty the effective education of the students.

3.4 Confidential Information

Teachers shall respect the confidential nature of information concerning students and may give it only to duly authorized persons or agencies directly concerned with their welfare after having taken reasonable steps to satisfy themselves of such authorization in cases other than parents or the Head.

3.5 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.

3.6 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.

3.7 Participation in School Events

The success of York House School depends on staff involvement in such activities as planning, supervising/chaperoning, attending school functions, and participating in field trips, student events, clubs and activities, fine arts productions, athletic events and curricular programs.

3.8 Professional Responsibilities

Teachers' professional responsibilities in addition to classroom duties include: conferences and meetings with the Head, parents, staff, students and other professionals; in-service training; report cards and government forms.

3.9 Supervision of Students

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

ARTICLE 4 - UNION SECURITY

4.1

All employees in the bargaining unit who, on July 9, 1996, 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*).

4.2

All employees hired on or after July 9, 1996 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).

4.3

Nothing in this Agreement shall be construed as requiring a person who was an employee prior to July 9, 1996 to become a member of the Union.

ARTICLE 5 - UNION RECOGNITION RIGHTS

5.1 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 Society 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.

5.2 Bargaining Agent Recognized

The Society 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 July 9, 1996 applies.

5.3 Staff Representatives

The Society recognizes staff representatives selected by the Union to represent employees and agrees that staff representatives shall not be obstructed or interfered with while representing employees.

The Union agrees that its staff representatives shall conduct Union business outside of instructional time except where permitted under the terms of this Collective Agreement.

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

5.4 Bulletin Board

The Society shall provide bulletin boards in each staff room for the exclusive use of the Union.

5.5 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 Society or its representatives which may conflict with the terms of this Agreement.

5.6 List of Staff Representatives

The Union will provide the Society with a list of the employees designated as staff representatives and indicate the jurisdiction of each staff representative.

Staff representatives shall obtain the permission of their immediate supervisor before leaving their work to perform duties as a staff representative. On resuming their normal duties, staff representatives shall notify their supervisor.

ARTICLE 6 - CHECK OFF OF UNION DUES

6.1 Deduction of Union Dues

The Society 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 Society 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 Society 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 Society

Before the Society is obliged to deduct any amount under Section 1 of this article, the Union must advise the Society 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 Society 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 - EMPLOYER-UNION RELATIONS

7.1 Staff Orientation

- (a) Within thirty (30) days of employment, all teachers new to the staff will be offered an orientation provided by the Society. The orientation will acquaint new teachers with the basic operation of the School and the Society.
- (b) The Society agrees to provide a copy of the Collective Agreement to each new employee. Staff representatives 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 staff representative or the new employee.
- (c) The Union will be notified in writing by the Society of the hiring of new teachers who are employed for a minimum of twenty (20) school days within five (5) days of their appointment.

7.2 Union Representatives

The Society 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.

7.3 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 Society 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.

7.4 Access to Information

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

- (a) teacher information including a list of teachers and a list of teachers on call teachers that are available for call-out showing their names, addresses, telephone numbers, a school staff assignment list and a teachers on call teacher employment journal.
- (b) notifications of hiring's, discipline, resignations, retirements, deaths, employment advertisements for teaching personnel, letters of notification of evaluation, and minutes of the Joint Consultation Committee meetings.

Copies of general mailings from the Society to parents or members of the Society and the audited financial statements will be posted on a bulletin board in the School.

ARTICLE 8 - JOINT CONSULTATION COMMITTEE

8.1 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 York House School that affect the parties to this Collective Agreement.

8.2 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 representatives from the Society and two representatives from the Union. 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.

8.3 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.

8.4 Chair of Committee

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

8.5 Limitations of 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 Society and shall not have the power to bind either the Union or its members or the Society to any decisions or conclusions reached in their discussions.

8.6 Authority to Make Recommendations

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

- (a) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (b) correcting conditions causing grievances and misunderstanding.

ARTICLE 9 - DISCRIMINATION AND HARASSMENT

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

9.1 Discrimination and Harassment

- (a) The Society and the Union recognize the right of employees to work in an environment free from discrimination and harassment.
- (b) The Society and the Union subscribe to the principles of the *Human Rights Code* and the Charter of Rights and Freedoms.
- (c) The Society, 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.

9.2 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.

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.

- (b) The Society 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.

9.3 Complaint Procedure

(a) *Informal Resolution*

Before proceeding to the complaint mechanism, an employee who believes he or she has a complaint of sexual harassment or discrimination against an employee of the Society may approach his/her supervisory personnel, union staff representative or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction, the matter is deemed to be resolved.

If the matter is not resolved to the complainant's satisfaction, then the complainant will approach the workplace harassment co-ordinator as designated by the Society for assistance in resolving the issue. The workplace harassment co-ordinator will investigate the allegation and take steps to resolve the concern, as appropriate, within thirty (30) days of the issue being raised by the complainant. The workplace harassment co-ordinator will discuss the proposed resolution with the complainant. The complainant may have a staff representative present during these discussions. Where the complaint is against the Head, the complainant and the staff representative shall request the Chairperson of the Board of Governors to appoint a delegate(s) to assist the staff representative, the complainant and the respondent in resolving the issue.

(b) *Formal Resolution*

Where either the complainant or the respondent in conjunction with the Union is not satisfied with the resolution, the Union will put the complaint within thirty (30) days before a mutually agreed upon independent adjudicator who specializes in cases of sexual harassment and discrimination. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, then the adjudicator shall have the right to:

- (1) dismiss the complaint; or
- (2) determine the appropriate level of discipline to be applied to the Respondent;
- (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.

If the complaint is against the Head, then the Union will submit the complaint to the Board of Governors who will appoint an independent investigator to investigate and report to the Board of Governors.

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

(d) Where the complaint is determined to be of a frivolous, vindictive or of a vexatious nature, the Society will take appropriate action which may include discipline.

(e) The clause shall not preclude an employee from filing a complaint under Section 8 of the *British Columbia Human Rights Code*. However, an employee shall not be entitled to duplication of process. An employee making a complaint must choose to direct the complaint to either the British Columbia Council of Human Rights or the process specified above. In either event, a complaint of sexual harassment or discrimination shall not form the basis of a grievance.

9.4 Union Activity

The Society 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 BCGEU;

- (b) participation in any lawful activities of the BCGEU;
- (c) exercising any right under this Agreement and the *Labour Relations Code*.

