

VANCOUVER SCHOOL BOARD

VANCOUVER TEACHERS' FEDERATION  
(VESTA ADULT EDUCATORS' SUBLOCAL)

Collective Agreement

2004 July 01 - 2008 June 30

THIS AGREEMENT made at the City of Vancouver in the  
Province of British Columbia.

BETWEEN:

BOARD OF SCHOOL TRUSTEES OF SCHOOL  
DISTRICT No. 39 (VANCOUVER), a body  
corporate duly incorporated under the School Act  
of British Columbia, 1980, Chapter 875 and  
amendments thereto

(hereinafter referred to as "the Board")

OF THE FIRST PART

AND:

VANCOUVER TEACHERS' FEDERATION

(hereinafter referred to as "VTF (AE) or the Union")

OF THE SECOND PART



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## **PREAMBLE**

It is expressly understood and agreed between the Board and the VTF **(AE)** that the terms of this Agreement are subject to the provisions of any applicable legislation.

## **PURPOSE**

The purpose of the Agreement is to establish and maintain terms and conditions of employment agreed to between the Board and the VTF **(AE)** as contained herein, to encourage cooperation in providing quality education to students in an **Adult** Education Centre, to facilitate efficient operation of the **Adult** Education Centres, to promote harmonious relations between the parties and to provide expeditious procedures for the resolution of disputes which may arise as to the administration or interpretation of this Agreement.

## **ARTICLE 1 - GENERAL INFORMATION AND DEFINITIONS**

### **A. 1. Term of Agreement**

The term of this Collective Agreement shall be **2004 July 1 to 2008 June 30.** The operation of Section 50(2) of the Labour Relations Code is hereby excluded from this Agreement.

### **2. Renegotiation**

This Agreement shall be in full force and effect for the period specified and shall continue in full force and effect from year to year, thereafter, unless either party, within four (4) months immediately preceding the date of expiry of this Agreement or, any September 1st subsequent to expiry, if this agreement is not renegotiated by written notice, requests the other party to commence collective bargaining with a view to the conclusion of a renewal of this Agreement or of a new Collective Agreement.

### **3. Agreement In Effect**

In the event that the parties are unable by the expiry date of this agreement to conclude a Collective Agreement for the subsequent period the parties agree that the terms and conditions of this agreement will continue to have force and effect until the parties conclude and execute a new or revised Collective Agreement; provided, however, that if:

- (a) the Union strikes, or
- (b) the Board locks out employees

this Agreement shall, subject to the provisions of Article 1.A.4. terminate immediately.

### **4. Effect of Strike or Lockout on Benefits**

In the event that the terms and conditions of the Agreement are terminated by either strike or lockout, the benefits provided in Article 5. of this Agreement shall continue. The responsibility for the cost for the provision of said benefits shall be assumed by the VTF **(AE)**, unless agreed otherwise by the parties prior to the end of the strike or lockout.

## **ARTICLE 1 - GENERAL INFORMATION AND DEFINITIONS - (Continued)**

### **B. Management Rights**

The right to manage and operate the **Adult** Education Centres, and to organize and maintain the efficiency of employees, is the function and responsibility of the Board, subject to the terms and conditions of this Agreement. All rights and responsibilities concerning the operation of the Board's business not specifically restricted herein shall be reserved to the Board and be its sole responsibility.

### **C. Union Recognition**

The Board recognizes the VTF **(AE)** as the exclusive bargaining agent to bargain collectively for all employees, as defined in Articles 1.E.2. and 1.K.8. in **Adult** Education Centres as defined in 1.K.2. The Board recognizes the right of every employee to VTF **(AE)** representation as outlined in this Agreement and the Labour Relations Code of B.C.

### **D. Membership**

#### **1. Condition of Employment**

The Board shall require, as a condition of employment, that all employees of **Adult** Education Centres as defined in 1.K.2. become and remain members of the VTF **(AE)**, VESTA and the BCTF, as allowed under Section 15 of the Labour Relations Code, and complete the appropriate membership and assignment of dues form.

#### **2. Forwarding of Membership Forms**

Completed forms shall be forwarded to the VTF **(AE)** within fifteen (15) working days of the date of hiring.

#### **3. Deduction of Fees, Levies & Dues**

The Board shall, pursuant to Article 2.O., deduct from the salary of all employees any fees, levies and/or dues specified by the VTF **(AE)** in accordance with its Constitution and By-Laws and shall remit them to such organizations as specified in writing by the VTF **(AE)** within fifteen (15) working days of the payment of salary.

#### **4. Effect of Non-Payment**

No employee shall be deprived of employment by reason of loss of membership in the VTF **(AE)**, VESTA, or the BCTF for reasons other than the failure to pay the fees, levies and/or dues that all other members of the Union are required to pay.

#### **5. Effect of Withdrawing from Membership**

The Board agrees that the employment of any employee who withdraws from membership in any of the organizations in 1.D.4. shall be terminated by the Board.

## **ARTICLE 1 - GENERAL INFORMATION AND DEFINITIONS - (Continued)**

### **E. Contracting Out**

#### **1. The Board**

All duties of the type and kind normally and regularly performed by members of the bargaining unit shall continue to be performed by members of the bargaining unit and shall not be contracted out by the Board.

The provisions above do not preclude the following:

- (a) The performance of duties, including instruction, by **AEC Principals and/or Vice Principals** and/or supervisors and/or program advisors.
- (b) Visiting speakers presenting professional development workshops.
- (c) Individuals or groups interacting with students under the direction of an employee of the Board, including abuse prevention programs, mentors for students and family support workers.
- (d) Performers or guest speakers to supplement curricular programs.
- (e) The use of volunteers pursuant to Article 9.J.

#### **2. The Bargaining Unit**

It is acknowledged the Board operates other programs outside the scope of **Adult** Education Centres and other worksites. However, where components of these programs are funded through the fiscal framework and consist of the type and kind of work (excluding ESL and night school) performed by members of the bargaining unit, these components will be carried out by employees.

### **F. Picket Line**

#### **1. Right To Refuse to Cross a Legal Picket Line**

All employees covered under this Agreement have the right to refuse to cross or work behind a trade union picket line unless the same is declared illegal by the Labour Relations Board or a court of competent jurisdiction. Any employee refusing to report for duty for this reason shall be deducted full salary for each day so involved.

#### **2. Not a Violation of the Collective Agreement**

Refusal to cross a legal union picket line, pursuant to Article 1.F.1., encountered in carrying out Board business shall not be considered a violation of the Agreement nor shall it be grounds for disciplinary action by the Board.

#### **3. Exemption From Duties**

Employees shall not be required to do work or carry out duties normally performed by persons engaged in a strike, or locked out, nor shall employees be required to request, require, or direct students or volunteers to carry out such duties.

## **ARTICLE 1 - GENERAL INFORMATION AND DEFINITIONS - (Continued)**

### **F. Picket Line (Cont'd)**

#### **4. Performance of Duties**

Employees shall not be required to work with persons who volunteer to perform or are hired to perform the duties which would normally be carried out by those who are on strike or locked out. Those who choose to absent themselves will be deducted full salary for each day so involved.

### **G. Exclusions from the Bargaining Unit**

#### **1. Current Positions May Not Be Excluded**

Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of both parties.

#### **2. Notice Of New Positions**

The Board shall inform the VTF **(AE)** of all new excluded positions offered in **Adult** Education Centres and shall submit to the VTF **(AE)** a written position description of the new position within four (4) days of such notification.

#### **3. Legal Challenge**

The VTF **(AE)** shall have the right to use the appropriate legal channel to challenge the exclusion of a position from the bargaining unit.

### **H. On-Site Rights**

#### **1. Bulletin Board Usage**

The VTF **(AE)** shall be entitled to use existing bulletin board space to provide information to VTF **(AE)** members. Notices may be placed on and removed from the space allocated to the VTF **(AE)** only by VTF **(AE)** members.

#### **2. Use Of Facilities (**Adult** Education Centre Related)**

VTF **(AE)** members at individual **Adult** Education Centres shall be entitled to use **Adult** Education Centre and school facilities for VTF **(AE)** purposes at no additional cost to the Board. Proper notice shall be provided to the Administrator, **Adult** Education Centre, school or rental activities shall not be disrupted or interfered with by such activity.

#### **3. Use Of Facilities (Other Reasons)**

The VTF **(AE)** shall be entitled to use **Adult** Education Centre or school facilities for general meetings or other district-wide purposes. Such space shall be booked through the VSB rental office or the Administrator, as appropriate. The provision of such space shall be at no additional cost to the Board and is subject to availability.

## **ARTICLE 1 - GENERAL INFORMATION AND DEFINITIONS - (Continued)**

### **H. On-Site Rights (Cont'd)**

#### **4. Staff Room and Facilities**

- (a) Without the loss of classrooms, the Board will make every effort to provide a staff room and secure storage for personal effects after discussion and recommendation by the Staff Committee. This process will recognize budget and physical limitations.
- (b) The provision of materials and equipment will be discussed at the Staff Committee and will also recognize the above constraints.

#### **5. Computers for Staff Use**

At each **Adult Education** Centre the Administrator will work with the Staff Committee to timetable, for staff use, computers located in the **Adult Education** Centre excluding computers used for administrative purposes.

#### **6. Motor Vehicle Allowance**

Employees who qualify under the terms of the Board motor vehicle policy and allowance and are required to use their personal vehicles in the course of their duties will be paid under the terms of the policy. The allowance schedule will be provided to the Administrator on an annual basis and will be available to employees upon request.

#### **7. Safety and Security**

Pursuant to the W.C.B. Occupational Health and Safety Regulation (refer to Appendix C (Pg 82) in the Collective Agreement) regarding violence in the workplace, at each **Adult Education** Centre safety and security procedures will be developed and implemented by the Staff Committee with regard to the safe arrival, on-site safety and safe departure of employees, and for the reporting of incidents.

### **I. Access to Information**

Upon receipt of a written request from the VTF (**AE**), the Board agrees to make available financial and employee information under the following guidelines:

#### **1. Information of a Public Nature**

Within five (5) working days, two (2) copies of all prepared information of a public nature. This includes annual financial reports, audits, budgets, preliminary and final fiscal frameworks, and statements of final determination.

#### **2. Employee Information**

Within five (5) working days of a request, two (2) copies of accessible information on current employees showing their names, addresses, phone numbers, grid placement, seniority, social insurance numbers and assignment.

#### **3. Public Meetings**

Public meeting agendas and attachments, when they are issued.



## **ARTICLE 1 - GENERAL INFORMATION AND DEFINITIONS - (Continued)**

### **I. Access to Information (Cont'd)**

#### **4. Minutes of Meetings**

Minutes of public Board and representational committee meetings, when issued.

#### **5. Contracts**

Copies of employee contracts will be forwarded to the VTF **(AE)**.

#### **6. Leaves of Absence**

A list of employees on authorized leaves of absence, by October 10, December 10, March 10 and May 10 each year.

#### **7. Other Information**

Any other information which the Board, at its discretion, agrees to provide.

### **J. Right to Representation**

1. With at least two (2) working days' notice, at the request of an employee or an **AEC Principal/Vice-Principal**, a Staff Representative or designate at each **Adult Education Centre** shall attend a meeting between an employee and an **AEC Principal/Vice-Principal** if there is sufficient reason to believe discipline and/or a grievance may result. Should the meeting be scheduled during the hours of instruction the Staff Representative or designate shall be relieved of instructional duties with no loss of pay in order to be present.
2. A Staff Representative or designate at each **Adult Education Centre** shall, at the request of the Union, be relieved of instructional duties in order to investigate and/or participate in a grievance.
3. An employee has the right to Union representation while attending meetings with representatives of the Board, outside the **Adult Education Centre**, if there is sufficient reason to believe that the meeting will concern matters pertaining to a grievance, evaluation, lay-off, dismissal or disciplinary action.

### **K. Definitions**

1. **Summer Term** - is defined as courses and programs that are offered during the months of July and August.
2. **Adult Education Centre** shall mean
  - (a) the facility that houses an academic program that may consist of the following: a self-paced program, a credit program, a drop-in program, structured upgrading classes, structured credit classes, self-paced credit classes, as well as program advising areas and an administration area.
  - (b) the facility that administers an outreach program.
3. **Outreach Program** is a program offered at a site other than an **Adult Education Centre** or Learning Centre.

## **ARTICLE 1 - GENERAL INFORMATION AND DEFINITIONS - (Continued)**

### **K. Definitions (Cont'd)**

4. **Learning Centre** shall mean the room(s) or designated area(s) where students attend a self-paced, individualized program from literacy through to Grade 12 completion.
5. **Classroom(s)** shall mean the designated area(s) within the **Adult** Education Centre where structured upgrading or structured credit classes are held.
6. **Associate Superintendent** is the Associate Superintendent of Continuing and International Education (CIE).
7. **AEC Principal/Vice-Principal** is the Vancouver School Board employee who is appointed to manage an **Adult** Education Centre.
8. **Employee** shall mean a person employed by CIE in a work site as defined in 1. K. 2., 3., 4., and 5 above, in one of the following classifications:
  - (a) **Instructor** - Responsibilities may include assessing and appropriately placing students, developing and monitoring individual learning programs for students, instructing and evaluating students, meeting curriculum objectives of academic courses, and the development of instructional modules for such courses.
  - (b) **Instructional Assistant (IA)** assists with the instruction **and supervision** of students enrolled in the **Adult** Education Centre and is under the direction of **Instructor(s)**.
  - (c) **Instructor-In-Charge** shall be an Instructor appointed by the Board pursuant to Articles **2.L.2.(a)** and 7.D.1., 2., 3. who, in the absence but under the direction of the Administrator, is responsible for day-to-day decisions of the **Adult** Education Centre.
  - (d) **Department Head** shall be an Instructor appointed by the Board pursuant to Articles **2.L.2.(c)** and 7.D.1., 2., 3. for a two (2) year period to **function as a curricular leader in curriculum development and to provide Instructors with resources and curriculum assistance.**
  - (e) **Senior Instructor** shall be an Instructor appointed by the Board pursuant to Article 7.D.1., 2., 3. for a one (1) year period to provide day-to-day **assistance** to adult educators and volunteers in a Learning Centre.
  - (f) **Outreach Worker** shall be an Instructional Assistant appointed by the Board whose **primary** responsibilities are community **outreach including** promoting community awareness; developing liaison with community organizations, government agencies, and educational institutions **and student support including** assisting in student follow-up; recruiting and **orienting** volunteers, **and monitoring student attendance.**
  - (g) **Computer Team Leader** shall be an Instructional Assistant appointed by the Board. Along with ensuring the programs on networked systems are functioning appropriately, the computer team leader, under the supervision of an Instructor, assists students with the use of computer-based programs.
9. **Employee-on-Call** is an employee hired to relieve an employee on an hourly basis as and when required.

## **ARTICLE 1 - GENERAL INFORMATION AND DEFINITIONS - (Continued)**

### **K. Definitions (Cont'd)**

10. **School Year** - is defined as commencing July 1 and ending June 30.
11. **VTF (AE)** shall mean the bargaining agent representing employees of the VSB as defined in Articles 1.E.2. and 1.K.8.
12. A term shall be defined as
  - (a) For structured courses, the scheduled length of the course.
  - (b) For drop-in and self paced,
    - (i) For **Adult** Education Centres operating on a tri-mestered system, from September to the end of December, January to the end of March, and April to the end of June. Actual beginning and ending dates will vary from **Adult Education** Centre to **Adult Education** Centre.
    - (ii) For **Adult** Education Centres operating on a quarter system, the term will correspond with the schedule of the structured ungraded courses.