9.5 Falsely Accused Employee Assistance

Where a false accusation of child abuse or sexual misconduct, arising from a teacher performing his/her duties and responsibilities results in a teacher requiring assistance to deal with the negative effects of the allegation, the teacher and a staff representative will meet with two (2) members of administration and together they will establish a plan of assistance for the teacher and, where requested by the employee, provision of factual information to parents by the School.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.1 Grievance Procedure

The Society 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 or suspension of an employee bound by this Agreement.

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

10.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated excluded supervisor. The aggrieved employee shall have the right to have a staff representative present at such a discussion.

The Society shall provide the Union with a list of the appropriate designated excluded supervisors and their area of responsibility within the School.

10.3 Time Limit to Present Written Grievance to Step 2

If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the staff representative, to Step 2 of the grievance procedure.

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 10.4, must do so no later than thirty (30) days after the date:

- (a) on which the employee was notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- (b) on which the employee reasonably became aware of the action or circumstances giving rise to the grievance.

10.4 Step 2

- (a) Subject to the time limits in Article 10.3, the Employee may present a grievance at this level by:
 - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose; and
 - (2) stating the article or articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting this grievance to the Head through the staff representative.

- (b) Within ten (10) school days of receipt of the grievance the Head will meet with the staff representative and/or grievor to attempt to resolve the dispute.

10.5 Time Limit to Reply at Step 2

The Head shall reply in writing to an employee's grievance within ten (10) school days of the meeting referred to in Article 10.4(b).

10.6 Step 3

If the grievance is not resolved at Step 2, the Union may present a grievance at Step 3:

- (a) within ten (10) school days after the decision has been conveyed by the Head; or
(b) within ten (10) school days after the Head's reply was due.

10.7 Time Limit to Reply at Step 3

The representative(s) designated by the Society to handle grievances at Step 3 shall meet with the staff representative(s) and/or the grievor to attempt to resolve the dispute. The representative(s) of the Society shall reply in writing to the grievance within ten (10) school days of receipt of the grievance at Step 3.

10.8 Failure to Act

If the Union does not present a grievance to the next higher level within the prescribed time limits, or the Society 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 Society, 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.

10.9 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 11, the Union may inform the Society of its intention to submit the dispute to arbitration within thirty (30) days after the Society's decision has been received. Alternatively, either party may apply for expedited arbitration pursuant to the *Labour Relations Code*.

10.10 Administrative Provisions

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate may be by fax or hand delivered.
(b) Grievances, replies and notification shall be deemed to be presented and received on the day they were delivered or faxed to the Society or the Union.

10.11 Deviation from Grievance Procedure

The Society agrees that, after a grievance has been initiated by the Union, the Society'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.

10.12 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 Society 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 11 of this Agreement.

10.13 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.

10.14 Summer Vacation

During the summer vacation, the periods set forth in this article shall read four (4) calendar weeks instead of ten (10) school days.

ARTICLE 11 - ARBITRATION

11.1 Assignment of 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.

11.2 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.

11.3 Arbitration Expenses

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

11.4 Witness Fee and Allowances

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

11.5 Decision of 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.

11.6 Expedited Arbitration

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

11.7 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, Heather Laing or Ron Keras 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.

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

ARTICLE 12 - DISCIPLINE, SUSPENSION AND DISMISSAL

12.1 Discipline, Suspension or Dismissal

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

12.2 Burden of Proof

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

12.3 Notice of Suspension or Dismissal

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

12.4 Right to Staff Representative

An employee shall have the right to have a staff representative present at any discussion with supervisory personnel when the purpose of the meeting is disciplinary. Where the Society intends to interview an employee for disciplinary purposes, the Society shall ensure that the employee is notified in advance of the purpose of the interview in order that the employee may contact his or her staff representative unless the safety or welfare of students is at risk.

12.5 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 10 of this Agreement.

12.6 Probationary Employees

This article does not apply to teachers on probation.

ARTICLE 13 - EXTRACURRICULAR ACTIVITIES/WORKLOAD REVIEW COMMITTEE

13.1 Extracurricular Activities

It is acknowledged by the parties that the success of the School depends on staff involvement in extracurricular activities which are an integral part of each student's educational experience.

13.2 Distribution of Responsibilities

The Society shall work out a method of equitable and reasonable distribution of responsibilities after having assessed the individual circumstances and requests of each teacher and the needs of the School.

13.3 Review of Duties and Responsibilities

Where a teacher considers the duties and responsibilities expected of him or her require review, the teacher may address the Workload Review Committee and a review will be conducted.

13.4 Composition of Workload Review Committee

A Workload Review Committee shall be composed of two representatives of the Society and two representatives of the Union.

13.5 Role of Workload Review Committee

The Workload Review Committee shall conduct a review of the workload of the teacher taking into consideration the teacher's concerns and instructional workload. The Committee shall have the authority to remedy the situation.

13.6 Decision of Workload Review Committee

If the Committee agrees by consensus or majority vote on an appropriate remedy, their decision will be final. In the event that the Committee cannot agree on an appropriate remedy, the matter may be referred to a person mutually agreed to by the parties whose decision shall be final. Any costs associated with such referral shall be borne equally by the Society and the Union.

13.7 Limitations on Review

Every effort shall be made to deal with requests submitted pursuant to this article in an expeditious manner. Teachers may not request more than one (1) review every twelve (12) months unless their workload and/or extracurricular assignments have been altered.

13.8 Leave with Pay

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

ARTICLE 14 - EVALUATION

14.1 Purpose of Evaluation

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

- (a) To promote and maintain the highest professional standards and to commend strong teaching performance;
- (b) To foster professional growth, share expertise, and assess teacher effectiveness;
- (c) To provide suggestions and strategies for improving teaching skills and promoting professional growth and, when needed, to assist and support the teacher in meeting the Society's standards of performance as identified in Article 14.4;
- (d) To assist in assessing teaching competency.

14.2 Methods of Evaluation

The Society 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 14.5 must be followed. It further recognizes that the process to assist and encourage professional growth by teachers as referred to in Article 15.1 does not form part of such formal process.

14.3 Frequency of Formal Evaluations

After completion of the probationary period, a continuing contract teacher 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 teacher; and
- (d) of the Head.

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

14.4 Criteria

Criteria for evaluation shall be:

- (a) *Knowledge of Subject Matter*
 - (1) demonstrates an appropriate depth of knowledge for the level being taught;
 - (2) is aware of appropriate developments, research and trends in the subject matter being taught;
 - (3) works at keeping knowledge and recent developments current in his/her field and girls 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) works to develop skills and stimulate thought through student centred experiences and activities, with due consideration for individual differences;
 - (3) fosters a climate of mutual respect between the teacher and students.
- (c) *Preparation and Planning*
 - (1) plans with definite purposes and clear objectives in mind;
 - (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 teachers;
 - (7) co-operates with other personnel and parents to plan and implement Individual Education Plans ("IEP") as required.
- (d) *Instructional Skills*
 - (1) uses a variety of instructional techniques suitable to the age, needs, readiness and abilities of students and the subject matter being taught;
 - (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.
- (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 as a member of staff 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 daughter'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.

14.5 Procedure/Process

- (a) Evaluation reports shall be prepared by the Head with input, as appropriate, from the Director of the Junior and Senior School. Staff members including Department Heads should not be involved in evaluation reports unless agreed to by the teacher being evaluated subject to Article 14.9(c).
- (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 teacher may seek additional input into the evaluation process from a person agreed to by both parties who possesses the necessary qualifications.
- (c) A teacher 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 14.3(b), the reference to three (3) years shall be a reference to three (3) years from the school year in which the evaluation is completed.
- (e) The teacher shall meet with the evaluator in a pre-observation conference before classroom observations begin to collaborate on the following:
 - (1) the criteria of evaluation;
 - (2) the classroom observation process;
 - (3) the data gathering sharing process; and
 - (4) 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 teacher. 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 teacher to incorporate suggestions for improvement.
- (k) At least one of the formal classroom visits shall be at a time mutually agreed upon between the teacher and the evaluator.
- (l) Where applicable, formal classroom observations should cover a representative sample of subjects, classes and grade levels.

14.6 Evaluation Report

- (a) A draft report shall be written, presented and discussed with the teacher at least three (3) school days prior to the preparation of the final report. The teacher shall have the opportunity to suggest amendments to the report.

- (b) Evaluation reports shall be prepared by the evaluator based on all relevant information that relates to the criteria outlined in Article 14.4.
- (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 teacher which suggests specific remedial steps, actions or changes that address the problem(s) identified by the evaluator. The teacher must indicate in writing a response to the statement from the evaluator.
- (d) The teacher upon receiving an evaluation report is required to sign the evaluation report to acknowledge receipt of the report. The teacher, by signing, is not agreeing to its contents. If the teacher believes that the evaluation report does not accurately or fully reflect his or her performance, the teacher 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 teacher from initiating a grievance pursuant to Article 10.
- (e) One (1) copy of the final report shall be given to the teacher at the time of filing, one (1) copy shall be retained by the evaluator, and one (1) copy placed in the teacher's personnel file.

14.7 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.

14.8 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 teacher, 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 a teacher receives a less than satisfactory report, the teacher 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.

14.9 Dismissal for Less Than Satisfactory Performance

- (a) The test of just and reasonable cause for dismissal shall be a test of suitability of the teacher for continued employment to the position appointed.
- (b) If the Society intends to dismiss a teacher pursuant to this article, the teacher and the appropriate union representative will be provided with written notification prior to such action.
- (c) The decision to dismiss a teacher 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 a teacher 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 teacher.
- (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 11 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 teacher a severance amount based on applicable judicial guidelines.

ARTICLE 15 - PROFESSIONAL GROWTH

15.1 Professional Growth

Evaluators and teachers 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 teacher. This program is intended to be developmental, providing for professional growth within a co-operative, supportive environment.

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

- (a) Peer collaboration or cognitive/collegial coaching based on the model previously introduced at the School.
- (b) Development of a professional growth plan in consultation with the Head.
- (c) Development of goals and objectives for each school year in consultation with the Head.
- (d) Where necessary, each participating teacher, 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 16 - PERSONNEL FILES

16.1 Personnel File

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

16.2 Access to Personnel File

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

16.3 Viewing of Personnel File

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

16.4 Right to Grieve

The Society 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 10 of this Agreement.

16.5 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 four (4)

years after the filing unless the documentation is related to performance evaluation, a criminal offence, or gross misconduct.

16.6 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 of the material at the time that it was placed in the file.

ARTICLE 17 - SENIORITY

17.1 Definition

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

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.

17.2 Seniority List

(a) The Society shall maintain two (2) seniority lists, one (1) for teaching staff and one (1) for support staff. The seniority lists shall show the date each regular or continuing employee commenced employment with the Society. Up-to-date seniority lists shall be sent to the Union on an annual basis.

(b) Errors in the seniority lists must be brought to the attention of the Head 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.

17.3 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.

17.4 Re-employment

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

17.5 Seniority Tie Breaker

The Society 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 staff representative and the Head.

17.6 Administration

An employee who currently holds an existing position outside the bargaining unit shall retain and continue to accrue seniority as a bargaining unit member in the event the employee returns to the bargaining unit. Effective the date of ratification of this Agreement, no seniority shall accrue for employees who accept a position outside the bargaining unit for periods in excess of two (2) years. It is understood that these employees, whilst in a position that is outside the bargaining unit, may continue to be credited with years of experience for the purpose of establishing their position on the salary scale.

ARTICLE 18 - STAFF CHANGES AND POSTINGS

18.1 Postings

- (a) When a regular vacancy occurs which the Society intends to fill, or a new position is created within the bargaining unit the Society 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*".

18.2 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.

18.3 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 he/she was unsuccessful and, upon further request, the reasons will be given in writing.

18.4 Promotions

A teacher 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 19 - PROBATION

19.1 Probation Period Defined

An employee in other than a temporary or teacher on call teaching position will be on probation during the first two (2) full school years of employment at York House School.

19.2 Notice of Unsuitability

If it is observed and recorded that any aspect of the employee's conduct is inconsistent with the duties and responsibilities set out in Article 3, (or for support staff the duties and responsibilities of the applicable position), or that any aspect of the learning situation in any of the classes is less than satisfactory, or that the probationary employee is in any way unsuitable for continued employment at York House School, the probationary employee will be informed in writing on or before April 1st of the second year of the probationary period.

19.3 Appointment to a Continuing Contract

The Head may, at her discretion, terminate a probationary period at the end of the first year and appoint the employee to a Continuing Contract.

19.4 Completion of Probationary Period

- (a) Employees who are retained following probation are considered to be on a Continuing Contract.
- (b) A teacher employed on two (2) or more consecutive full-time full school year Temporary Contracts, who is hired on a probationary contract for the next school year in a comparable position will have the probationary period reduced from two (2) full school years to one (1) full school year.

19.5 Extension of Probationary Period

The probationary term shall be extended by any periods of approved leave including but not restricted to pregnancy and parental leave.

19.6 Rejection on Probation

The Society may reject any probationary employee for just cause. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which the employee has been appointed. A rejection during probation shall not be considered a dismissal for the purpose of Article 12.

19.7 Right to Grieve

Where an employee feels that he or she has been aggrieved by the decision of the Society to reject the employee during the probationary period, the employee may appeal the decision through the grievance procedure in Article 10 of this Agreement.