### **L. Printing of the Agreement**

1. The printing of the Agreement shall take place **within two (2) months, excluding July and August,** after ratification.
2. The Board and the VTF **(AE)** shall assume joint responsibility for the preparation for printing of the ratified Agreement.
3. The Board shall provide copies of the Agreement **in 8 1/2" x 11" format in a white coloured cover** to be distributed as follows:
  - (a) One (1) copy for each employee **including EOC's.**
  - (b) **Thirty (30)** additional copies for the VTF **(AE)**.

## **ARTICLE 2 - SALARY**

### **A. Instructors' Placement On Scale**

1. Placement on the salary scale shall be determined in accordance with experience and with the category assigned by the Teachers' Qualification Service (T.Q.S.), except as otherwise provided for in this Agreement.
2. The salary categories are established in accordance with years of preparation and certification.
3. Employees with a T.Q.S. certification will be paid on the appropriate scale, other than those in 6(PA), which shall be handled in accordance with Article 2.B.

## **ARTICLE 2 - SALARY - (Continued)**

### **A. Instructors' Placement On Scale (Cont'd)**

4. Employees without a B.C. teaching certificate shall be paid in accordance with the following:

Salary Category	Qualification
3(EA)	No university degree
4(PC)	Bachelor's degree (equivalent to U.B.C. if from another university)
5(PB)	Bachelor's degree and an adult education diploma (or equivalent diploma and degree to U.B.C. if from another university); Master's degree (equivalent to U.B.C. if from another university)
6(PA)	Master's degree and an adult education diploma (or equivalent diploma and degree to U.B.C. if from another university).

5. Initial placement of an Instructor on the scale in 4. above will be made by the Associate Superintendent **or designate**, upon the recommendation of the Administrator.
6. There shall be a Joint Salary Review Committee composed of two (2) representatives from CIE and two (2) from the VTF **(AE)** to hear appeals of the decision regarding placement and recognition of experience. T.Q.S. placements will not be subject to this process, or to a grievance.
7. The Joint Salary Review Committee shall meet as required.
8. A unanimous decision shall be binding on the individual and the parties. Should the Joint Salary Review Committee fail to reach a unanimous decision, the decision shall be open to grievance.
9. At the time of appointment, the Administrator shall advise the Instructor, in writing, of the documentation required to establish initial scale placement.
- The Administrator shall notify the Instructor, in writing, of the initial category and experience placement that has been assigned.
- The Administrator shall make the initial placement of the Instructor on the salary scale. Placement shall be confirmed and salary adjusted retroactively, where necessary, when the Instructor presents proof of qualifications. The VTF **(AE)** shall be notified of the placement on the salary scale of all newly appointed Instructors within five (5) days following the first payroll date.
10. Upon receipt of documentation which establishes a salary category different from that in which the Instructor was initially placed, a salary adjustment shall be effective retroactive to the time of initial placement. The maximum retroactive pay will be one (1) year prior to the receipt of the new documentation.

### **B. Salary Category 6(PA)**

1. Salary category 5(PB) certificated employees who have fifteen (15) additional units or equivalent of approved credit shall be paid on salary category 6(PA) and shall be eligible to apply provided the following conditions in Articles 2.B.2. and 2.B.3. are met.

## **ARTICLE 2 - SALARY - (Continued)**

### **B. Salary Category 6(PA) (Cont'd)**

#### **2. Criteria for Approval of Credits**

- (a) Credits must be equivalent to standards in British Columbia's public universities.
- (b) 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.
- (c) Courses taken must be in no more than two (2) areas of study relevant to the adult education program. The courses to be taken must be approved, preferably prior to commencement, by the Joint Salary Review Committee. 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.
- (d) 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.
- (e) 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 as set forth in Article 2.B.3.

#### **3. Evaluation of Credits**

- (a) A committee of Instructors from the Union shall evaluate the applications.
- (b) The Union shall provide application forms. All completed application forms must be sent to the offices of the Union for consideration rather than to the offices of the Board. The initial screening of such applications shall be done by the committee of employees specified in Article 2.B.3.(a) in accordance with the regulations contained herein.
- (c) If the committee of Instructors approves an application, the application shall be forwarded to the Board.
- (d) If the Board approves an application, the Board shall notify the applicant and the applicant's salary category shall be changed in accordance with these regulations.
- (e) If the Board does not approve an application, on the request of the applicant the application shall be reviewed by the Joint Salary Review Committee. The Joint Salary Review Committee shall notify the applicant concerned of the decision and of the reasons therefor.
- (f) The Joint Salary Review Committee shall assume the responsibility of advising in writing any Instructor who seeks advice in advance, on the acceptability of courses.

## **ARTICLE 2 - SALARY - (Continued)**

### **B. Salary Category 6(PA) (Cont'd)**

#### **4. Effective Dates**

Employees whose applications are approved by the Board shall be given placement on the higher salary category and retroactive salary payment based on the effective date of the employee's T.Q.S. card and with effect from one of the following periods:

January 01 for applications received by the Union specified in Article 2.B.3. by January 31 of that year, and

September 01 for applications received by the Union specified in Article 2.B.3. by September 30 of that year.

### **C. Instructor's Experience Recognition**

1. A year of experience for salary increment purposes for instructors shall be calculated pursuant to Article 9.D.
2. Periods of full-time assignments and part-time assignments shall be added together for accumulation of aggregate experience credit.
3. Increments shall be applied on the first day of the subsequent term following the date in which a year of aggregate experience is earned.
4. Hours of teaching experience for Instructors shall be credited upon initial placement and upon return from personal leave of absence during which experience was earned for:
  - (a) Teaching service in schools governed by the Act, in a faculty of a British Columbia university, or in a faculty of a community college or a technical institute in B.C.
  - (b) Teaching service in government schools or in other similar government institutions where teaching is involved, where the service is deemed by the Associate Superintendent or designate to be equivalent to that of a teacher in the public school system.
  - (c) Teaching service in:
    - (i) A government financed and inspected school, a government accredited school or college; or
    - (ii) A faculty of a recognized university (full-time basis) or a faculty of a recognized community college or a recognized technical institute; or
    - (iii) A recognized university or recognized community college or a recognized technical institute as a non-faculty member provided such person held a valid teaching certificate recognized in B.C. at the time of said experience.

The above experience may have been earned in any part of Canada or in any country where the Instructor's experience is relevant to the Vancouver school system.

## **ARTICLE 2 - SALARY - (Continued)**

### **C. Instructor's Experience Recognition (Cont'd)**

4.
  - (d) Teaching service, as a certificated teacher, in schools which qualify as classification group 2 schools, under Section 6 of the Independent Schools Support Act, provided that in all cases the Instructor had held qualifications as a certificated teacher at the time of such experience.
  - (e) Department of National Defence Schools where the Instructor's experience is relevant to the Vancouver School Board.
  - (f) Trade or technical experience if such experience is related to the subject(s) being taught by the Instructor concerned, up to a maximum of four (4) years.
5. Experience credit shall be earned based on the average hours contracted in the previous three (3) terms (rounded to the nearest hour) for:
  - (a) Approved leave to BCTF, VTF (AE) or CTF.
  - (b) Approved leave to the Ministry of Education.
  - (c) Approved leave to a recognized university or college.
6. Experience credit shall be earned from the effective date of the following leaves, based on the average hours contracted in the previous three terms (rounded to the nearest hour) during the leave for:
  - (a) Absence while on paid leave of absence.
  - (b) Absence while on maternity leave.
  - (c) Absence while on paid sick leave or Workers' Compensation Leave.

### **D. Instructor's Changes in Certification or Experience**

1. A change in the rate of pay as a result of improved certification or qualification or experience shall become effective on the first day of the subsequent term following the month in which the qualification or certification was achieved.
2. Upon request, CIE shall advise Instructors, in writing, of any documentation required to establish a rate of pay category placement. It is the responsibility of the Instructor to provide documentation as soon as possible.
3. Where an application for a change in the rate of pay category credit has been denied by CIE, CIE shall inform the Instructor, in writing, of the reasons for the denial.
4. The above process will also apply to experience earned in accordance with 2.C.4.

### **E. Instructional Assistant Experience Recognition or Experience**

1. A year of experience for salary increment purposes for Instructional Assistants shall be calculated pursuant to Article 9.D.
2. Periods of full-time, part-time and on-call assignments shall be added together for accumulation of aggregate experience credit.

## **ARTICLE 2 - SALARY - (Continued)**

### **E. Instructional Assistant Experience Recognition or Experience (Cont'd)**

3. Increments shall be applied on the first day of the subsequent term following the date in which a year of aggregate experience is earned.
4. Experience credit shall be earned based on the average hours contracted in the previous three (3) terms (rounded to the nearest hour) for approved leave to BCTF, VTF **(AE)** or CTF.
5. Experience credit shall be earned from the effective date of the following leaves, based on the average hours contracted in the previous three (3) terms (rounded to the nearest hour) during the leave for:
  - (a) Absence while on paid leave of absence.
  - (b) Absence while on maternity leave.
  - (c) Absence while on paid sick leave or Workers' Compensation Leave.
6. Should an Instructional Assistant be selected for an Instructor position, he/she shall be placed at the bottom step of the appropriate scale, unless he/she has applicable experience credit that would normally be used to determine an Instructor's placement on scale.

### **F. For Implementation of Initial Collective Agreement**

1. Instructors who have been deemed qualified by the Board to teach academic or ungraded courses/drop-in shall not receive a reduction in instructional hours based on the redefining of qualifications in this Collective Agreement.
2. Employees presently on staff will not suffer any loss or reduction in hourly rate of pay as a result of the implementation of any of the following salary schedules.

### **G. Salary Payment**

1. Employees shall be paid on a bi-weekly basis, based on earned salary, including while on a summer assignment, by direct deposit on the Friday of each pay week, with a one (1) week holdback as per current practice.
2. Adjustment of salary for periods of sickness not covered by sick leave shall be on the basis of the appropriate hourly rate.
3. Where a class cancellation or an involuntary reduction in hours occurs, or a class is reassigned to another Instructor, an Instructor with a continuing contract who experiences the resulting loss of work shall be provided for pursuant to Article 14. If not reassigned, the Instructor shall be entitled to a payment equivalent to the pay for six per cent (6%) of the total hours cancelled.



## ARTICLE 2 - SALARY - (Continued)

### H. Salary Schedules (Cont'd)

#### 1. Instructors:

Vancouver Teachers' Federation (**VESTA AE Sublocal**)

Collective Agreement Dates: **2004 July 01 - 2008 June 30**

Salary Scale Effective Dates: **2004 July 01 - 2008 June 30**

Years of Experience	3/EA	Plus 10%*	4/PC	Plus 10%*	5/PB	Plus 10%*	6/PA	Plus 10%*	6/M	Plus 10%*
1	\$ 37.47	\$ 41.22	\$ 40.94	\$ 45.03	\$ 44.96	\$ 49.45	\$ 48.65	\$ 53.51	\$ 49.41	\$ 54.35
2	\$ 39.06	\$ 42.97	\$ 42.94	\$ 47.23	\$ 47.18	\$ 51.90	\$ 51.12	\$ 56.23	\$ 51.84	\$ 57.03
3	\$ 40.64	\$ 44.71	\$ 44.94	\$ 49.43	\$ 49.39	\$ 54.33	\$ 53.57	\$ 58.92	\$ 54.33	\$ 59.76
4	\$ 42.21	\$ 46.43	\$ 46.92	\$ 51.62	\$ 51.61	\$ 56.77	\$ 56.05	\$ 61.65	\$ 56.80	\$ 62.47
5	\$ 43.79	\$ 48.17	\$ 48.92	\$ 53.82	\$ 53.81	\$ 59.19	\$ 58.53	\$ 64.38	\$ 59.28	\$ 65.20
6	\$ 45.37	\$ 49.90	\$ 50.92	\$ 56.01	\$ 56.03	\$ 61.63	\$ 61.00	\$ 67.10	\$ 61.75	\$ 67.92
7	\$ 46.93	\$ 51.63	\$ 52.91	\$ 58.20	\$ 58.25	\$ 64.08	\$ 63.47	\$ 69.81	\$ 64.22	\$ 70.64
8	\$ 48.51	\$ 53.36	\$ 54.90	\$ 60.39	\$ 60.44	\$ 66.49	\$ 65.94	\$ 72.53	\$ 66.69	\$ 73.36
9	\$ 50.08	\$ 55.09	\$ 56.90	\$ 62.59	\$ 62.66	\$ 68.92	\$ 68.42	\$ 75.26	\$ 69.17	\$ 76.08
10			\$ 58.90	\$ 64.79	\$ 64.87	\$ 71.36	\$ 70.89	\$ 77.98	\$ 71.63	\$ 78.79
11					\$ 67.10	\$ 73.81	\$ 73.36	\$ 80.70	\$ 74.11	\$ 81.52

\* See Article 5.A.2

**Note: "Years of Experience" is replaced by "Increment Steps". For experience recognition provisions see Articles 2.C. and 2.D.**

## **ARTICLE 2 - SALARY - (Continued)**

### **H. Salary Schedules (Cont'd)**

#### **2. Instructional Assistants**

##### **(a) Instructional Assistant**

<b>Years of Experience</b>	<b><u>Hourly Rate</u> <u>2004 July 01</u></b>
1	\$ 17.71
2	\$ 19.33
3	\$ 20.35
4	\$ 21.15
5	\$21. 96

**NOTE: "Years of Experience" is replaced by "Increments Steps". For experience recognition provisions see Article 2.E.**

3. The following rates shall apply to these positions:

	<b><u>Hourly Rate</u> <u>2001 July 01</u></b>	<b><u>Hourly Rate</u> <u>2002 July 01</u></b>	<b><u>Hourly Rate</u> <u>2003 July 01</u></b>
Computer Team Leader	\$23.17	\$ 23.75	\$ 24.34
Outreach Worker	\$25.02	\$ 25.65	\$ 26.29

4. Four per cent (4%) of salary received as an Instructional Assistant ,(Outreach Worker, Computer Team Leader) shall be paid to employees, in lieu of annual vacation pay, at the end of each term.

#### **5. Increases to Scale**

The above rates will be increased over the life of the contract in the same percentage as VSB/VTF (K to 12) general increases. This will not apply when specific increases are negotiated for VTF **(AE) Adult** Education Centre employees.

#### **6. Instructors-on-Call**

One hundred per cent (100%) of the hourly rate equivalent of the teachers' on-call rate as published in the VSB/VTF (K-12) Collective Agreement, inclusive of statutory holiday and annual vacation pay.

<b>(Number of Days)</b>	<b>2001 July 01 (1-4)</b>	<b>2002 July 01 (1-4)</b>	<b>2003 July 01 (1-4)</b>	<b>(Over 4)</b>
Less than Professional	\$ 29.37/hr	\$ 30.10/hr	\$ 30.85/hr	On scale
Professional Equivalent	\$ 30.45 /hr	\$ 31.21/hr	\$ 31.99/hr	On scale

In addition, ten per cent (10%) shall be paid in lieu of bonuses/benefits other than statutory holiday and annual vacation pay when on scale.

## **ARTICLE 2 - SALARY - (Continued)**

### **H. Salary Schedules (Cont'd)**

#### **7. Instructional Assistants-on-Call**

Instructional Assistants on call shall be placed at the first step of the Instructional Assistants' salary grid.

In addition, 18.2% (if on superannuation 12.2 %) shall be paid in lieu of bonuses/benefits, statutory holiday and annual vacation pay.

### **I. Employees-On-Call**

1. The minimum call-out for an Employee-on-Call shall be two (2) hours.
2. Non-instructional days occurring during the first to fourth day of a call out shall not count as a day of work but shall not interrupt placement on scale.
3. Placement on scale of the Employee-on-Call who has instructed for more than four continuous days shall not be jeopardized by:
  - (a) A non-instructional day.
  - (b) A strike or lockout.
  - (c) Board initiated **Adult** Education Centre closure.
4. In the event that an Employee-on-Call's assignment is interrupted by the return of an employee who subsequently is absent within two (2) working days, the Employee-on-Call shall be reassigned and the assignment shall proceed as if it had not been broken for the purposes of the salary which depend on the length of the assignment.