ARTICLE 20 - LAYOFF

20.1 Cause

In the event of the need to lay off 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 Society 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.

20.2 Pre-Layoff Canvass

- (a) Where the Society identifies to the Union a need to proceed with a layoff of employees pursuant to Article 20.1, the Society shall, prior to issuing a layoff notice to any employee under Article 20, 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 and other benefits as provided for in the *Employment Standards Act*.
- (b) Where an employee(s) selects an option or accepts an offer of placement, which shall be confirmed in writing by the Society, such acceptance is final and binding on the employee.
- (c) Responses from employees to the Pre-Layoff Canvass will only be received by the Society 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 Society based on the needs of the School and the merit of the employees.

20.3 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 18.2 to fill the remaining positions.

20.4 Notice of Layoff

The Society shall give each employee it intends to lay off 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 Society shall concurrently forward a copy of such notice to the Union.

20.5 Recall

An employee's right to recall under this article is lost if the employee refuses to accept two positions, for which the employee possesses the necessary merit as defined in Article 18.2 to perform the work, offered in writing by the Society or twenty-four (24) months elapse from the date of layoff notice and the employee has not been re-engaged.

When a position becomes available, the Society 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.

An employee who is offered recall shall inform the Society 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 21 - SUPPORT STAFF ANNUAL LEAVE AND HOURS OF WORK

21.1 Support Staff Vacation Entitlement

- (a) A regular full-time employee who has earned at least ten (10) days pay for each calendar month will have an annual vacation entitlement for the vacation year of:
- (1) pro rata of ten (10) working days in the employee's first four (4) years of employment;
 - (2) fifteen (15) working days per annum during the employee's fifth complete year of continuous service and thereafter;

(3) for employees on staff on September 30, 1996, twenty (20) working days during the employee's sixth complete year of continuous service and thereafter.

A part-time employee will have a prorated vacation entitlement.

(b) In addition, regular full-time employees shall be provided with one (1) week vacation during the Christmas break and one (1) week vacation during spring break when students are not in attendance.

(c) Notwithstanding (b), in the case of the Building and Grounds Supervisor and the Custodian, one (1) additional week of vacation shall be provided instead of vacation during the spring break.

(d) The calendar year in which an employee's first anniversary falls shall be his/her first vacation year. For the purpose of additional leave entitlement, the calendar year in which the employee's second anniversary falls shall be his/her second vacation year, etc.

(e) Any unused vacation earned during the first partial year will be accumulated or alternatively paid out at the end of the fiscal year.

(f) Employees who are subject to layoff for the summer break shall be paid six percent (6%) of salary during each pay period in lieu of vacation.

(g) The Society may cease its practice of providing one (1) week vacation during spring break for any staff hired after July 1, 1997.

21.2 Support Staff Vacation Scheduling

Annual vacation shall normally be taken during the summer months (July and August). The Society shall make its best efforts to accommodate an employee's request for vacation scheduling.

21.3 Leaves

A twelve (12) month employee shall not accumulate vacation entitlement while absent on sick leave, WCB or any other leave whether paid or unpaid exceeding thirty (30) calendar days.

21.4 Hours of Work

Full-time support staff shall work a thirty-seven and one-half (37½) hour week.

ARTICLE 22 - STATUTORY HOLIDAYS

22.1 Application

This article shall apply to support staff employees only.

22.2 Statutory Holidays Defined

The following have been designated as statutory holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day

22.3 Holiday Falling on a Normal Working Day

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

22.4 Holiday Falling on a Day of Rest

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

22.5 Other Statutory Holidays

Statutory holidays are the statutory holidays as provided for in Article 22.2 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.

22.6 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 23 - OVERTIME**23.1 Application**

This article shall apply to support staff employees only.

23.2 Overtime Defined

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

- (a) time and one-half ($1\frac{1}{2}x$) the regular rate for hours worked on a regular work day up to eleven (11) hours or hours worked in excess of thirty-seven and one-half ($37\frac{1}{2}$) in a work week.
- (b) double-time ($2x$) the regular rate for hours worked over eleven (11) hours or hours worked in excess of forty-five (45) hours in a work week.

23.3 Holiday Falling on a Normal Working Day

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

23.4 Holiday Falling on a Day of Rest

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

23.5 Other Statutory Holidays

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

23.6 Holiday Coinciding with a Day of Vacation

When an employee is required to work a minimum of two and one-half ($2\frac{1}{2}$) 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) and a meal break of twenty (20) minutes with pay will be given.

23.7 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.

23.8 Employment Standards Act

The Society agrees to comply with the provisions of the *Employment Standards Act* for overtime.

ARTICLE 24 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

24.1 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 24.3.
- (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 Society 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 24.3.
- (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.
- (h) The Society agrees to enter into a Supplemental Unemployment Benefit ("*SUB*") Plan Agreement with the Employment Insurance Commission in respect of pregnancy benefits. Where such arrangement is approved and a pregnant employee takes pregnancy leave pursuant to the provisions of this Agreement, the Society shall pay seventy-five percent (75%) of her current salary for the first two (2) weeks of leave and where the employee is eligible to receive EI pregnancy benefits, the difference between seventy-five percent (75%) of her 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. The birthparent shall not be entitled to the additional period of SUB at Article 24.3(a)(5).

24.2 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 Society.
- (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.

24.3 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 thirty-five (35) consecutive weeks of unpaid leave beginning after the end of the pregnancy leave unless the employee and the Society 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;
 - (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; and
 - (5) for an adoptive/non-birthparent parental leave, the Society 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 Society, the employees shall determine the apportionment of parental leave between them subject to the agreement of the Society. 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).

24.4 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.

24.5 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 25 - LEAVES

25.1 Requests for Leave

All requests for leave shall be made in writing except where it is not possible to do so. Leaves will be made available to employees as provided for in this article.

25.2 Job Share

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

25.3 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. A teacher may request up to an additional two (2) consecutive days of leave with pay, normally based on travel consideration, with the approval of the Head. 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 substitute.

25.4 Leave at Cost of an On-Call Employee

(a) Leave may be granted at the cost of a teacher on call to a maximum of five (5) work days in any one school year for any of the following purposes:

- (1) critical illness or hospitalization of an immediate family member as defined in Article 25.3(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 Society;
- (4) birth of child, adoption or legal guardianship;
- (5) award or certification ceremony when employee, spouse or child is to be honoured.

25.5 Jury Duty

An employee who is subpoenaed for jury duty shall continue to receive full pay but will sign over to the Society any funds received for the jury duty.