### **J. General Holidays**

1. Subject to 2.J.2., the following general holidays (or days in lieu, where declared) shall be observed and paid at the regular rate of the adult educator:

New Year's Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
BC Day

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

2. All employees who are continuing or temporary shall be eligible to receive pay for those general holidays which fall on days on which they otherwise would have worked.
3. Additional general holidays shall be any day proclaimed to be a public holiday by the Provincial or Federal Government and by the Board.
4. All hours worked on a general holiday shall be paid for at double time in addition to regular pay.

## **ARTICLE 2 - SALARY - (Continued)**

### **K. Positions of Special Responsibility**

1. Prior to the introduction of new positions of special responsibility the VTF **(AE)** will be consulted and its input considered.

2. Employees appointed to the following positions shall, during the term of the position, receive an allowance (in addition to salary according to the current scale) as follows:

- |     |                      |  |
|-----|----------------------|--|
| (a) | Instructor in Charge | \$3.00 per hour  |
| (b) | Senior Instructor    | \$1,500 per year (4.5 employee FTE or more)              |
| (c) | Department Head      | \$3,000 per year - major (over 4.5 FTE<br>Instructors)   |
|     |                      | \$1,800 per year - minor (3.0 to 4.5 FTE<br>Instructors) |

The above will be prorated when an employee misses a term from 1 September to 30 June. It is understood that courses/subjects with related curricula may be grouped by the Administrator at his/her discretion, in order to facilitate establishment of a department.

### **L. Qualifications**

1. Only Instructors with category five or six placement and a B.C. Teacher's Certificate may teach academic credit 11 and 12 courses, or be appointed Department Head.
2. Instructor-in-Charge hours and Senior Instructor positions shall be assigned to Instructors with a category five or six placement and a B.C. Teacher's Certificate (or a U.B.C. adult education diploma or equivalent diploma from a university other than U.B.C.).
3. Instructors with Instructor-In-Charge hours shall be paid the hourly allowance for each hour worked between the hours of 4:30 pm and the regularly scheduled closing time and for weekend hours of operation for the **Adult** Education Centre in which the Instructor-In-Charge hours have been assigned.

### **M. General Benefits Information**

1. The Board shall provide each new employee with an application or enrolment form for participation in the applicable benefit plans.
2. The Board shall advise new employees annually in writing within sixty (60) days of commencement of duties, of benefit plans available to employees and the cost of those plans.
3. The Board shall provide to each employee covered by this Agreement, information, and advice where requested and appropriate, about benefit plans covered by the Agreement. It is understood that the Board incurs no liability concerning this advice or information.

## **ARTICLE 2 - SALARY - (Continued)**

### **N. Deductions**

The Board shall deduct in regular installments from employees' salary cheques and shall transfer to the appropriate authority:

1. VTF **(AE)** fees including such associated fees as required by the VTF **(AE)**.
2. Contributions to the Teachers' Pension Plan (or Municipal Superannuation Plan if the employee is not eligible for enrolment in the Teachers' Pension Plan), if eligible.

## **ARTICLE 3 - APPOINTMENTS**

### **A. Employment Contracts**

1. **Continuing status** attained as outlined in 3.A.3. will mean that the employee will, subject to Article 8 and Article 14, have the right to at least the same number of hours per year of work as defined by Articles 9. D. and 3. D. 6.
2. An employee **with temporary status** is one who has been contracted **on temporary assignment(s)** for the first ten (10) months of employment. Such an employee shall receive a contract from the Board documenting the starting date and completion date of each temporary **assignment**.
3. An employee shall be converted to continuing **status** if he/she has ten (10) months of **temporary assignments** in the previous twelve (12) calendar months **and begins a subsequent contracted assignment** pursuant to Article 7.A.3.
4. An Employee-on-Call who has been continuously employed for thirty per cent (30%) of an assignment's scheduled duration, for a minimum of twenty (20) working hours, shall receive a temporary contract retroactive to the first day of his/her assignment, with all accompanying salary and sick leave credits.
5. **After the employee is converted to continuing status, the VSB shall immediately inform the employee of the number of hours the employee is entitled to, and a copy shall be sent to the VTF (AE) President.**

### **B. Salary and Benefits on Temporary Contract**

1. An employee on a temporary contract shall be paid on the bi-weekly payroll at an hourly rate of salary based on his/her position. For Instructors, the rate will be based on their qualifications and experience in accordance with Article 2. A. and 2.C.
2. An employee on a temporary contract is eligible for all benefits in accordance with Article 5.A., and provisions of the Agreement, except for the following:
  - (a) Leaves of one (1) month or more. Leaves of indeterminate length (eg. W.C.B. top-up, jury duty, Maternity SUB plan) will be paid up to two (2) months, or to the end of the contract or term, whichever is shorter.
  - (b) Layoff, severance and recall.
  - (c) Transfer provisions (Article 7).
  - (d) Educational leave.
  - (e) Articles which specifically exclude employees on a temporary contract.

### **ARTICLE 3 - APPOINTMENTS - (Continued)**

#### **C. Full-Time Employment**

A full-time assignment will be twenty-five (25) hours per week for Instructors, thirty-five (35) hours per week for Instructional Assistants. With the agreement of the Instructor, he/she may work greater than twenty-five (25) hours per week pursuant to Article 9.E. and 9.G.

#### **D. Summer Session**

1. CIE agrees to offer summer contracts in the employees' current position(s) and/or qualified area(s) in the following order:
  - (a) Continuing employees working at the **Adult Education** Centre in which the contract is to be offered
  - (b) Continuing employees working at other **Adult Education** Centres.
  - (c) Employees on the replacement work list
  - (d) All others.
2. Employees who accept a summer contract in the same classification will continue to be paid at their normal rate, with their pay cycle continuing without interruption or rescheduling.
3. In the event that a summer contract of a continuing employee is cancelled due to lack of enrollment, the following process shall apply only within the **Adult Education** Centre.
  - (a) If there are no employees with less seniority than the affected employee teaching courses/programs for which the affected employee is qualified no reassignment shall take place, or
  - (b) If there are employee(s) with less seniority in the area of qualification(s) of the affected employee then:
    - (i) A course/program with the same number or fewer scheduled hours that does not conflict with the affected employee's schedule will be re-assigned from the employee with the least seniority to the affected employee. Reasonable efforts shall be made to provide schedule adjustments prior to determining whether a conflict does exist.
  - (c) Pursuant to 4.(b) above if the employee who experienced the cancellation does not have the same number of hours as before the cancellation, the same process will be repeated with the understanding that no more than two **(2)** least senior employees shall be affected by the reassignment.
4. No reassignment(s) under this article shall result in an employee having more hours for the summer term than were originally assigned.
5. A contract issued for the summer term is not considered an addition or reduction of hours of any employee's regular continuing contract.
6. CIE is not obligated to offer a summer term and no employee is required to work in the summer term.

### **ARTICLE 3 - APPOINTMENTS - (Continued)**

#### **E. Part-Time Employment**

1. An employee **with continuing status** may request **a reduction of contracted hours** for up to one **(1)** year, specifying the number of courses or fraction of time for that part-time assignment, **stating the start and end of the part-time request**. Such a request shall be made in writing two (2) months prior to the **start of the requested reduction, exclusive of the summer term**. The Board shall not unreasonably refuse such a request.
2. When a request under 3.E.1. is granted the employee shall have the right, upon completion, to return to his or her original assignment. If his or her original assignment does not exist, the employee shall have the right to a comparable assignment for which he/she is qualified.
3. A part-time employee, for the purpose of purchasing pensionable service shall, upon application for such status, be considered to be on leave of absence for the balance of his/her previous assignment **as per the Pension Corporation where and when applicable**. The full cost of pension contributions for the on-leave portion of the assignment shall be borne by the employee. **A copy of the employee's application and the Board's response shall be sent to the employee.**

### **ARTICLE 4 - HEALTH AND SAFETY**

#### **A. District Health and Safety Committee**

1. When an employee is a member of the District Health and Safety Committee, and is required to perform a function of this committee during their scheduled work hours, the Board shall provide the employee with release time necessary to perform this function.
2. The District Health and Safety Committee shall ensure that each worksite has a minimum of two (2) current copies of the W.C.B Occupational Health and Safety Regulation of the Workers' Compensation Act and two (2) copies of the Workplace Hazardous Materials Information System (WHMIS) Information Kits.
3. The Board shall ensure that the Workplace Hazardous Materials Information System (WHMIS) is fully implemented in all **Adult** Education Centres.
4. The Board shall provide an education program to ensure that employees engaging in the use of hazardous materials understand the WHMIS labels and the Material Safety Data Sheets (MSDS) and are fully instructed in precautionary measures concerning specific materials.

#### **B. Worksite Health and Safety**

1. Health and Safety Committees will be established in each **Adult** Education Centre as required by the Workers' Compensation Act and Regulations. Where such committees are not so required, health and safety matters will be handled in accordance with Article 11.C. (Staff Committee).
2. Where an employee is required to perform any health or safety inspection(s) during their scheduled work day, the Board shall provide the employee with the necessary release time to perform this function.

## **ARTICLE 4 - HEALTH AND SAFETY - (Continued)**

### **C. Safety of Working Conditions**

1. Where an employee believes that a work condition may be unsafe, he/she shall report such condition to the Administrator. The matter shall be resolved at the local level whenever possible.
2. An employee shall, in accordance with Regulation 3.12 and 3.13 of the W.C.B. Occupational Health and Safety Regulation (refer to Appendix D (Pg 83) of the Collective Agreement), have the right to refuse work if that person has a reasonable cause to believe that there exists an undue hazard to his/her health or safety. Where such cause exists, he/she shall not be disciplined for refusal to work. He/she shall report the condition immediately and refer the matter to his/her Administrator and will participate, in accordance with Regulation 3.12 of the W.C.B. Occupational Health and Safety Regulation, in the investigation of the matter.
3. Whenever practical worksite temperatures will be maintained at a comfortable level during scheduled hours of operations.

## **ARTICLE 5 - BENEFITS**

### **A. Eligibility**

The following benefits shall be made available to employees covered in this Collective Agreement on the following basis:

1. Employees contracted to work 12.5 hours or more (combined scheduled and preparation time) per week will be eligible to participate in all benefits with the Board paying its full share of premiums.
2. Employees contracted to work less than 12.5 hours (combined scheduled and preparation time) per week will receive ten per cent (10%) additional salary in lieu of benefits.
3. Employees at less than 12.5 hours (combined scheduled and preparation time) who wish to participate in benefits shall not receive the ten per cent (10%) in lieu and shall pay the additional premium cost beyond ten per cent (10%) of his/her salary.
4. Employees who qualify for benefits in a given term will qualify for benefits in the following term, subject to the following:
  - (a) Any reduction below 12.5 hours (combined scheduled and preparation time) which was not at the request of the employee.
  - (b) Benefits for employees whose hours drop below 12.5 hours (combined scheduled and preparation time) during the term will have benefits continued for the remainder of the term but must contract for over 12.5 hours (combined scheduled and preparation time) in the following term to maintain benefits.
  - (c) Employees who receive benefits in a term will receive, at their discretion, benefits for the following term, even if not contracted, provided they pre-pay their share of benefits.
  - (d) Employees who have coverage elsewhere may elect to not participate in a benefit upon satisfactory proof of such coverage.



## **ARTICLE 5 - BENEFITS - (Continued)**

### **B. Carriers**

The Board and the Union shall hold joint ownership of the medical and dental plans, and any changes in the plans affecting carrier or coverage shall be by the mutual agreement of the parties. Such agreement shall not be unreasonably withheld. The Board shall pay such portion of premiums as is specified in this Agreement and as increased by the carrier from time to time, as well as continuing to provide, at the Board's expense, the following services:

1. Enrolment of new members.
2. Notice of termination of withdrawing members.
3. Notification to the carrier of change of status or address of members.
4. Collection and forwarding of premiums paid by members.

Benefits shall be available to common-law relationships (including same-sex couples) on the basis that proof must be submitted of a two (2) year relationship of cohabitation during which the partner has been represented as the employee's spouse.

### **C. Medical Services**

Subject to the provisions of Article 5.A. (Eligibility), an employee may participate in the medical insurance coverage package which is comprised of:

#### **1. Medical Services Plan**

The Board will contribute fifty per cent (50%) of the premium of the Basic Plan as established by the Medical Services Commission of British Columbia.

#### **2. Extended Health**

- (a) The Board will contribute one hundred per cent (100%) of the premium of the Extended Health Benefits Plan as established by Pacific Blue Cross, Plan No. E901509 or its successor.
- (b) With effect from 1986 July 01 a monthly charge of fifty cents (\$0.50) for single coverage and one dollar fifty cents (\$1.50) for family coverage shall be added to the costs for Medical Services and shared equally between the employee and the Board to provide additional prosthetic equipment and other items such as heavy-duty wheelchairs, etc. when recommended by a physician.
- (c) Effective 1993 September 01 the Extended Health Benefits Plan shall include the following:
  - (i) No lifetime coverage ceiling.
  - (ii) Medex.
  - (iii) An eyeglass limit of \$200 per person in a twenty-four (24) month period.
  - (iv) Chiropractor fees.
  - (v) A hearing aid limit of \$500 per ear per person in a five (5) year period.
  - (vi) Naturopathy - \$500.
  - (vii) Oral contraceptives.
  - (viii) Acupuncture - \$300.
  - (ix) Speech Therapy.

## **ARTICLE 5 - BENEFITS - (Continued)**

### **D. Dental**

Subject to the provisions of Article 5.A., an employee presently in the employ of the Board may participate in the Dental Plan underwritten by Pacific Blue Cross, Group No. D901508, with premiums to be paid by the Board, and providing the following benefits:

- Plan A - 80% payment
- Plan B - 50% payment
- Plan C - 50% payment (No lifetime limit)

Participation in the Dental Plan shall be a condition of employment except for those employees who produce evidence of other dental coverage.

### **E. Group Life**

1. Participation in the Plan is a condition of employment, with the following coverage:

- (a) Multiple of Salary

- under age 45 - 300% of annual salary
- 45 but under 55 - 250% of annual salary
- 55 but under 60 - 200% of annual salary
- 60 or over - 150% of annual salary

All amounts of coverage shall be rounded to the next \$1,000 of coverage, or;

- (b) Fixed Amount - \$5,000.

2. Employees may opt for the scale of benefits given as a percentage of annual salary at the time of joining staff or during employment with the Board upon medical proof of insurability. Employees may opt to reduce coverage by written notice to the Board.
3. The Board will pay one-half ( $\frac{1}{2}$ ) of the premium payable on behalf of each employee covered by the Plan, and the employee will pay the other half.

### **F. Optional Group Life**

The Board shall provide for the deduction of premiums for those eligible employees who choose to participate in the BCTF Group Life Plan. The cost of initiating and continuing such deduction of premiums shall be borne solely by the Board.

### **G. Special Payment in Case of Employee's Death**

In the event of the death of an employee who, at the time of death had been employed by the Board continuously for six (6) months, the Board shall pay one (1) month's salary to the widow or widower of the deceased, or to the estate if there is no widow or widower. This payment is in addition to any amount earned by the deceased up to the date on which he/she was last employed by the Board.

The Board shall also pay a sum equal to one-half ( $\frac{1}{2}$ ) the accumulated sick leave up to a maximum of fifteen (15) days' pay, calculated on the daily rate as defined in Article 2 of the employee's annual salary.

The Board shall continue the medical and dental benefits to the dependents of the deceased employee for a period of six (6) months after the death of the employee. Such continuation shall be paid for in full by the Board. The dependents shall be notified in writing of the terms of this provision when severance and other benefits are paid over.

## **ARTICLE 5 - BENEFITS - (Continued)**

### **H. Vandalism, Loss or Damage Compensation**

Employees shall be provided with vandalism, loss or damage compensation under the following conditions:

#### **1. Automobile Claim**

- (a) The Board shall reimburse any employee whose vehicle is stolen or damaged through vandalism at a worksite or at a school function, up to the deductible amount stipulated in the employee's I.C.B.C. comprehensive option, to a maximum of two hundred dollars (\$200). The employee shall provide the Board with a copy of the claim approval from his/her insurance carrier.
- (b) The employee shall submit his/her claim on the appropriate VSB claim form. Forms shall be available from each worksite office.
- (c) In cases where no I.C.B.C. claim is filed, the **AEC Principal/Vice-Principal** shall have the authority to approve payment of minor claims up to a maximum of one hundred dollars (\$100).

#### **2. Personal Property Claim**

- (a) The Board shall reimburse any employee whose personal property is stolen or damaged at a worksite or a school function for the replacement or repair cost of the property up to fifty per cent (50%) of the deductible amount stipulated in the employee's insurance policy covering such perils, to a maximum payment of one hundred dollars (\$100). The employee shall provide the Board with a copy of the claim approval from his/her insurance carrier.
- (b) The employee shall submit his/her claim on the appropriate VSB claim form. Forms shall be available from each worksite office.

### **I. Employment Insurance/Salary Indemnity Fund Rebate**

The Board shall remit monthly to the BCTF Salary Indemnity Fund five-twelfths (5/12) of the savings resulting from the employment insurance premium reduction. The Board shall calculate each individual teacher's share of the remitted savings and include it as part of the teacher's taxable income.

### **J. Employee Assistance Plan**

The Board will fully fund an Employee Assistance Plan, to the amount of not less than twenty dollars (\$20.00) per employee per year.

## **ARTICLE 6 - SICK LEAVE**

### **A. Accumulation of Sick Leave**

- 1. Employees will earn 0.079 sick leave hours for each contract hour worked in the service of the Board. Subject to Article 6.B.3., an employee's maximum possible sick leave earnings, based on **current** contracted assignments, will be available to each employee at the beginning of each term.
- 2. For the purpose of this Article "works in the service of the Board" shall mean that an employee has worked and received salary from the Board during that term.

## **ARTICLE 6 - SICK LEAVE - (Continued)**

### **A. Accumulation of Sick Leave (Cont'd)**

3. In any one term, when an employee has not used the sick leave allowance or has only used a portion of it, the entire unused allowance shall accumulate for the employee's future use.
4. There is no maximum to the number of hours of sick leave that may be accumulated.

### **B. Sick Leave Allowance**

1. Any hours during which the employee has been absent for reasons of illness or unavoidable quarantine shall be charged against any sick leave accumulated by the employee.
2. When an employee is absent from their scheduled assignment for more than ten (10) consecutive days in which the **Adult** Education Centre is open, he/she shall present a certificate signed by a duly qualified medical practitioner indicating the necessity for the absence.
3. The Board shall recover unearned sick leave hours by deducting the number of hours used from the employee's allowance at the commencement of the subsequent term. If the employee does not accumulate enough sick leave to allow such repayment, the unearned sick leave monies shall be repaid by the employee to the Board progressively throughout the term. The Board shall notify the employee when it intends to make a recovery by payroll deduction. In any event, the amount due shall be recovered prior to the employee leaving the Board's employ or going on a long term unpaid leave.

### **C. Sick Leave Portability**

1. The Board shall reciprocate portability of sick leave to an employee who is appointed from a school district which offers reciprocity to an employee who may be appointed to that district.
2. If an employee ceases to be a member of another VSB bargaining unit and becomes an adult educator he/she shall be permitted to bring up to the equivalent of thirty (30) earned unused sick leave days with him/her, and if an adult educator moves to another VSB bargaining unit he/she shall be permitted to take up to the equivalent of thirty (30) earned unused sick leave days with him/her.

### **D. Annual Statement of Sick Leave Balance**

Each employee shall receive an annual statement of his/her sick leave balance including a list of dates for which sick leave was used during the previous school year; i.e. from July 1 of one (1) year to June 30 of the following year. Such statements shall be issued by the Board prior to September 30 of each year.

### **E. Break in Service Entitlement**

If an employee resigns from the Board's employ and subsequently resumes a position as an employee with the Board within two (2) years of his/her resignation, he/she shall immediately be credited with the balance of all sick leave remaining to his/her credit at the time of his/her resignation.

## **ARTICLE 6 - SICK LEAVE - (Continued)**

### **F. Assignments on Return from Sick Leave**

After consideration of the potential effect on the educational program, and on the receipt of written advice of the employee's physician, the Associate Superintendent or designate may grant the employee a partial return from sick leave. Where such approval has been granted the following conditions shall prevail:

#### **1. Reduced Assignment**

The employee shall return either in a supernumerary capacity or to a reduced assignment during which the employee shall remain on sick leave or compensation from another agency for the balance of the assignment. Such an arrangement shall be:

- (a) For the purpose of assisting the employee to achieve a complete recovery and to gradually return to full capability.
- (b) Designed with the intention of achieving a return to the employee's original assignment.

If the employee wishes to continue a reduced assignment in subsequent term or terms, it will be subject to advice from the employee's physician and approval of the Associate Superintendent of CIE, or designate, who may also apply advice from the **Physician, VSB Employee Health Services** in the course of a decision.

## **ARTICLE 7 - PERSONNEL PRACTICES**

### **A. Assigning Positions**

- 1. Reorganization is the process within an **Adult Education** Centre where the assignments of continuing employees may be changed by the Administrator, in consultation with the Staff Committee, without a change in their total hours. Employees who are returning from a leave of absence of one (1) year or less will have the right to their previous assignment(s), should the assignment(s) exist, or a comparable one.
- 2. A vacancy within an **Adult Education** Centre is defined as an existing assignment vacated by an incumbent or as a newly created assignment that the Board intends to fill and has not been assigned through the reorganization process. Such vacancy shall be posted immediately at the **Adult Education** Centre for five (5) working days pursuant to Article 7.A.5. The **Adult Education** Centre Administrator, after consultation with the Staff Committee, shall fill such a vacancy from the applicants according to the following priority order:
  - (a) Instructors with continuing **status** returning from positions with the VTF (**AE**), BCTF, and VESTA and administrative/excluded staff desiring instructional positions.
  - (b) Instructors with continuing **status** returning from leave, subject to 7.A.1.
  - (c) Instructors with continuing **status** on the replacement work list.
  - (d) Full time Instructors with continuing **status** currently holding assignments.
  - (e) Part time Instructors with continuing **status** currently holding assignments. **When two (2) or more employees are qualified for the position, the position shall be offered to the employee with the greater/greatest seniority.**

## **ARTICLE 7 - PERSONNEL PRACTICES - (Continued)**

### **A. Assigning Positions (Cont'd)**

2. (f) Instructional Assistants with continuing **status** and with the necessary qualifications.
3. Any vacancies not filled pursuant to 7.A.2. shall be posted outside the **Adult Education** Centre for seven (7) calendar days at the Union office, the VSB **Education Centre** (central administrative office), and all work sites pursuant to 7.A.5. Applicants from all **Adult Education** Centres or external applicants who have the required qualifications shall be offered positions according to the following order:
  - (a) Instructors with continuing **status** returning from positions with VTF (**AE**), BCTF, VESTA and administrative/excluded staff desiring instructional positions.
  - (b) Instructors with continuing **status** surplus to an **Adult Education** Centre and Instructors with continuing **status** returning from leave.
  - (c) Instructors with continuing **status** on the replacement work list.
  - (d) Part-time Instructors with continuing **status** seeking full-time assignments if they have greater seniority than 7.A.3.(e).
  - (e) Instructors on the recall list.
  - (f) Full-time Instructors with continuing **status** currently holding assignments.
  - (g) Instructional Assistants with continuing **status** and with the necessary qualifications.
  - (h) Instructors with a temporary contract within the previous year.
  - (i) Employees-On-Call
  - (j) All others
4. It is understood the vacancy may be modified or cancelled prior to posting as the result of reorganization within the **Adult Education** Centre. It is also understood the vacancy being filled may be modified or cancelled subsequent to its commencement when the Board chooses not to continue an assignment for lack of enrolment and/or attendance in a drop-in or self-paced program.
5. Each posting shall describe the term, hours, general nature and location of the assignment(s) and shall include the process and deadlines for application, and the start date of the assignment.
6. Vacancies resulting from leaves of less than one (1) term will not be posted but will be filled by **a part time continuing employee within the Centre who is on the Employee-on-Call list or by a temporary employee within the Centre who is on the Employee-on-Call list or an Employee-on-Call.**

## **ARTICLE 7 - PERSONNEL PRACTICES - (Continued)**

### **A. Assigning Positions (Cont'd)**

7. Interviews will be conducted in accordance with the policy and procedures of the Adult Education Centre as recommended by the Staff Committee in consultation with the community as may be appropriate and approved by the AEC Principal/Vice-Principal. The interview committee will include representation from the Board and the Adult Education Centre's staff representative or a VTF (AE) designate and where required by contract, representatives of outside organizations in the community. It is understood that the final decision remains with the AEC Principal/Vice-Principal.
8. Offers made will be accepted or rejected within twenty-four (24) hours. An employee who has accepted a position shall not be eligible to participate in this process until the subsequent term without the written agreement of the AEC Principal/Vice-Principal or designate.
9. The Board will endeavour to inform all applicants who were interviewed within one (1) working day of the position having been filled. All applicants shall be so informed within two (2) working days. An AEC Principal/Vice-Principal shall, upon request, provide verbal reasons for the committee's decision to any unsuccessful applicant.
10. The above process will also be utilized for Instructional Assistants. Instructional Assistants may apply under 7.A.2 (f) and 7.A.3.(g) for Instructor positions at their own or other Adult Education Centres. Employees occupying both positions will be eligible to participate in both processes.

### **B. Board-Initiated Transfers**

1. The employee will be informed of the transfer in writing; this notification shall include the reason(s) for the transfer. As far as possible, notification of a tentative transfer shall be given by one (1) month prior to the transfer. Board-initiated transfers shall not be used for arbitrary, capricious, or punitive reasons and shall not be the method of dealing with discipline or competence-based problems.
2. Prior to effecting the transfer, the Associate Superintendent or designate shall discuss the transfer with the employee and give consideration to the employee's professional and personal goals.

### **C. Transfer Because of Surplus Staffing**

1. Surplus staffing is defined as a situation in an Adult Education Centre where a continuing employee's assignment has been reduced to no hours of work.
2. Subject to the provisions of Article 7.C.7. below, when it becomes necessary to transfer an employee because of surplus staffing, the employee at that Adult Education Centre who has the least seniority shall be considered first. Exceptions to the seniority provision will be made on the basis of program protection or qualifications.
3. An employee who is transferred for reasons of projected decline in enrolment, program closure, or situations which result in an employee being declared surplus, shall have the opportunity of returning forthwith to the position previously held in the event that the projected factors do not actually materialize.
4. Prior to a decision to initiate a transfer pursuant to Article 7.C.1. and 7.C.2., the AEC Principal/Vice-Principal shall meet with the affected employee to discuss the reasons for the transfer.

## **ARTICLE 7 - PERSONNEL PRACTICES - (Continued)**

### **C. Transfer Because of Surplus Staffing**

5. Any employee who is to be transferred shall be informed of the transfer in writing as soon as possible but in any event no later than one (1) month prior to the transfer being effective.
6. Prior to effecting the transfer, the Associate Superintendent or designate shall discuss the transfer with the employee and give consideration to the employee's professional and personal goals.
7. Subject to required qualifications and the availability of courses/programs, any employee who has been transferred pursuant to this article shall not be subject to a further transfer because of surplus staffing for three (3) years. This clause will not be in force in cases where a transfer is made under the terms of 14.E.
8. Where no position is available at any **Adult Education** Centre for which the person is qualified, he/she will be placed on layoff in accordance with Article 14.

### **D. Filling of Positions of Special Responsibility Within the Bargaining Unit**

1. For the purpose of this Clause, a position of special responsibility shall be defined as one for which an allowance is provided for in Article 2.L.2.
2. A position of special responsibility may be created at the discretion of the Administrator in consultation with the Staff Committee.
3. **Vacant positions** shall **be posted** in the Education Centre as they occur. If no internal applicant is successful, the positions **intended to be filled** shall **be posted again within the Centre in the next quarter.**
4. Candidates for positions of special responsibility shall be interviewed by **an Interview Committee** as per Article 7.A.7.

### **E. District Staff and Administrative Vacancies**

1. Vacancies will be advertised in the **Adult** Education Centre concurrently with external advertising.
2. Where, in the opinion of the Board, qualifications and all other considerations are deemed to be equal between candidates, the internal applicant will be given preference.

### **F. Voluntary Activities**

Participation in activities outside of an employee's assignment, including community involvement, shall be on a voluntary basis and shall be outside the scope of an evaluation of the work of an employee.

### **G. Personnel Files**

1. For each employee, there shall be only one (1) District personnel file maintained at the District office. The file shall be complete with all documents normally kept in District personnel files and shall contain only material relevant to employment.
2. Any employee, including an Employee-on-Call, may request to consult his/her District



## **ARTICLE 7 - PERSONNEL PRACTICES - (Continued)**

### **G. Personnel Files (Cont'd)**

3. After the employee reviews the file, a copy of any document requested shall be made available to the employee at no cost. It is understood that the provision of such documents will be done as soon as practicable.
4. When reviewing his/her file, the employee may be accompanied by an individual of his/her choice.
5. The employee shall receive a copy of any material of a negative or adverse nature that is placed in the District personnel file.
6. At the written request of the employee, letters of reprimand and related material shall be removed from the District personnel file after five (5) years provided no further disciplinary action has occurred.
7. Letters of suspension and related material may be removed by approval of the Associate Superintendent - Human Resources. An employee who wishes to have such material removed will make a written request to have such material removed to the Associate Superintendent - Human Resources for a meeting to discuss the issue. He/she may bring a VTF **(AE)** representative to the meeting. A written response to the request will be provided to the employee.
8. The provisions of clauses 7.G.6. and 7.G.7. shall not prevent the parties from agreeing, during steps 12.B. and 12.C. of the grievance procedure, to earlier removal of disciplinary material.
9. After removal from the file, the materials referred to in clause 7.G.6. and 7.G.7. shall not form the basis for progressive discipline, but in future the employee cannot claim ignorance of the offense nor can he/she refer in any proceedings to an unblemished record with the Board.

### **H. Harassment/Discrimination**

#### **1. General**

The Board and the VTF **(AE)** expressly confirm that both are committed to providing a working environment free from harassment or discrimination.

- (a) Each individual has the right to work in a professional atmosphere which promotes equal opportunities and prohibits discriminatory practices.
- (b) Both parties agree to co-operate in attempting to resolve in an expeditious and confidential manner any complaint of harassment or discrimination.
- (c) The Board considers harassment in any form (see definitions below) to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to corrective actions and/or discipline. Such actions may include counselling, courses that develop an awareness of harassment, verbal warning, written warning, transfer, suspension or dismissal.
- (d) No employee shall be subject to reprisal or discipline or the threat thereof as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.

## **ARTICLE 7 - PERSONNEL PRACTICES - (Continued)**

### **H. Harassment/Discrimination (Cont'd)**

#### **1. General (Cont'd)**

- (e) Either or both of the complainant and alleged offender, if members of the VTF **(AE)**, may choose to be accompanied by a representative of the VTF **(AE)** at all meetings in this procedure.