25.6 Family Responsibility Leave

Leave shall be granted at the cost of a substitute to a maximum of three (3) work days 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.

25.7 Leave without Pay

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

25.8 Deferred Salary Leave

Deferred salary leave shall be administered under the *"York House School Deferred Salary Leave Program Memorandum of Agreement"*.

25.9 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 Society shall continue to pay its share of dental, medical services plan, extended health benefit, and group life insurance premiums.

25.10 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 Society. 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 Society for substitute costs.

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

25.11 Full-Time Union Leave

The Society 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.

25.12 Educational Leave

The Society supports the concept of leave for the purposes of advanced or special training which will be of benefit to the employee and the Society, 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 Society to regular employees requesting such leave shall be in accordance with the following provisions:

- (a) (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 Society 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 Society.
- (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 Society'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 Society'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.

25.13 Leave for Detached Duty

The Society 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 teachers for services requested by the Ministry of Education, Faculties of Education or other organizations provided that all costs to the Society are borne by the requesting organization.

25.14 Leave for Exchange Programs

Teachers wishing to participate in teacher exchange programs shall advise the Head 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 teacher exchange program, an employee shall be placed either in the position the employee held before taking the leave or in a comparable position.

25.15 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.

25.16 Religious Leave

The Society shall grant a teacher leave with pay to a maximum of (3) three days each school year for religious observance.

25.17 Personal Need Leave

The Society shall grant each full-time regular or continuing employee one (1) day 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 a substitute.

25.18 Compassionate Care Leave

- (a) For the purposes of this article, "*family member*" means individuals referred to in the Compassionate Care Leave Regulation OIC 738/2006, approved and ordered October 20, 2006.
- (b) Upon request, the Society shall grant an employee compassionate leave pursuant to Part 6 of the *British Columbia Employment Standards Act* for a period up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks or such other period as may be prescribed after the date the certificate is issued or, if the leave began before the date the certificate issued, the date the leave began.
- (c) The employee must give the Society a copy of the certificate as soon as practicable.
- (d) An employee may begin the compassionate care leave no earlier than the first day of the week in which the period under 25.18(b) begins.
- (e) A compassionate care leave ends on the last day of the week in which the earlier of the following occurs:
 - (1) The family member dies;
 - (2) The expiration of twenty-six (26) weeks or other prescribed period from the date the leave began.
- (f) A compassionate leave must be taken in units of **one** or more weeks.
- (g) If an employee takes a compassionate care leave and the family member to whom the leave applies does not die within the period referred to in the medical certificate, the employee may take a further leave after obtaining a new medical certificate in accordance with 25.18(b) and Sections 25.18(c) to (f) apply to further leave.

ARTICLE 26 - SICK LEAVE AND LONG-TERM DISABILITY**26.1 Sick Leave**

- (a) Sick leave is earned at the rate of one (1) day for each month of employment (excluding July and August for teachers). In their first year of employment, staff shall be credited in advance with four (4) sick leave days at the beginning of their employment. Beginning their fifth (5th) month, they will start to earn one (1) day for each month of employment (excluding July and August for teachers). In the event that the teacher leaves the employ of the Society prior to earning the four (4) days advanced at the commencement of the school year, the Society may deduct from the teacher's salary payments an amount equivalent to the used and unearned sick leave for that teacher.
- (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 eighty-five (85) 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 work days.
- (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 Society 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 Society. The Society 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.

26.2 Short-Term Indemnity

- (a) In the event that an employee is unable to work because of illness or injury who does not have sufficient sick leave accumulated to cover the absence prior to eligibility for long-term disability, the employee shall be entitled to access EI benefits for sickness.

26.3 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 and shall not be eligible to receive sick leave benefits.

26.4 Doctor's Certificate of Inability to Work

The Society may require an employee who is unable to work because of illness or injury to provide a statement from:

- (a) a medical practitioner qualified to practice in the province of British Columbia, or
- (b) the consulting physician to whom the employee is referred by the medical practitioner in (a) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
 - (1) where it appears that a pattern of consistent or frequent absence from work is developing;
 - (2) where the employee has been absent in excess of three (3) consecutive scheduled days of work;
 - (3) where at least thirty (30) days have elapsed since the last statement was obtained and the Employee has been in receipt of plan benefits throughout that period.
 - (4) where an employee claims sick leave immediately following or immediately before a major vacation period (summer vacation, Christmas vacation and spring break).

Benefits will cease to be paid when an Employee fails to provide satisfactory evidence of medical disability during the benefit period.

26.5 Employee to Inform Employer

The employee shall inform the Society as soon as possible of his/her inability to report to work because of illness or injury. The employee shall inform the Society of the date of return to duty, in advance of that date, in order that teacher on call teachers scheduled for that Employee can be notified.

ARTICLE 27 - HEALTH AND WELFARE

27.1 Entitlement to Health and Welfare Benefits

Health and welfare benefits shall apply to all regular probationary and continuing employees, excluding temporary employees, who work a minimum of fifty percent (50%) teaching load or nineteen (19) hours or more, covered by this Agreement. The Society shall provide the necessary enrolment forms. If an employee receives benefit coverage through their spouse, the employee may opt out of any of the plans detailed below. The Society shall assist the employees in claiming benefits under any of the plans by providing application forms and the names and addresses of the carriers. It is understood by both parties that any participation by the Society in cost of the premiums for any of the plans will not be compounded by any compulsory provincial or federal plans either in existence or introduced at a later date.

27.2 Commencement of Coverage

Benefit coverage shall commence three (3) months after continuous regular and continuing employment including probationary.

27.3 Basic Medical (MSP)

The Society shall pay sixty percent (60%) of the cost of the premium for the BC Medical Services Plan.

27.4 Extended Health Benefits

The Society shall pay one hundred percent (100%) of the cost of premiums of an extended health plan which shall include:

- (a) hospital co-insurance coverage
- (b) international travel assistance
- (c) speech therapy up to \$500
- (d) clinical psychology up to \$1250
- (e) podiatrist up to \$500
- (f) acupuncture up to \$500
- (g) audiocare (\$500 in 3 years)
- (h) physiotherapy (reasonable and customary charges)
- (i) masseur (reasonable and customary charges)
- (j) chiropractor (\$500 combined maximum and \$50/year for x-rays)
- (k) orthopaedic shoes (\$400 adults, \$200 child)
- (l) vision care (\$200 for 24-month period).

27.5 Dental Plan

The Society shall pay fifty percent (50%) of the cost of premiums of a dental plan which shall include reimbursement of expenses at:

- basic services (Plan A)100%
- major restorative services (Plan B).....75%
- orthodontia (Plan C)60%

The maximum lifetime payment for orthodontia shall be three thousand dollars (\$3,000) per member, spouse or dependent child.