#### **2. Non-Discrimination**

- (a) No employee shall be discriminated against on the basis of race, colour, ancestry, places of origin, religion, gender, sexual orientation, age, marital status, disability, or family status. Where there exists a bona fide occupational requirement it shall not be considered discrimination.
- (b) It is understood and agreed by both parties that certain circumstances may result in gender preference for purposes of privacy in changing areas, role modelling, correction of endemic discrimination or for safety reasons.

#### **3. Non-Sexist Environment**

- (a) The employer does not condone and will not tolerate any written or verbal expression of sexism. In September of each school year, the Board and VTF **(AE)** shall jointly notify **AEC Principals/Vice-Principals** and **other** staff, in writing, of their commitment to a non-sexist environment.
- (b) The employer and the VTF **(AE)** shall promote a non-sexist environment through the development, integration, and implementation of non-sexist educational programs, activities, and learning resources for both staff and students.

#### **4. Definitions**

For the purpose of this article, the following definitions apply.

##### **(a) General Harassment**

- (i) Objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates, or humiliates another person; or
- (ii) the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
- (iii) such misuses of power or authority as intimidation, threats, coercion and blackmail.

##### **(b) Sexual Harassment**

- (i) any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or

## **ARTICLE 7 - PERSONNEL PRACTICES - (Continued)**

### **H. Harassment/Discrimination (Cont'd)**

#### **4. Definitions (Cont'd)**

##### **(b) Sexual Harassment**

- (ii) any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
- (iii) an implied promise of reprisal or reward for complying with a request of a sexual nature; or
- (iv) a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

##### **(c) Racial/Ethnic Discrimination**

Racial/Ethnic prejudice is unjust behaviour shown against people simply because of their ethnic origin, language, colour, race or religion.

##### **(d) Non-sexist Environment**

A non-sexist environment is defined as that in which there is no discrimination against females or males by portraying them in gender stereotyped roles or by omitting their contributions.

#### **5. Union Activity**

Neither the Board, nor any person acting on behalf of the Board, shall 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 VESTA, VTF **(AE)** or BCTF.
- (b) Participating in any lawful activities of VESTA, VTF **(AE)** or BCTF.
- (c) Exercising any right under this Agreement or the Labour Code.

#### **6. Work Site Conduct**

When the conduct of a student, **an employee (1.K.8.)**, a volunteer or a member of the public threatens an employee or interferes with the educational environment of the **Adult Education** Centre, the **Principal** or his/her **designate** shall take appropriate action to protect the employee and/or to maintain a positive educational atmosphere in the classroom or **Adult Education** Centre.

**It is the responsibility of the employee to report such conduct immediately to the Principal or his/her designate and a Staff Representative.**

## **ARTICLE 7 - PERSONNEL PRACTICES - (Continued)**

### **H. Harassment/Discrimination (Contd)**

#### **7. Procedures**

In the event that an employee feels that he/she has a complaint under this heading, and the matter has not been resolved through internal discussion, (unless the complainant has reason to believe such discussion would not be appropriate), the employee may proceed through the grievance procedure contained in Article 12 after informing the alleged offender. In cases where the employee may allege such a grievance against the Administrator, the employee may, after informing the Administrator, proceed to step 12.B.2. of the grievance procedure with a request for a meeting with the Associate Superintendent and may be accompanied by a representative of his/her choice. All other steps of the procedure may then be followed as necessary for the resolution of the grievance.

### **I. Assistance for an Employee Who is Suspended or Terminated**

#### **1. Benefit Continuation - First Month**

When an employee has received a suspension without pay, he/she shall be entitled to the continuation of benefits for the first month of any suspension. Thereafter, the employee shall pay full cost of the benefits for the remaining period of the suspension. The Employee Assistance Plan will be available to such an employee during the period of the suspension. If a grievance of the suspension is upheld, the Board shall reimburse the employee for the Board's share of the benefit costs.

In addition to the provisions of Clause 7.1.1. the employee shall be entitled to the continuation of benefits as provided in Article 5 for a period of one (1) month after termination, or for the pre-payment, whichever is the greater. For up to an additional six (6) months, the employee may continue with medical, extended health, and/or dental plan benefits, at his/her option, providing he/she pays the full cost of premiums in advance.

#### **2. Access to Assistance Plan**

When an employee has had his/her employment terminated, he/she shall have continued access to the Employee Assistance Plan until the conclusion of appeal procedures.

#### **3. Return to Duty**

An employee who is suspended or who is subsequently reinstated after being dismissed as a result of accusations of abuse or sexual misconduct shall be assisted in his/her return to duty. Such assistance may include a period of leave of absence, including up to two (2) weeks with pay if the allegations are not substantiated and, notwithstanding the applicable posting, filling and transfer provisions, first priority for transfer to a vacant position.

#### **4. Release of Information**

Where an employee has been reinstated to employment, the Board shall meet with the VTF **(AE)** and make every effort to agree to any public release of information on the matter.

## **ARTICLE 7 - PERSONNEL PRACTICES - (Continued)**

### **J. Appeals of Employee Decisions**

Where the Administrator considers accepting the appeal of a student or volunteer, and thereby amending a decision of an employee covered by this Agreement, the employee shall have the right to meet with the Administrator and the student or volunteer who makes the appeal, prior to the implementation of any such change, and to have VTF **(AE)** representation at such meeting.

### **K. Administration of Medication**

#### **1. Not Required to Administer**

Employees will not be required to administer medication or supervise the self-administration of medication except in an emergency situation.

#### **2. May Not Endanger**

Employees shall not perform any medical or physical procedure that is liable to endanger the well-being of the student/volunteer or other students/volunteers or subject the employee to risk of injury, liability or negligence, except in an emergency situation.

### **L. Professional and Staff Development**

1. The Board shall fund three (3) paid professional and staff development days per year, one at the **Adult** Education Centre level, one at the district level, and one that may be initiated by the employee, as outlined below:

- (a) Each **Adult Education** Centre's Staff Committee shall plan and organize one (1) professional development day per year which should address the concerns, curriculum, and programming needs of the **Adult Education** Centre/worksite and provide the staff with an opportunity for development.
- (b) A committee composed of members representing the Administrators and the staff, shall plan one (1) district-wide professional development day.
- (c) An employee may apply for one personal day of professional development with no loss of pay, by providing information about the professional development activity to the Associate Superintendent **or designate** through the **Adult Education** Centre Administrator.

2. Employees shall continue to have the right to apply to the Associate Superintendent **or designate** through the **Adult** Education Centre Administrator and the **Adult Education** Centre professional development committee, for **Adult** Education Centre Professional Development budget funding to attend additional professional development activities and/or conferences relevant to adult education and/or their professional expertise.

### **M. Professional Autonomy**

Instructors shall, consistent with effective educational practice, prescribed, authorized curricula and locally developed programs, have individual professional autonomy in determining the methods of instruction and the planning and presentation of materials in their professional assignments.

## **ARTICLE 7 - PERSONNEL PRACTICES - (Continued)**

### **N. Orientation**

1. For employees new to CIE (excluding EOC's), who are hired into a Learning Centre or self-paced program, the following will apply:
  - (a) Two (2) hours of paid additional time will be scheduled for orientation.
  - (b) The orientation and training will familiarize the employee with:
    - (i) Staff, volunteers and learners.
    - (ii) Operational procedures, services and administrative practices of the **Learning Centre**.
    - (iii) The **Learning Centre** mission statement.
    - (iv) Board and CIE policy and procedures as they relate to the **Learning Centre** and adult education.
  - (c) Orientation will be conducted by a qualified staff member who will work and be paid two (2) additional hours in order to provide instruction.

### **O. Indemnification**

The Board shall provide employees with the same legal indemnification in the carrying out of their duties as the VSB provides to its teachers and other employees.

## **ARTICLE 8 - EVALUATION, DISCIPLINE AND DISMISSAL**

### **A. Occasion for Evaluation of an Instructor**

1. Evaluation of an Instructor's performance under the terms of this clause may be conducted by the Associate Superintendent, CIE, the **AEC Principal**, or other **Principal or Vice-Principal** as defined by the School Act:
  - (a) **Within** a newly appointed Instructor's first **ten (10) months under** contract.
  - (b) When requested by the Instructor, providing such request is made, in writing, within the first three (3) weeks of the term, except in emergent circumstances with the agreement of the evaluator.
  - (c) When determined by the Associate Superintendent, CIE or the **AEC Principal** that evaluation would be warranted.
  - (d) When a question of instructional competence arises.
2. In each case above, reasons for initiating the evaluation will be provided to the Instructor.
3. There will be no cyclical evaluation of Instructors.

## **ARTICLE 8 - EVALUATION, DISCIPLINE AND DISMISSAL - (Continued)**

### **B. Process**

1. The Instructor shall receive at least seven (7) calendar days written notice that he/she will be evaluated. The Instructor shall be informed at the time of notice of the evaluation criteria in Article 8.C., and the procedure to be followed will be discussed at that time. He/she will also be provided with any supplementary material, where applicable. If the Instructor disagrees with the relevance of the supplementary material he/she shall write to the evaluator outlining the area of disagreement, with reasons, prior to the first visitation.
2. Should an Instructor on whom an evaluation is to be conducted have reasonable grounds to believe that the evaluator who is to carry out the evaluation is biased against the Instructor, the Instructor will advise the Associate Superintendent, CIE or Associate Superintendent, Human Resources and VTF **(AE)**, in writing, within seven (7) calendar days of notification that the evaluation is to be conducted. The Associate Superintendent, CIE, or Associate Superintendent, Human Resources and VTF **(AE)** will immediately investigate the allegation and if they both agree that the claim of bias is reasonably founded the Associate Superintendent, CIE and the VTF **(AE)** shall name another evaluator.
3. The evaluation shall be based on the evaluation criteria and shall include a minimum of three (3) personal observations which reflect the Instructor's contracted assignment.
4. Prior to the first formal observation, the evaluator shall give, discuss and clarify the evaluation criteria with the Instructor.
5. Prior to the first formal observation, the evaluator shall give the Instructor at least one (1) work day's notice.
6. After each formal observation referred to in Article 8.B.3:
  - (a) The evaluator shall, within a reasonable number of days, discuss his/her observations with the Instructor, including any positive comments and/or areas requiring improvement.
  - (b) The Instructor shall be provided with a written anecdotal statement of the observer's comments.
  - (c) Constructive suggestions and/or offers of assistance for improvement, as deemed necessary, shall be made in writing to the Instructor.
7. At the request of the Instructor or the evaluator, any concerns may be reviewed prior to the next observation as referred to in Article 8.C.
8. The Instructor shall be given a draft of the summative report of his/her performance within six (6) working months of the date of the first formal observation referred to in Article 8.B.4.
9. Within seven (7) calendar days of receipt of the draft report referred to in Article 8.B.8. above, the Instructor shall have the right to meet with the evaluator to make comments, suggest changes, or point out alleged errors. The Instructor may be accompanied by a representative of the VTF **(AE)**. The evaluator may also be accompanied by a representative of his/her choice.
10. The final report shall be filed in the Instructor's personnel file at the District office. A copy shall be given to the Instructor at the time of filing.

## **ARTICLE 8 - EVALUATION, DISCIPLINE AND DISMISSAL - (Continued)**

### **B. Process (Cont'd)**

11. Within fourteen (14) days of receipt of the final report, the Instructor shall have the right to submit to the evaluator a written commentary which shall be filed with the report.
12. Nothing in Article 8.A., B., C., or D. of this Article shall be defeated solely for a procedural or technical irregularity, unless such irregularity can reasonably be shown to affect the evaluation.

### **C. Evaluation Criteria**

The following criteria shall apply to the evaluation of Instructors. It is understood that the evaluator may provide supplementary material to the Instructor(s) to explain his/her expectations more fully. Such material shall not add new criteria nor contradict those listed in Article 8.C.1. to Article 8.C.14.:

1. The Instructor seeks knowledge of the social, emotional, intellectual, cultural and physical characteristics of the students whom he/she teaches with the objective of furthering their educational growth.
2. Where appropriate the Instructor directs and utilizes volunteers in an appropriate and productive manner.
3. The Instructor:
  - (a) Plans with definite purposes and clear objectives to meet the prescribed curriculum, and/or program goals.
  - (b) Communicates these purposes and objectives to students, volunteers, and colleagues.
  - (c) Establishes appropriate procedures for assessing, recording, and advising students.
4. With due consideration for individual differences, the Instructor works to involve students in experiences and activities designed to develop skills and stimulate thought.
5. The Instructor uses instructional techniques that promote questioning, speculation, and originality.
6. The Instructor works at keeping his/her knowledge current and his/her teaching techniques effective in the subject areas he/she undertakes and agrees to teach.
7. The Instructor practices classroom management and/or program coordination suitable to the growth and development of the student.
8. The Instructor as a member of the staff participates in the development and implementation of the philosophy and practices of the **Adult** Education Centre and works in cooperative ways with colleagues to promote the welfare of students.
9. The Instructor fosters a climate of mutual respect between himself/herself and others.



## **ARTICLE 8 - EVALUATION, DISCIPLINE AND DISMISSAL - (Continued)**

### **C. Evaluation Criteria (Cont'd)**

10. The Instructor:
  - (a) Seeks to involve, as appropriate, students, volunteers, and other members of the community in the educational process.
  - (b) Gives and obtains information that assists in the development of the **Adult Education Centre** and the students.
  - (c) Provides to the student copies of appropriate reports, assignments, assessments, registrations, learning plans, and other related reports at the time they are completed.
11. The Instructor cooperates with colleagues and associated personnel in utilizing existing educational services and resources for the benefit of the students.
12. The Instructor, at appropriate times, reviews with colleagues, students, and volunteers the practices employed in discharging professional responsibilities.
13. The Instructor maintains records as appropriate, including attendance, individual progress records, and reports.
14. The Instructor creates, as necessary, initial student registration files when the student is either registering or being assessed, including necessary documentation as required by the Ministry.

### **D. Less Than Satisfactory Reports**

1. Where the summative report concludes that performance is less than satisfactory it may contain comments on areas requiring improvement only if those matters have been discussed and mentioned in writing after previous observations. Any positive aspects of the learning situation shall also be included. The Instructor shall be informed of his/her right to receive advice from the VTF **(AE)**.
2. Where the summative report concludes that performance is less than satisfactory in a partial percentage of the Instructor's total hours, the **AEC Principal** shall propose specific suggestions for improvement of the learning situation and/or shall make reasonable efforts to provide an alternative assignment. If a second report, written by an evaluator acceptable to the Instructor, concludes that performance in the partial percentage of total hours is still "less than satisfactory" those hours may be reduced if no alternative assignment is available for which the Instructor is qualified.
3. At the request of the Instructor, the VTF **(AE)** shall have the right to meet with the evaluator and to recommend remedial action for the Instructor. Individuals used in the colleague-mentor remedial process shall not be called upon by either party as witnesses in any resulting arbitration.
4. Where an Instructor receives a less than satisfactory report, the Instructor shall, upon request, be granted unpaid leave of absence of up to one (1) year for the purpose of taking a program of professional or academic instruction. The Instructor shall return at the beginning of a term, and shall be subject to the conditions of Article 7.A.1. upon his/her return. Subsequent evaluation shall begin not less than twenty (20) working days nor more than one hundred and twenty (120) working days after the Instructor has returned to his/her duties. The one (1) month shall not apply to the two (2) teaching years in Article 8.E.2.

## **ARTICLE 8 - EVALUATION, DISCIPLINE AND DISMISSAL - (Continued)**

### **D. Less Than Satisfactory Reports (Cont'd)**

5. In the case of successive less than satisfactory reports, the first two (2) reports shall be prepared according to the provisions of Clauses B. and C. of this Article. The third report shall be prepared in accordance with the following conditions:
  - (a) This report shall be written by the Associate Superintendent.
  - (b) The criteria in Article 8.C. of this Article shall apply to this evaluation.
  - (c) The report shall be based on a minimum of three (3) observations.
  - (d) No formal observation shall be made in the first fifteen per cent (15%) of an assignment.
  - (e) Prior to the first formal observation, the evaluator shall give the Instructor at least one (1) day's notice.
  - (f) The evaluator shall, within a reasonable number of days after the first and the final formal observations, discuss his/her observations with the Instructor, including any positive comments and/or areas requiring improvement. This provision shall not preclude the evaluator from discussing any of his/her other formal observations with the Instructor.
  - (g) The report shall be issued not less than one (1) teaching month nor more than six (6) teaching months following the issuance of the second less than satisfactory report.

### **E. Dismissal for Less Than Satisfactory Performance**

1. The Board shall not dismiss an Instructor except where the Board has received three (3) consecutive reports written by not fewer than two (2) evaluators indicating less than satisfactory performance. The first two (2) reports shall be prepared according to the provisions of Article 8.B. and Article 8.C.
2. The three (3) reports shall be issued in a period of not less than one (1) year and not more than two (2) years exclusive of leaves.
3. If the Board intends to dismiss an Instructor pursuant to this Clause it shall notify the Instructor and the appropriate VTF **(AE)** President of such intention as soon as possible.
4. When the Board dismisses an Instructor pursuant to this Clause, the Instructor shall be given thirty (30) days' salary in lieu of notice.
5. Disputes resulting from dismissal shall be subject to the grievance procedure, and may be commenced at the option of the Union at Step Three of the grievance procedure (Article 12).

### **F. Discipline and Dismissal for Culpable Reasons**

1. The Board shall not discipline or dismiss an employee for other than just and reasonable cause.

## **ARTICLE 8 - EVALUATION, DISCIPLINE AND DISMISSAL - (Continued)**

### **F. Discipline and Dismissal for Culpable Reasons (Cont'd)**

2. Disputes arising out of dismissal or disciplinary action taken by the Board shall be subject to the grievance procedure. Grievances regarding dismissal, or grievances regarding suspension may be referred directly to arbitration as provided in Step Four of the grievance procedure. With the approval of the Associate Superintendent - Human Resources or designate, the VTF **(AE)** may refer grievances regarding other disciplinary matters directly to Step Three of the grievance procedure.
3. Where an employee is under investigation by the Board for cause, the employee and the appropriate VTF **(AE)** President shall be notified of that fact in writing prior to any interview with the employee in relation to the investigation. The notification will include the specific allegations. The employee shall also be advised of his/her right to be accompanied by a VTF **(AE)** representative at any meeting in connection with such an investigation.
4. When Board officials are considering discipline or dismissal of an employee, there shall be a meeting of appropriate Board officials and the employee, who shall be advised of his/her right to be accompanied by a VTF **(AE)** representative. The employee and the appropriate VTF **(AE)** President shall be given seventy-two (72) hours notice of such meeting.
5. The Board and the VTF **(AE)** agree that matters of discipline are confidential and will not be released to the public prior to completion of arbitration.

## **ARTICLE 9 - WORKLOAD**

### **Preamble**

Flexibility of class sizes, class composition, and staffing levels will recognize the uniqueness of each **Adult** Education Centre and its student population. The rationale of this flexibility is to assist in providing continuous quality service to students. Establishing staff levels will be at the discretion of the **AEC Principal/Vice-Principal**, in accordance with this agreement, and in consultation with the Staff Committee and the Associate Superintendent, CIE.

**Adult** Education Centres may operate day, evening, on weekends and year-round, and excludes night school.

It is understood that the Board reserves the right to cancel courses and/or programs after, where time permits, consultation with the Staff Committee and in accordance with this Agreement.

### **A. Time-Tabling Considerations**

1. In time-tabling Instructors' workloads, consideration shall be given to equalizing the Instructors' assignments considering such factors as:
  - (a) The number of course preparations.
  - (b) The number of subject areas.
  - (c) The instructional locations.
  - (d) The number of students.
  - (e) Other relevant factors.

## **ARTICLE 9 - WORKLOAD - (Continued)**

### **B. Class Size And Composition**

1. Course enrolments, maximum and minimum on courses established beyond the third time running, for quarter courses and the second time running for semester courses, staffing purposes, are to be calculated as follows:
  - (a) For upgrading courses when fifteen per cent (15%) (rounded to the nearest whole session) of the sessions of the course have been completed,
  - (b) For credit courses up to the end of the third session of the course has been completed

and will be based upon those students who are still attending the course.

New students shall be enrolled into a structured credit course, unless the **AEC Principal/Vice-Principal** and the instructor determine that it is not educationally appropriate. It is understood that the above guidelines in 1(a) and 1(b) may be exceeded for continuous enrollment courses and/or to allow a course to meet the minimum registration requirements.

For purposes of this article continuous enrollment courses/programs shall be all self-paced, drop-in, upgrading, tutorial, outreach and guided study courses/programs and/or other courses/programs decided as such by the Board.

2. The Board will establish staffing levels in accordance with the following:

- (a) For self-paced high school credit programs, a minimum of one (1) Instructor will be scheduled to work (in each of the science and humanities areas) when the Learning Centre is open for instruction.

Additional employees may be contracted at the discretion of the **AEC Principal/Vice-Principal** in consultation with the Staff Committee and the Associate Superintendent, CIE.

- (b) For the Learning Centre Drop-In programs, the following staffing procedures shall apply to the number of students attending at any one time:
  - (i) A minimum of two (2) employees, one of which must be an instructor at all times the Learning Centre is open. This will also include staffing in Learning Centres where, due to the lack of a designated classroom, self-paced high school credit students attend the drop in Learning Centre.
  - (ii) Additional employees will be assigned according to the needs of the individual **Learning** Centre. To this end guidelines will be developed by the **AEC Principal/Vice-Principal** in consultation with the Staff Committee and the Associate Superintendent, CIE, that are responsive to the unique needs of that Learning Centre.
  - (iii) Where appropriate, there shall be one (1) Senior Instructor included in the number of Instructors.
  - (iv) Additional employees may be assigned at the discretion of the **AEC Principal/Vice-Principal** in consultation with the Staff Committee and the Associate Superintendent, CIE.

## **ARTICLE 9 - WORKLOAD - (Continued)**

### **B. Class Size And Composition (Cont'd)**

2. (c) For structured classes one (1) Instructor per:
  - (i) Thirty (30) students enrolled in a high school credit class, except twenty-eight (28) students enrolled in an English credit class.
  - (ii) Thirty (30) students enrolled in a structured upgrading class.
  - (iii) Fifteen (15) students attending a program identified as a literacy class.
3. Where an Instructor is instructing more than one (1) course, the limits in Article 9.B.2.(c) may be exceeded by up to two (2) students in any structured class providing the total enrolment of an Instructor's structured classes does not exceed the sum of the limits in Article 9.B.2.(c) for such classes.
4. Where an Instructor is instructing only one (1) structured course, the limits in Article 9.B.2.(c) may be exceeded by up to two (2) students.
5. Additional resources may be provided by the Board in consultation with the employee during the interval between the commencement of the course and the times specified in Article 9.B.1.
6. For split credit or split upgrading classes the above limits in Article 9.B.2. (c) shall be reduced by one student.
7. With the approval of the **AEC Principal/Vice-Principal**, the levels in 2.(c) above may be reduced where safety, equipment availability or facilities are a factor.
8. Class sizes above may be reduced by the **AEC Principal/Vice-Principal** after consultation with the Staff Committee and the Associate Superintendent, CIE.

### **C. Class Size Grievances**

1. In the event an employee wishes to grieve that his/her class size(s) exceed the above limits and a solution cannot be found at the Adult **Education** Centre Level, a grievance may be lodged at Step Two of the Grievance Procedure (Article 12).
2. In any arbitration convened to consider a class size grievance, the arbitrator shall consider the impact of any decision on the quality of education for students in the class and the **Adult** Education Centre.

### **D. Work Year**

1. For the purposes of salary increments the work year shall be determined as follows:
  - (a) For Instructors it shall be 950 hours inclusive of preparation time.
  - (b) For Instructional Assistants, it shall be 1400 hours.
2. **For the purposes of pensionable service the work year shall be January 1 to December 31 of each year and calculated as per 9.D.1.**

## **ARTICLE 9 - WORKLOAD - (Continued)**

### **D. Work Year (Cont'd)**

3. Part time employees who do not exceed the hours pursuant to Article D.1. (a) and Article D.1. (b) may use summer and /or EOC work to reach one (1) year of credit.
4. Part-time employment for an Instructor will be expressed as a fraction of twenty-five (25) hours per week, and part-time employment for an Instructional Assistant shall be expressed as a fraction of thirty-five (35) hours per week.
5. For the purposes of salary placement an employee (Instructors and Instructional Assistants) who works sixty per cent (60%) or more shall be considered a full-time employee.
6. An employee whose assignment is less than sixty per cent (60%) shall accumulate his/her experience to equal sixty per cent (60%) F.T.E. before receiving an experience increment.
7. Work performed beyond the employee's contracted hours, excluding Employee-on-Call work, at the request of the Board shall be only with the employee's agreement and shall be paid at 1.0 times his/her effective hourly rate.
8. Meetings called by the **AEC Principal/Vice-Principal**, on a day in which the employee is at work, shall be attended by the employee(s), unless the employee has reasonable cause for non-attendance.

### **E. Weekly Sessional Time**

#### **1. Maximum Weekly Sessional Time**

- (a) A full-time Instructor's hours in session shall not normally exceed twenty-five (25) hours per week. The total hours in session may be exceeded to accommodate variances in the time allocation of different courses.
- (b) A full-time Instructional Assistant's hours in session shall not exceed thirty-five (35) hours per week.
- (c) Maximum hours for employees with both Instructor and Instructional Assistant's assignments shall be:
  - (i) When the Instructor portion of the assignment is between one (1) and fifteen (15) hours, inclusive, the total hours in session shall not exceed thirty-five (35) hours per week.
  - (ii) When the Instructor portion of the assignment exceeds fifteen (15) hours in session (rounded to the nearest hour) then the following maximum hours in session per week shall be applied:

## **ARTICLE 9 - WORKLOAD - (Continued)**

### **E. Weekly Sessional Time (Cont'd)**

#### **1. Maximum Weekly Sessional Time (Cont'd)**

(c) (ii)

Instructor Weekly Sessional Hours	Instructional Assistant Weekly Sessional Hours	Maximum Weekly Sessional Hours
15	20	35
16	18	34
17	16	33
18	14	32
19	12	31
20	10	30
21	8	29
22	6	28
23	4	27
24	2	26
25	0	25

#### **2. Preparation Time**

Preparation time shall be available only to Instructors teaching in structured classes and shall be twelve and one-half per cent (12.5%) of an Instructor's hours in session.

Where work outside of sessional time is assigned by the **AEC Principal/Vice-Principal** to an Instructor in a Learning Centre or self-paced program, arrangements will be made as part of the assignment to provide release time or additional contract time to complete the assignment.

### **F. Duration of the Work Day**

#### **1. The work day shall not exceed seven (7) hours paid and includes:**

- (a) Sessional time including fifteen (15) minutes of coffee break within every four (4) consecutive hours.
- (b) A regularly scheduled intermission of up to one (1) hour (unpaid) unless the employee chooses to shorten or waive the intermission.

#### **2. To accommodate variances in the time-tabling of different courses, and recognizing the needs of students and facility limitations, the work day may be exceeded or split provided the total hours conform to Article 9.E.1.**

## **ARTICLE 9 - WORKLOAD - (Continued)**

### **G. Supplementary On-Call Assignment Limitations**

Should an employee not have assignment hours totalling the maximum weekly sessional time pursuant to 9.E.1., he/she may make up the difference up to their maximum hours through Employee-on-Call assignments with the understanding that courses and schedules will not be altered to accommodate making up the difference.

### **H. Shift Trade**

A shift trade is when two (2) employees mutually agree to trade specific classes in the structured credit and/or upgrading courses or mutually agree to trade a defined block of time in the self-paced or drop-in program.

The following shall apply to trading of shifts:

1. There is no pay adjustment for either party.
2. The **AEC Principal/Vice-Principal** or designate approves the trading of shifts.
3. The **AEC Principal/Vice-Principal** or designate shall be notified in advance providing sufficient time to allow for orderly planning. Exceptions will be made in cases of emergency.
4. A shift trade is not meant to take the place of a leave, including sick leave.

### **I. Special Needs, Services and Access**

A joint committee with equal representation from the Board and VTF (**AE**) will be formed to consider special needs, services and access in **Adult** Education Centres and make recommendations to Committee III of the Board in regards to the needs of students and employees.

### **J. Volunteers**

It is recognized and agreed by the parties that volunteers are a valuable and integral part of **Adult** Education Centre services, and the utilization of volunteers is encouraged and supported, as deemed appropriate by the **AEC Principal/Vice-Principal** after consultation with the Staff Committee. The following conditions shall apply to the use of volunteers:

1. Volunteers will be screened by the **AEC Principal/Vice-Principal** or designate and, if accepted, will be provided with appropriate orientation information.
2. Employees will supervise volunteers working with students in the Learning Centres or in classrooms to which the volunteer is assigned.
3. The **AEC Principal/Vice-Principal** may terminate the services of a volunteer at his/her discretion. Where an employee requests, and the **AEC Principal/Vice-Principal** agrees, the services of a volunteer will be terminated for reasons pertaining to performance and/or attitude.



## **ARTICLE 10 - LEAVES**

### **Preamble**

Every employee has the obligation to fulfill his/her employment contract unless the Board grants such employee leave of absence. Except in an emergency situation, all requests for leave shall be made in writing to the appropriate **AEC Principal/Vice-Principal**. Leaves shall be available to members of VTF(AE) under the following terms:

#### **A. Accident**

Treated as illness unless the accident is covered by Workers' Compensation, in which case special arrangements are made as in Article 10.H.

#### **B. Adoption**

1. In the case of adoption or legal guardianship, adoption leave without pay shall be granted and shall commence from the date of arrival of the child in the home. All relevant provisions of Maternity Leave and Parenthood Leave shall apply.
2. Leave may be granted to either parent (or both if both are employees of the Board) for mandatory interviews or travelling time to receive the child, if, in the opinion of the Associate Superintendent or designate school time is essential.

#### **C. Attendance At Hearings**

1. The Board recognizes the right of an employee to attend grievance hearings and/or College of Teachers' hearings. The parties agree that whenever possible grievance meetings shall be scheduled outside of instructional time.
2. Where an employee is subpoenaed to attend a College of Teachers' hearing, it shall be with no deduction from pay. The employee must forward the subpoena to the Associate Superintendent or designate in advance of the hearing.

#### **D. Bereavement/Compassionate**

1. With no deduction from pay, a maximum of three (3) days, with two (2) additional days for travel or other extraordinary circumstances with the approval of the Associate Superintendent or designate. This applies only in the case of death of a member of the immediate family. ("Immediate family" shall mean husband, wife, common-law spouse [including same sex relationships], child, brother, sister, parent, guardian, parent-in-law, grandparent, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and grandchild.) This definition includes any other relative if resident at time of death in the same household, and any other person with the approval of the Associate Superintendent, CIE or designate. For the purposes of this Article, the above definition of "immediate family" shall apply.
2. When travel arrangements or special circumstances associated with a bereavement leave make it necessary for the employee to be absent for more than five (5) days, or in the case of serious illness of an immediate family member where recovery is in doubt, a written request for extension of leave must be made to the Associate Superintendent or designate. If the request for such leave is granted, up to an additional five (5) days leave may be available and shall be charged at the pay rate of an Employee-on-Call. Verbal approval may be sought and received in advance, provided a written confirmation is subsequently forwarded by the employee.