27.6 Life Insurance

The Society shall pay one hundred percent (100%) of the premium payable on behalf of each employee covered by the life insurance plan. Participation in the plan is a condition of employment. The following coverage shall be provided:

- (a) 1½x annual earnings to a maximum of \$88,000
- (b) dependent life insurance of \$5000 (spouse) and \$2500 (child).

All amounts of coverage shall be rounded to the next one thousand of coverage.

27.7 Employment Insurance

Employment insurance coverage shall be provided during the term of this Agreement for regular and temporary employees who are eligible for such coverage under the provisions of the *Employment Insurance Act*.

27.8 Benefits During Pregnancy, Parental or Adoption Leave

Where an employee is on pregnancy, parental or adoption leave of absence, the Society shall continue to pay its share of the appropriate premiums for medical services plan, extended health, dental and group life insurance if the employee wishes to maintain coverage and pays their normal share of the appropriate premiums.

27.9 Medical Examinations

Where the Society requires an employee to submit to a medical examination or medical interview, it shall be at the Society's expense and on the Society's time.

27.10 Accidental Death and Dismemberment Plan

The Society shall pay one hundred percent (100%) of the cost of the premium of an Accidental Death & Dismemberment Plan.

27.11 Insurance Policies

A copy of the insurance policies with the carriers for the extended health care, dental, long-term disability, and group life plans shall be sent to the Union. The Society will consult with the Union before developing or distributing any pamphlet explaining the highlights of the Plans for distribution to employees. The cost of such a pamphlet shall be borne by the Society. In the event that the Society initiates a change in the master contract carriers during the life of this Agreement, it shall advise the Union. Extended health and dental plan provisions shall be made available to a same sex partner of an employee as long as the relationship between these two (2) individuals meets the same criteria of common-law spouse as defined by the benefit plan carriers.

27.12 Coverage for Dependent Children

Coverage of dependent children terminates upon their reaching age twenty-one (21) or twenty-five (25) if they are in full-time attendance at a recognized educational institute.

27.13 Reinstatement Upon Return from Leave of Absence

An employee who has discontinued coverage during a leave of absence will be automatically reinstated under the plan during the month following return to active service in the School if the leave of absence was less than six (6) months.

ARTICLE 28 - PENSION PLAN**28.1 Group RRSP Plan**

- (a) The Society and the employees shall continue the existing group RRSP Pension Plan. The contribution to the Plan for the employee and the Society shall each be six and one-half percent (6½%) of gross salary to the RRSP.
- (b) In addition to (a) for employees hired before September 1, 1983:
 - (1) The amount to be paid for pension top up shall be one hundred and ninety thousand dollars (\$190,000).
 - (2) The amount shall apply to the members who are employed by the Society as of June 29, 2001.
 - (3) Each member's entitlement will be paid on a monthly basis at the rate of three percent (3%) per year of their annual salary during their employment until the full amount of the entitlement has been paid.
 - (4) If a member retires prior to having received their full entitlement, the balance, without interest, shall be paid when the member reaches the age of sixty-five (65).
 - (5) Each member will be provided with his or her individual calculations of entitlement.

ARTICLE 29 - TECHNOLOGICAL CHANGE/ADJUSTMENT PLAN**29.1 Notice to Union**

If the Society 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 Society 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 Society 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; and
 - (6) a bipartite process for overseeing the implementation of the adjustment plan.

29.2 Adjustment Plan

If, after meeting in accordance with Article 29.1, the Society and the Union have agreed to an adjustment plan, the adjustment plan will form part of this Collective Agreement.

29.3 Training

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

ARTICLE 30 - GENERAL CONDITIONS**30.1 Payroll Deductions**

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

30.2 Copies of Agreements

The Society and the Union will share equally in the cost of printing the Agreement for members of the bargaining unit.

ARTICLE 31 - HEALTH AND SAFETY**31.1 Conditions**

The Society 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.

31.2 Safety Committee

The Society and the Union agree to establish an Occupational Health and Safety Committee. The Occupational Health and Safety Committee shall be comprised of personnel employed at the School. The composition will be determined through management and Union representatives employed at the School. Union representatives shall be appointed by the Union. 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 Society. 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.

31.3 Unsafe Work Conditions

- (a) The Society 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.

31.4 Work Environment

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

31.5 Investigation of Accidents

The Occupational Health and Safety Committee, as provided in Article 31.2, 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 Society shall immediately notify the Union of the nature and circumstances of the accident.

31.6 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 Head.

31.7 Unsafe Workplace Closure

In the event that the Society 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.

31.8 Industrial First Aid Requirements

Where the Society 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 Society.

The employee designated to perform Industrial First Aid duties shall receive an additional payment of eighty-four dollars and fifty cents (\$84.50) per month (September through June inclusive), to be increased in accordance with the grid lift changes applicable during the term of the Collective Agreement, commencing July 1, 2008.

31.9 Earthquake Preparedness

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

31.10 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;
- (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;
- (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, if necessary,
- (d) adequate instruction and training has been received from a qualified health care professional.

The Society 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 32 - PAYMENT OF SALARY

32.1 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 Society 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.

32.2 Part-month 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 FTE assignment.

32.3 Initial Placement on Salary Grid

- (a) Initial placement on the salary grid is determined by the category assigned by the Teacher Qualification Service and years of previous teaching experience. Where a teacher is not able or not eligible to access the TQS, the Society, based on the evidence provided by the teacher, shall determine the appropriate placement on the salary grid in accordance with the TQS criteria and requirements for each category. The rationale for the placement shall be made available to the teacher.

- (b) Salary Category 5/PB certified employees who have fifteen (15) units or equivalent of approved credits shall be paid on salary category 5/PA. All employees shall be eligible to apply provided the following conditions have been met:
- (c) *Criteria for Approval of Credits*
- (1) Credits must be equivalent to standards in British Columbia's public universities.
 - (2) The academic standing in all courses must be equivalent to second class or better save and except one (1) course in which a pass mark shall be acceptable.
 - (3) Courses taken must be in no more than two (2) areas of study relevant to the school system, although it is agreed that some courses are applicable to many areas of study. Fifteen (15) units or equivalent of credit completed on a Master's degree program relevant to the school system shall be acceptable, irrespective of the number of areas of study.
 - (4) Credits which have not been used to obtain salary category 5/PB shall be acceptable, provided that these credits comply with the other regulations contained herein.
 - (5) Credits must be in senior courses, i.e., courses numbered 300 or above. In exceptional cases, where it is required and used as a prerequisite, one (1) other course may be considered.
- (d) At the time of appointment, the Society shall advise each teacher in writing of the documentation required to establish initial scale placement.
- (e) Pending receipt of the necessary documentation, the teacher shall be placed at Step 0 (experience) and 4 (professional training).
- (f) Each teacher shall submit all documentation required by the Society to establish salary placement within two (2) months of commencement of employment.
- (g) 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.
- (h) The teacher shall be responsible for advising the Society in writing of delays which occur in obtaining the documentation necessitating an extension of the time limits. The Society shall not refuse a reasonable written request for an extension of time limits.
- (i) In the event that an extension is not granted, salary adjustment shall occur the month following receipt of the documentation.
- (j) The Society shall notify the teacher in writing of the category and experience placement that has been assigned.
- (k) 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 Head 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 10.