## **ARTICLE 10 - LEAVES - (Continued)**

### **E. Circumstance Beyond the Employee's Control**

Leave may be granted with deduction at the pay rate of an Employee-on-Call, whether or not an Employee-on-Call is required, for an absence up to a maximum of five (5) days, provided that the Board finds acceptable the explanation given by the employee when requesting or justifying the leave. No reasonable excuse will be denied. In the event of such absence after a maximum five (5) days the total of the employee's pay may be deducted.

### **F. Citizenship Court Appearance**

Two (2) half-days with no deduction from pay for an employee to attend his/her interview and official granting of citizenship in Citizenship Court.

### **G. Deferred Salary Leave Plan**

Employees who participate in the Deferred Salary Leave Plan (D.S.L.P.) shall be granted leave under the terms of the Plan. The Board shall administer the Plan and shall forward contributions to a designated financial institution as provided for in the current Plan. There shall be no cost to the Board other than general administrative costs.

### **H. Disabilities Covered by Workers' Compensation**

1. Where an employee suffers from a disease or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and he/she is entitled to compensation therefor under the Workers' Compensation Act, he/she shall not be required to use his/her sick leave credits for time lost, during the first twelve (12) months, by reason of any such disability.
2. All monies received by an employee by way of compensation for loss of wages under Article 10.H.1. shall be paid to the Board. In return, the Board shall pay the employee an amount which will result in the employee receiving the normal net pay to which they would have been entitled had the absence not occurred.
3. Compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during the period of temporary disability.
4. Monies received by an employee from the W.C.B. in compensation for loss of income from employment with a different employer shall not be paid to the Board. Notwithstanding the employee's right to access his/her accumulated sick leave as provided in Article 6., disabilities arising from employment with another employer will likewise not result in Board payment under Article 10.H.1.

### **I. Disabilities Not Covered by Workers' Compensation**

Where an employee is paid his/her wages by the Board while he/she is absent from his/her employment by reason of any disability other than one for which he/she would be entitled to receive Workers' Compensation benefits, and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount so recovered to the Board. Upon the Board receiving such amount, it shall credit the employee paying the same with the number of hours of sick leave proportionate to the amount so recovered.

## **ARTICLE 10 - LEAVES - (Continued)**

### **J. Educational Ceremonies**

One-half (½) day with no deduction from pay to receive a degree or a diploma from an educational institution or to be present when a member of the immediate family receives a degree or diploma. If the educational institution is outside the metropolitan area of Vancouver, an additional one-half (½) day shall be granted for travel, if required.

### **K. To Engage in Activities Closely Associated with Adult Education**

Leave may be granted with deduction at the pay rate of an Employee-on-Call, whether or not an Employee-on-Call is required, provided that the Associate Superintendent or designate authorizes the leave.

### **L. Examinations**

One-half (½) day with no deduction from pay to undergo or write an examination related to his/her employment or, if required, one (1) full day with the prior approval of the Associate Superintendent or designate.

### **M. Funeral**

Up to one (1) day allowed with no deduction from pay.

### **N. Illness**

No deduction for the duration of the accumulated sick leave. In each case a doctor's certificate concerning the employee's illness shall be submitted as provided in Article 6.

### **O. Illness of an Immediate Family Member**

Up to ten (10) days of leave per year with no deduction from pay but with a deduction from the employee's sick leave.

### **P. International Amateur Competition**

Leave approved by the Board for participation as a competitor or as a team official in Olympic, Commonwealth or Pan American competition shall be granted with no deduction from pay for a period not exceeding one (1) month, and on the recommendation of the Associate Superintendent or designate where special circumstances exist, additional time may be granted on a pay basis to be determined by the Board.

The above regulations may be applied to similar competitions in fields other than athletics.

### **Q. Jury Duty and Court Appearance**

1. The Board recognizes the right of an employee to attend Court for reasons which may be mandatory or personal. All such leave of absence for such Court attendance is subject to prior notice being given to the Associate Superintendent or designate in writing, when time permits, or by telephone to be confirmed later in writing if time does not permit.
2. Mandatory attendance if summoned for jury duty or subpoenaed as a witness in a Court action, shall be with no deduction from pay provided that the employee shall produce a statement from an Official of Court of the time taken and the fees (if any) paid to the employee. This Clause does not apply to a witness who is the plaintiff in the action.

## **ARTICLE 10 - LEAVES - (Continued)**

### **Q. Jury Duty and Court Appearance (Cont'd)**

3. Attendance at Court arising from an action involving the duties of an employee as an employee of the Board, subject to review and approval of the Board if the employee is a plaintiff in the action, shall be considered leave of absence with no deduction from pay.
4. An appropriate form for proof of attendance in Court is provided by the Board and is available in every **Adult** Education Centre, school or at the Human Resources Department of the Board and shall be used by the employee.
5. In the event that attendance in Court for any of the above reasons provides fees or damages awarded by the Court, specifically for any loss of salary, they shall be remitted to the Board for the time which the Board has provided either with no deduction from pay or at a deduction of the pay rate of an Employee-on-Call.
6. All other such leaves of absence for attendance in Court not covered by the provisions of the above shall be charged at the pay rate of an Employee-on-Call for the first five (5) days and as Personal Leave Without Pay thereafter.

### **R. Pregnancy Leave**

1. Upon request, the Board shall grant an employee Pregnancy Leave pursuant to the Employment Standards Act.
2. The employee shall be issued with a record of employment by the Board on the commencement of Pregnancy Leave so that she may apply for E.I. benefits.
3. Pregnancy leave shall be counted for salary purposes as services with the Board. The Board shall maintain medical, dental, and life insurance benefits by paying both shares of the cost during the period of absence continued through the months of July and August if those months are included as part of the leave of absence or fall immediately after it or if the period of authorized leave would otherwise leave a gap in the maintenance of benefits.

### **S. Maternity SUB Plan**

1. The Board agrees to enter into the Supplemental Unemployment Benefit (S.U.B.) Plan agreement with the Employment Insurance Commission in respect of maternity payments.
2. Where such an arrangement is approved, and a pregnant employee on contract takes maternity leave pursuant to Clause R. of this Article, the Board shall pay the following:
  - (a) Ninety-five per cent (95%) of her current salary for the first two (2) weeks of leave, and
  - (b) Where the employee is eligible to receive E.I. maternity benefits, the difference between ninety-five per cent (95%) of her current salary and the amount of E.I. benefits received by the employee for a further fifteen (15) weeks.

### **T. Negotiations and/or Mediation**

A maximum of three (3) representatives from the Union for each meeting with no deduction from pay, provided that if the Union sends more than three (3) representatives to a meeting, the Union shall pay the cost.

## **ARTICLE 10 - LEAVES - (Continued)**

### **U. Other Reasons**

For any other reason the rate of deduction shall be at the full rate of the employee.

### **V. Other School Districts, College of Teachers or University Business**

1. Maximum of ten (10) days per school year for all purposes. The requesting authority shall reimburse the Board at the full cost for the employee concerned.
2. Employees elected to the Council of the College of Teachers shall receive an additional ten (10) days of leave at the full cost for the employee concerned.

### **W. Parental Leave - Short Term**

1. Leave of three (3) days with no deduction from pay shall be granted to an employee when he/she adopts or assumes legal guardianship of a child or when a child is born to an employee's spouse (including same-sex relationships).
2. Up to twenty (20) additional days shall be granted with deduction at the pay rate of an Employee-on-Call whether an Employee-on-Call is required or not. With the approval of the Associate Superintendent or designate these twenty (20) days need not be taken consecutively or immediately following the three (3) day parental leave.

### **X. Parental Leave/Adoption Leave**

Upon request, the Board shall grant an employee Parental Leave pursuant to the Employment Standards Act.

### **Y. Parenthood Leave - Without Pay**

1. Parenthood Leave may be requested and may be granted at specific times and under certain conditions should a parent feel it to be necessary to stay at home with a dependent child.
2. Both male and female employees shall be eligible for Parenthood Leave. Notice is required, in writing to the Associate Superintendent or designate at least two (2) months prior to the start of the term, exclusive of summer term, in which the employee wishes the leave to commence. An exception to the preceding is the case of a female adult educator who requests Parenthood Leave as an extension of Pregnancy Leave as described in Article 10.R. Emergency situations beyond the control of the employee may be considered on shorter notice.
3. In the event of adoption or legal guardianship, Parenthood Leave shall be available but must be requested and shall be granted on the same terms and conditions as described in Article 10.Y.1 and 10.Y.2.
4. Within thirty-six (36) months after the commencement of parenthood leave, the employee may request to return to active duty at the beginning of a new term. If the employee does not make such a request within thirty-six (36) months, the employee shall be considered to have resigned. The request for return to service must be received at least two (2) months prior to the start of the term in which the employee wishes to return.
5. The adult educator shall be guaranteed a return to the same position or a comparable one.
6. Leave will be granted without pay but shall not constitute a break in service.

## **ARTICLE 10 - LEAVES - (Continued)**

### **Z. Personal Leave - Without Pay**

#### **1. Short Term**

Instructors teaching structured credit or structured upgrading courses may apply for a leave of up to five (5) days during a school year (pro-rated for part-time Instructors). Employees in the drop-in or self-paced program may apply for a leave of up to fifteen (15) days during a school year (pro-rated for part time employees). Applications shall be made in writing to the Associate Superintendent or designate. Such leave shall be counted for salary purposes as service with the Board.

#### **2. Leave for less than one (1) year**

Employees may apply for leave for one (1) term, and must apply two (2) months prior to the start of the initial term of the leave, exclusive of summer term.

#### **3. Leave of One (1) Year or Longer**

- (a) Employees may apply for leave of one (1) to three (3) years duration. Return from such leave shall be at the beginning of a term, semester, or quarter as appropriate.
- (b) Application for leave must be made in writing two (2) months prior to the start of the initial term of the leave, exclusive of summer term, unless such notice is waived by the Associate Superintendent or designate.

#### **4. Leaves granted pursuant to Article 10.Z.2 and 10.Z.3 above shall be subject to the following provisions:**

- (a) To be eligible for either leave the employee must have worked for the Board for at least three (3) consecutive years based on three (3) terms per year (1 July to 30 June).
- (b) Intent to return to work must be made in writing at least two (2) months prior to the start of the term, exclusive of summer term, in which the employee wishes to return. Failure to do so shall mean the employee has resigned.
- (c) An employee granted leave for a period less than one (1) school year shall have the right to return to his/her assignment. If the previous assignment does not exist the employee shall have the right to a comparable assignment or an alternate assignment if the employee has the necessary qualifications.
- (d) Leave will be granted without pay but shall not constitute a break in service.
- (e) The employee may make arrangements with the Payroll Department for continuation of the applicant's existing benefits. The employee will pay both shares of the premium unless another arrangement has been agreed to by the parties.
- (f) The leave will only be granted by the Associate Superintendent or designate providing a suitable replacement is available.

## **ARTICLE 10 - LEAVES - (Continued)**

### **AA. Public Office**

1. When an employee is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, he/she shall, upon request, be given leave of absence, without pay, during the election campaign.
2. Should the employee be elected as a Member of Parliament or Member of the Legislative Assembly, he/she shall be granted a long-term leave of absence without pay.
3. Employees elected or appointed to municipal or regional district offices or public boards shall be granted leave of absence without pay to attend meetings or conferences or to perform other functions of the office. If such absences become disruptive to the learning situation, the Associate Superintendent or designate may, after consultation with the employee, require that alternative arrangements be made.

### **BB. Religious Holidays**

Upon application, leave shall be granted with deduction at the pay rate of an Employee-on-Call for each day absent whether or not an Employee-on-Call is required.

### **CC. Secondment**

Leave of absence due to approved secondment for any reason shall guarantee the employee a return to the same or comparable assignment and priority shall be given for placement.

### **DD. Teachers' Association Duties**

The Board will grant leave of absence to employees elected as President or Vice-President(s) of VESTA or President or Vice-President of the BCTF on the following conditions:

1. An application for leave must be made in writing to the Associate Superintendent or designate two (2) months prior to the start of the initial term of the leave, exclusive of summer term.
2. The Board will continue to pay the employee while on leave, and make all deductions from his/her salary. The Association to which the employee belongs will be billed monthly by the Board and will reimburse the Board monthly for the Board's cost of salary, allowance and fringe benefits.
3. The period of leave will be counted for salary purposes as experience by this Board.
4. Sick leave shall continue to be earned by the employee on leave for the period of leave and accumulated sick leave may be used during the period of leave on the basis provided in Article 6. of this Agreement.
5. In the event of illness, the President or Vice-President(s) of VESTA shall be granted sick leave. The Vice-President of the Association concerned or a delegated person shall be granted leave of absence to replace him/her when such replacement is deemed to be necessary by the Association. The Association concerned shall pay the costs of a replacement, for the period of such replacement, to the Board.
6. The employee concerned shall be guaranteed his/her choice between returning to the same assignment or accepting a comparable assignment and shall be given priority for placement.

## **ARTICLE 10 - LEAVES - (Continued)**

### **EE. Travel by Exchange Employees**

A maximum of ten (10) days in the school year with no deduction from pay.

### **FF. VTF (AE), VESTA, BCTF, CTF, or Education International (formerly W.C.O.T.P.) Business**

A maximum of twenty (20) days total per school year for any individual. Further leaves may be approved at the discretion of the Board. The Board will be reimbursed at the pay rate of an Employee-on-Call.

### **GG. Educational Leaves**

1. The Board shall include in its annual budget a sum of money equal to decimal zero five per cent (.05%) of the hourly top step of category 6/M times 950 hours for each F.T.E. continuing employee in the Adult Education Centres. Any money not allocated in a year shall be carried forward to subsequent years. The VTF (AE) shall be provided with a statement of the amount available at the beginning of each fiscal year.
2. Educational Leaves granted shall meet the following terms and conditions:
  - (a) The leave shall be for the purpose of study, research, curriculum and/or professional development, which shall be of benefit to the Vancouver School Board;
  - (b) Leave may be for up to 10 school days;
  - (c) Employees on leave shall be paid an amount equivalent to 100% of the employee's salary rate and allowances unless a lesser amount is requested;
  - (d) The Board and the employees on leave shall continue to make contributions to applicable benefits during the period of the leave;
  - (e) The period for which leave with pay is granted shall be counted for salary increment purposes as service with the Board;
  - (f) Employees on leave shall not engage in remunerative employment unless otherwise agreed;
3. Employees qualify to apply for Educational Leave if they:
  - (a) Have a continuing appointment;
  - (b) Have served at least one (1) year with CIE at the time of the leave;
  - (c) Give an undertaking that they will remain in the service of the VSB Adult Education division for a minimum of one (1) school year following the year in which the leave is granted;
  - (d) Are not within 3 years of the age of retirement;
  - (e) Apply in writing giving reasons and details regarding the purpose of the leave.



## **ARTICLE 10 - LEAVES - (Continued)**

### **GG. Educational Leaves (Cont'd)**

4. Application Procedure:
  - (a) Employees shall make application to the VTF (AE) Educational Leave Committee in accord with the procedure established by the VTF **(AE)**.
  - (b) Applications which meet the terms and conditions stated in this article may be forwarded to the Associate Superintendent **or designate** for approval.
  - (c) Applications must reach the Associate Superintendent **or designate** at least **two months** prior to start of the leave, **exclusive of summer term**.
  - (d) The Board's decision to grant or deny an application shall be put in writing to the employee with a copy to the VTF **(AE)**. If a request for Educational Leave is denied, reasons for the denial will be stated in such letter.