32.4 Increment Credit

- (a) For initial placement:
- (1) full increment credit 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 *Independent Schools Support Act of British Columbia*.

(2) one increment will be recognized for every ten (10) FTE school months of teaching experience in schools described in subsection (a)(1).

(3) the Society 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) FTE 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.

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

32.6 Meal Allowance

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

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

Reasonable receipted meal costs in excess of the stipulated amounts in this article shall, when incurred outside British Columbia, be reimbursed.

32.7 Kilometre Allowance

Kilometre allowance for all kilometres travelled on the Society's business shall be paid to employees required by the Society to use their own vehicles in the performance of their duties. The kilometre allowance shall be forty-seven (47¢) per kilometre, effective September 2007.

32.8 Personal Property Loss (New)

(a) *Private Vehicle*

Where an employee's vehicle is damaged by a student or is damaged through no fault of the employee during the performance of their duties, the Society shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of six hundred dollars (\$600).

(b) *Personally Owned Professional Material*

The Society shall reimburse an employee to a maximum of one hundred and fifty dollars (\$150) for loss, damage or personal insurance deductible to personally owned professional material brought to the employee's workplace to assist in the execution of the employee's duties, provided that:

(1) the loss or damage is not the result of negligence on the part of the employee claiming compensation;

- (2) the claim for loss or damage exceeds ten dollars (\$10);
- (3) if applicable, a copy of the claim approval from his/her insurance carrier shall be provided to the Society;
- (4) the appropriate "*Head or Designate*" reports that the loss was sustained while on assignment for the Society.

ARTICLE 33 - DURATION AND TERM OF AGREEMENT

33.1 Term of Agreement

The term of the contract shall be from September 1, 2007 to August 31, 2012.

33.2 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 Society 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.

33.3 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.

33.4 Commencement of Bargaining

Where a party to this Agreement has given notice under Article 33.2, the parties shall within fourteen (14) days after the notice was given commence collective bargaining.

33.5 Change in Agreement

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

33.6 Agreement to Continue in Force

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

ARTICLE 34 - TEACHERS ON CALL

34.1 Rate of Pay

- (a) A Teacher On Call who has a valid BC Teaching Certificate shall be paid a daily rate of one hundred and seventy dollars (\$170) inclusive of holiday pay.
- (b) The daily rate shall be increased by the same percentage increase and on the same dates as the teachers' salary grid is increased.
- (c) Placement on the salary grid will occur after twenty (20) continuous teaching days based on 1/189th of the teacher's grid placement for each day taught.
- (d) The minimum assignment for a teacher on call shall be one-half (½) day.
- (e) A Teacher On Call who is called in to an assignment in excess of one-half (½) day and a period shorter than one full day shall be paid the daily rate for the assignment.

(f) Call-out for two (2) blocks in the senior school and four (4) blocks in the junior school will constitute one-half (½) day assignment.

34.2 Application of Collective Agreement

The following articles of the Collective Agreement shall apply to Teachers On Call:

- Article 2 – Society's Rights
- Article 3 – Duties and Responsibilities of Teachers
- Article 4 – Union Security
- Article 5 – Union Recognition Rights
- Article 6 – Check Off of Union Dues
- Article 7 – Employer-Union Relations
- Article 8 – Joint Consultation Committee
- Article 9 – Discrimination and Harassment
- Article 10 – Grievance Procedure
- Article 11 – Arbitration
- Article 12 – Discipline, Suspension and Dismissal

LETTER OF UNDERSTANDING # 1
Re: Fiscal Dividend/Early Signing Incentive

I. FISCAL DIVIDEND

- (a) The parties agree that employees covered by the Collective Agreement excluding teachers on call will be paid an amount equivalent to the fiscal dividend, if any, paid to the Vancouver Teachers' Federation members in accordance with the terms of the Provincial Framework Agreement and the Vancouver Teachers' Federation Collective Agreement.
- (b) The payment will be made by the Society in three (3) equal annual instalments commencing the date of the payment of the fiscal dividend to the employees covered by the Vancouver Teachers' Federation Collective Agreement. The second and third instalments will be made in the two following years on or around the same date on which the fiscal dividend was paid in the first year.
- (c) Entitlement to the Fiscal Dividend will be based on the same criteria as applicable to the payment for the Early Signing Incentive, subject to the following:
- Paragraph II(d) does not apply to payment of the Fiscal Dividend.
 - In order to qualify for the first instalment of the Fiscal Dividend, employees must be working or be on paid leave on the date the payment of the fiscal dividend is made to employees covered by the Vancouver Teachers' Federation Collective Agreement.
 - Entitlement to a second and/or third instalment of the Fiscal Dividend will be based on continued employment at York House School on the date of payment.
 - No staff hired by the Society following the payment of the first instalment shall be entitled to payment for the second and/or third instalment.

II. EARLY SIGNING INCENTIVE

- (a) The Society will agree to pay the amount of three thousand and seven hundred dollars (\$3,700) to each 1.0 full-time equivalent continuing, probationary or temporary employee and such amount shall be prorated for employees working less than full-time (e.g. $\$3,700 \times \text{FTE days worked from September 1, 2006 to date of ratification of Collective Agreement divided by number of teaching days in the school year from September 1, 2006 to date of ratification of Collective Agreement}$).
- (b) The Early Signing Incentive payment shall be paid in two instalments. The first instalment in the amount of two thousand and seven hundred dollars (\$2,700) will be paid within three (3) business days of ratification of the Collective Agreement. The second instalment in the amount of one thousand (\$1,000) will be paid on or about September 1, 2008. Employees working less than 1.0 full-time equivalent for the year will receive a prorated amount of their total entitlement calculated as follows:
1. 73% of the total entitlement in the first instalment
 2. 27% of the total entitlement in the second instalment

For example, total entitlement for an employee who works 0.83 full-time equivalent will be \$3,083.33. The first instalment will be \$2,250.83 (73% of \$3,083.33) and the second instalment will be \$832.50 (27% of \$3,083.33).

- (c) Time spent on the following leaves shall not be deducted for the purposes of this calculation:
- all leaves with pay
 - pregnancy or parental leave

- days on approved WCB and LTD plan that commenced between September 1, 2006 and date of ratification.
- (d) In order to qualify for the Early Signing Incentive (both instalments), employees must be working or on paid leave on April 25, 2007. Paid leave includes the leaves described above.
- (e) The Early Signing Incentive payment is subject to the legal and statutory deductions including union dues. This payment is not included as pensionable earnings nor is it included for calculations of benefits.

**APPENDIX 1-A
Teacher Annual Salaries**

It is agreed that any percentage increases to the salary grid applicable to School District 39 (Vancouver) and the Vancouver Teachers' Federation for the 2011-2012 school year will apply including any changes to the grid structure, staff placement grid, and with the same effective dates.

July 1 2007 – Annual Salary

Steps	3EA	4PC	5PB	5PA	6M
0	\$40,863	\$40,863	\$44,869	\$48,542	\$49,292
1	42,908	42,908	47,118	51,009	51,759
2	44,951	44,951	49,368	53,475	54,226
3	46,996	46,996	51,617	55,942	56,693
4	49,040	49,040	53,866	58,410	59,160
5	51,085	51,085	56,116	60,877	61,626
6	53,130	53,130	58,365	63,343	64,093
7	55,174	55,174	60,614	65,810	66,560
8	57,219	57,219	62,863	68,277	69,028
9	59,262	59,262	65,112	70,743	71,494
10			67,362	73,211	73,961

July 1 2008 – Annual Salary

Steps	3EA	4PC	5PB	5PA	6M
0	\$41,884	\$41,884	\$45,991	\$49,755	\$50,525
1	43,980	43,980	48,296	52,284	53,053
2	46,075	46,075	50,602	54,812	55,581
3	48,171	48,171	52,907	57,341	58,110
4	50,266	50,266	55,212	59,870	60,639
5	52,362	52,362	57,519	62,399	63,167
6	54,458	54,458	59,824	64,927	65,696
7	56,553	56,553	62,130	67,455	68,224
8	58,649	58,649	64,435	69,984	70,753
9	62,567	62,567	66,740	72,512	73,281
10			71,117	76,917	77,942

Special Harmonization to the top scale only – effective July 1, 2008

July 1 2009 – Annual Salary

Steps	3EA	4PC	5PB	5PA	6M
0	\$42,931	\$42,931	\$47,141	\$50,999	\$51,788
1	45,080	45,080	49,504	53,591	54,380
2	47,227	47,227	51,867	56,182	56,971
3	49,375	49,375	54,230	58,775	59,563
4	51,523	51,523	56,593	61,367	62,155
5	53,671	53,671	58,957	63,959	64,746
6	55,820	55,820	61,319	66,550	67,338
7	57,967	57,967	63,683	69,142	69,930
8	60,115	60,115	66,046	71,734	72,522
9	64,131	64,131	68,408	74,325	75,113
10			72,895	78,840	79,891

July 1 2010 – Annual Salary

Steps	3EA	4PC	5PB	5PA	6M
0	\$43,790	\$43,790	\$48,084	\$52,019	\$52,823
1	45,981	45,981	50,494	54,663	55,467
2	48,172	48,172	52,905	57,306	58,110
3	50,363	50,363	55,315	59,950	60,754
4	52,553	52,553	57,725	62,594	63,398
5	54,745	54,745	60,136	65,238	66,041
6	56,936	56,936	62,546	67,881	68,685
7	59,126	59,126	64,957	70,525	71,329
8	61,318	61,318	67,367	73,169	73,973
9	65,414	65,414	69,777	75,811	76,615
10			74,353	80,417	81,488

APPENDIX 1-B
Support Staff Hourly Rates

Position	Effective Sept. 1, 2006	Effective July 1 ,2007	Effective July 1 ,2008	Effective July 1 ,2009	Effective July 1 ,2010
*School Receptionist	15.07	15.44	15.83	16.23	16.55
Custodian	17.62	18.06	18.51	18.97	19.35
Administrative Assistant	19.19	19.67	20.16	20.66	21.08
Supervision Aide	19.43	19.92	20.42	20.93	21.35
Library Technician	21.16	21.68	22.23	22.78	23.24
Building and Grounds Supervisor	23.26	23.84	24.43	25.05	25.55
Increase	2.50%	2.50%	2.50%	2.50%	2.00%

**based on vacation entitlement for the duration of the summer break.*

It is agreed that the wage rates listed for the Support Staff are for the incumbent employees only and that the parties have agreed that the starting wage rates for new or replacement employees may be different. If new or replacement employees are hired by the Society, the Society and the Union will negotiate appropriate starting rates of pay. It is understood that until the parties have agreed upon a starting rate of pay, the newly hired employees will receive the appropriate rate of pay identified in the Agreement.

It is agreed that support staff hourly rates will increase by any percentage equivalent to the percentage increase to the salary grid applicable to School District 39 (Vancouver) and the Vancouver Teachers' Federation for the 2011-2012 school year with the same effective dates.

APPENDIX 2
Allowances for Positions of Special Responsibility

1. The parties agree that the allowances for positions of special responsibility will be increased in accordance with the grid lift increases during the term of the Collective Agreement commencing July 1, 2008. Annual allowances for the following positions are:

Position	Allowance
Department Head	\$1,000
Technology Co-ordinator	\$1,000
Athletic Director	\$2,500
Stationery Purchasing (Junior School)	\$1,000
P.E. Junior School	\$1,000
School Liaison Coordinator	\$2,500
Outdoor Education Coordinator	\$5,000
Advanced Placement (4 credit course)	\$2,000
Advanced Placement (2 credit course)	\$1,000

2. The Society may at any time establish or discontinue any positions of special responsibility after consultation with the Workload Review Committee.
3. Department Heads shall be selected by the Society from time to time as required and are recognized as being bargaining unit positions.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Bill Rand, Board of Governors

Janet England, Bargaining Committee

Mehdi Khimji, Board of Governors

Chris Ruse, Bargaining Committee

Leslie Cliff

Kate Sutton Jones, Bargaining Committee

Eve Hunnings

Dennise Dombroski, Bargaining Committee

Mong Xuan Ha

Helen Shaughnessey, Bargaining Committee

Judith Anderson

Ken Holmes, Staff Representative

Sheila Puga, Staff Representative

Dated this _____ day of _____, 20 _____.