## **ARTICLE 11 - COMMITTEES**

### **A. Committee Membership**

1. VTF **(AE)** representatives on committees specifically established by the Collective Agreement shall be appointed by the VTF **(AE)**.
2. If the Board wishes to establish a committee which includes bargaining unit members, the VTF **(AE)** shall be notified of the mandate of the committee, and the VTF **(AE)** shall appoint the representatives.
3. Where participation of appointees on a joint committee requires them to be absent from their duties, the employee shall suffer no loss of wages. Employee-on-Call costs incurred to replace appointees shall be paid by the Board.
4. When an Employee-on-Call is appointed to a committee referred to in 11.A.1. and 11.A.2., and the committee meets at a time that the Employee-on-Call has scheduled hours, the Employee-on-Call shall be paid for those scheduled hours pursuant to Article 2 and those scheduled hours shall count as time in the assignment.

### **B. Adult Education Centres Personnel and Staffing Advisory Committee**

There shall be established, at the CIE level, a Committee which shall deal with personnel and staffing items of concern to either the Board or the VTF **(AE)**.

#### **1. Composition**

- (a) The Associate Superintendent **or designate** and three (3) others named by the Board.
- (b) Four (4) representatives of the VTF **(AE)**.

#### **2. Function**

The Committee shall deal with the personnel and staffing items of concern to either the Board or the VTF **(AE)**. It shall have authority, by majority agreement, to bring recommendations to the Board through Committee IV.

## **ARTICLE 11 - COMMITTEES - (Continued)**

### **B. Adult Education Centres Personnel and Staffing Advisory Committee (Cont'd)**

#### **3. Meetings**

- (a) Meetings shall be held on a mutually agreed day, once a month during the year (except by mutual agreement).
- (b) The meetings shall be chaired for six (6) months by a VTF **(AE)** representative and for six (6) months by a VSB representative. The person who is not chairing shall serve as recorder.
- (c) The agenda shall be established by the chairperson in consultation with a representative of the Board/VTF **(AE)**, and shall be distributed in advance of the meeting date.
- (d) The minutes shall be recorded and distributed to the committee members.

### **C. Staff Committee**

There shall be established in each **Adult Education Centre**, a Staff Committee. Such committee shall operate without derogating from the duties and authority vested in the **AEC Principal/Vice-Principal** pursuant to the Labour Relations Code and/or, subject to the provisions of the Collective Agreement, the policies of the Board.

#### **1. Composition**

- (a) **AEC Principal/Vice-Principal** or designate
- (b) A number of employees as determined by the staff:
  - (i) A maximum of twenty (20) employees selected by the staff.
  - (ii) With the agreement of the **AEC Principal/Vice-Principal**, the entire staff.
  - (iii) Every effort will be made to schedule meetings when the greatest number of employees can attend.
- (c) The VTF **(AE)** representative on staff.
- (d) The Chairperson, who shall be an employee, shall be selected on an annual basis by the employees on the committee.
- (e) Members of the committee shall reflect the diversity of the staff either by program, service, specialty or other suitable designation.

#### **2. Function**

The committee shall have the right to discuss matters related to the operation of the **Adult Education Centre**, to provide advice to the **AEC Principal/Vice-Principals**, and to consider any or all of the following matters in relation to the operation of the **Adult Education Centre**:

## **ARTICLE 11 - COMMITTEES - (Continued)**

### **C. Staff Committee (Cont'd)**

#### **2. Function (Cont'd)**

- (a) Employees' assignments, using the following considerations:
  - (i) Adequate physical requirements.
  - (ii) Suitable class size.
  - (iii) Suitable instructional assignment.
  - (iv) An adequate supply of learning materials.
  - (v) An adequate auxiliary staff.
  - (vi) Time to plan, to organize and to work with individual students, volunteers and with colleagues.
  - (vii) Student evaluation (reporting on student progress).
- (b) To assess the instructional and learning conditions within the **Adult Education** Centre with a view to making improvements in the total instructional/learning situation.
- (c) To study and make recommendations on **Adult Education** Centre regulations and routines.
- (d) To participate in the planning and scheduling of professional and staff development activities.
- (e) To conduct studies and participate in the development of the **Adult Education** Centre mission statement.
- (f) To contribute to planning and evaluation of **Adult Education** Centre programs and curriculum.
- (g) To be involved with the timetabling and organization of the **Adult Education** Centre.
- (h) To consult and be involved in **Adult Education** Centre staffing and to conduct studies of the utilization of staff.
- (i) To consider and recommend whether the **Adult Education** Centre remains open during term breaks.
- (j) To explore any other matters of concern to the members of the staff.
- (k) In order to assist with the above, to establish any or all of the following committees:
  - (i) Interviewing **sub**-committee.
  - (ii) Professional Development **sub**-Committee.
  - (iii) Time-Tabling and Staffing **sub**-Committee.
  - (iv) Finance **sub**-Committee.

## **ARTICLE 11 - COMMITTEES - (Continued)**

### **C. Staff Committee (Cont'd)**

#### **2. Function (Cont'd)**

- (k) It is understood that the **AEC Principal/Vice-Principal and the Senior Staff Representative are** ex-officio members and may attend any meeting of such **sub-committees**. Other **sub-committees** may be established as needed.

**The terms of reference of each sub-committee shall be established by the Staff Committee and all sub-committees shall report and make recommendations to the Staff Committee.**

#### **3. Staff Committee Meetings**

- (a) Except by mutual agreement, **Staff Committee** meetings shall be held once a month.
- (b) An agenda shall be established jointly by the Staff Committee chairperson and the **AEC Principal/Vice-Principal** and published one (1) week prior to the meeting.
- (c) Minutes shall be recorded by a member of the **Staff Committee** and made available to all staff within **one (1) week after** the meeting.
- (d) In the event that the **AEC Principal/Vice-Principal** does not follow the advice of the **Staff Committee**, reasons, which shall be recorded in the minutes, shall be provided to the committee.
- (e) It is understood that no release time will be provided for employees to attend such meetings.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

### **A. Grievance Procedure**

1. This Article constitutes the procedure for making a final and conclusive determination of any dispute (hereinafter referred to as the "grievance") respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including a question as to whether a matter is arbitrable. The time limits may be altered only by mutual written consent of the parties. Such consent shall not unreasonably be refused
2. In accordance with the Labour Relations Code, no employee shall be disciplined or discriminated against for filing a grievance or taking part in any proceedings under this Article.

### **B. 1. Step One**

- (a) The VTF (**AE**) or an employee alleging a grievance ("the grievor") shall request a meeting with the **Adult Education Centre Principal/Vice-Principal** and they shall attempt to resolve the grievance summarily. Where the grievor is an employee, the grievor shall be accompanied at this meeting by a representative appointed by the VTF (**AE**).
- (b) The grievance must be raised within thirty (30) working days of the alleged violation or within thirty (30) working days of the party becoming reasonably aware of the alleged violation.

## **ARTICLE 12 - GRIEVANCE PROCEDURE - (Continued)**

### **B. 2. Step Two**

- (a) If the grievance is not resolved at Step One within ten (10) working days of the date of the request made for a meeting referred to in 12.B.1.(a), the grievance may be referred to a Step Two of this grievance procedure by letter from the VTF **(AE)** to the Board official directly responsible. The Board official directly responsible shall forthwith meet with the representative(s) of the VTF **(AE)** and attempt to resolve the grievance.
- (b) The grievance shall be presented in writing by the VTF **(AE)** giving the general nature of the grievance and any alleged violation of the Collective Agreement.
- (c) A written reply to the grievance shall be sent to the VTF **(AE)** from the Board within ten (10) working days of the meeting referred to in 12.B.2.(a).

### **3. Step Three**

If the grievance is not resolved pursuant to 12.B.2.C, the VTF **(AE)** may, within ten (10) working days by letter to the Board official responsible, refer the grievance to Step Three (Joint Committee) of this grievance procedure. The Joint committee, consisting of two (2) representatives of the Board and two (2) representatives of the VTF **(AE)**, shall meet within ten (10) working days and attempt to resolve the grievance. Both parties and/or their representatives may make submissions to the Joint Committee.

### **4. Step Four**

If the Joint Committee referred to in 12.B.3. does not resolve the grievance, either party within ten (10) working days may refer the matter to arbitration pursuant to Clause 12.D. of this Article. The decision of the arbitrator shall be final and binding.

### **C. Omitting Steps**

- 1. Nothing in this collective agreement shall prevent the parties from mutually agreeing to refer a grievance to a higher step in the grievance procedure.
- 2. The VTF **(AE)**, or the Board, may refer grievances of a general nature or grievances involving a policy of the Board directly to step three of this grievance procedure.

### **D. Arbitration**

The following provisions shall apply to arbitration under this Article:

- 1. Either party shall notify the other by letter of the referral of the grievance to arbitration. The matter shall be decided by a mutually acceptable single arbitrator. Either party may, however, choose a three member arbitration board to deal with any grievance. In such cases the arbitration board shall consist of one (1) member nominated by the Board, one (1) member nominated by the VTF **(AE)**, and a chairperson who shall be mutually agreed upon by the two (2) nominees.
- 2. If the parties are unable to agree upon a mutually acceptable single arbitrator or chairperson of an arbitration board within ten (10) working days of the referral to arbitration in Clause 1. above, either party may apply to the Minister of Labour of British Columbia who shall be authorized to make the necessary appointment.

## **ARTICLE 12 - GRIEVANCE PROCEDURE - (Continued)**

### **D. Arbitration (Cont'd)**

3. Each party shall bear its own costs, including costs of its counsel, witnesses, and nominee, and the costs of the chairperson or single arbitrator shall be shared equally.
4. There is no restriction against the parties agreeing to an expedited or streamlined process of arbitration.

### **E. Expedited Arbitration**

1. Individual grievances under Articles 7.A., B., C., and Article 9.B. may be referred to expedited arbitration by the party initiating the grievance.
2. By mutual agreement, any other grievance may be referred to expedited arbitration.
3. The party initiating the grievance will write to the other party and explain the basis of the grievance, including the Agreement article allegedly violated.
4. Prior to referral to arbitration, the parties shall meet and attempt to resolve the matter in dispute. This meeting will occur within five (5) working days from the initiation of the grievance. If the meeting does not occur within the stated time line, the grieving party shall have the option of proceeding directly to arbitration.
5. The parties will attempt to agree on a Statement of Facts prior to the arbitration hearing.
6. Legal representation shall not be used at hearings under the expedited arbitration process.
7. A single arbitrator shall be selected according to the Letter of Understanding (Pg 76) in this Collective Agreement.
8. The arbitrator shall hear the grievance within ten (10) working days of the grievance being referred to expedited arbitration and shall render a decision within a further five (5) working days. If these time lines cannot be met by the selected arbitrator, the next arbitrator from the list who can meet the time lines shall be selected.
9. The decision of the arbitrator shall be final and binding. No written reasons shall be provided beyond those which the arbitrator deems appropriate to convey the decision. Expedited arbitration decisions shall be of no precedential value and shall not hereafter be referred to by the parties in respect of any other matter.
10. All mutual costs of the arbitrator shall be shared equally between the parties. Each party will bear its own costs.

### **F. Contact**

It is agreed that the sole contact with the grievor on behalf of the Board shall be through the **Adult Education Centre Principal/Vice-Principal** in step one of this article. Subsequent steps shall be dealt with between the Board **management staff** and the VTF **(AE)**. The VTF **(AE)** agrees that, after a grievance has been initiated, the VTF **(AE)**'s representatives will not enter into discussion or negotiation with any Board member or official outside the grievance procedure without the consent of the Associate Superintendent - Human Resources or designate.

## **ARTICLE 12 - GRIEVANCE PROCEDURE - (Continued)**

### **G. Offers of Settlement**

All discussions and correspondence relating to offers of settlement shall be without prejudice and shall not be admissible at the Arbitration hearing.

### **H. General Nature Grievances**

Should the Board or the VTF **(AE)** initiate a general nature grievance, it shall commence at step 2 of this Article.

## **ARTICLE 13 - TECHNOLOGICAL CHANGE**

### **A. Definition**

For the purpose of this Agreement the term "technological change" shall mean the introduction of machinery or equipment different in nature, type or quantity from that previously utilized, or a change in the manner in which the Board carries out its business resulting from the introduction of such machinery or equipment, that would create a layoff or transfer of employees. "Transfer" shall mean reassignment to a different **Adult** Education Centre.

### **B. Notification**

When the Board intends to introduce a technological change as defined herein, it will notify the VTF **(AE)** in writing, a minimum of ninety (90) days prior to its introduction.

### **C. Information**

The notice of intent to introduce a technological change shall contain:

1. The nature of the change.
2. The date on which the Board intends to effect the change.
3. The approximate number, type and location of employees likely to be affected.
4. Any other effects the Board anticipates on employees and their working conditions.

The Board shall update this information as new developments arise and modifications are made.

### **D. Minimize Adverse Effects**

The Board shall minimize any adverse effects by involving the employees and the Staff Committee in the implementation and evaluation stages of the change.

### **E. Discussions**

The parties will meet within thirty (30) days of the above notice in an attempt to resolve any problems associated with displacement of employees. Such discussions may include:

1. The provision of training or retraining to one (1) or more employees.
2. The transfer or reassignment of employees to other assignments.
3. The possible effects the change may have on employees' health and safety as available through the Workers' Compensation Board of B.C.

## **ARTICLE 13 - TECHNOLOGICAL CHANGE - (Continued)**

### **E. Discussions (Cont'd)**

4. The entering into of letters of agreement protecting employees.

If no agreement is reached on the introduction of the technological change, the Board will institute the change, subject to any affected employee's right to subsequently grieve. It is understood no present employee will be laid off nor their hours reduced solely due to the introduction of technological change. This protection is contingent on the acceptance of any training offered.

## **ARTICLE 14 - REDUCTION OF WORKING HOURS, LAY-OFF, SEVERANCE AND RECALL**

### **A. Reduction of Working Hours and Lay-off**

Where CIE finds it necessary to terminate the employment of a continuing employee declared surplus to the needs of CIE, or to reduce the hours of work of a continuing employee, such termination or reduction shall be in accordance with the provisions of this Article.

### **B. Principle of Security**

1. CIE and the VTF **(AE)** agree in principle that seniority of service in the employment of CIE entitles employees to a commensurate increase in security of employment.
2. Redundant employees may only be recalled to positions, or displace employees with less seniority, in the same classification.

### **C. Seniority Recognition**

1. **Definition of Seniority**

**In this agreement "seniority" means an employee's initial date of hire when the employment is continuous, with a minimum one (1) contract per school year (Article 1.K.10.).**

- (a) When the seniority of two (2) or more employees is equal pursuant to paragraph **1. above**, the employee with the **earliest date of joining** (from 1994 July 01) as an Employee-on-Call shall be deemed to have the greatest seniority.
- (b) When the seniority of two (2) or more employees is equal pursuant to paragraph **(a)**, the employee selected by lot shall be deemed to have the greater seniority.

2. **Seniority and Leaves of Absences**

For the purposes of this Article **all leaves approved by the Board** shall **not be considered a break in** service with the Board.

### **D. Definition of Qualifications**

1. For the purposes of this Article, qualifications in respect of a position shall mean a reasonable expectation that the employee will be able to perform the duties of a specific assignment, based upon the employee's education, certification, training, and experience.



**ARTICLE 14 - REDUCTION OF WORKING HOURS, LAY-OFF, SEVERANCE AND RECALL -**  
**(Continued)**

**D. Definition of Qualifications (Cont'd)**

2. CIE **staff** responsible for an employee's assignment will determine whether an employee has the necessary qualifications for a particular position subject to the right of the employee to grieve the decision.

**E. Security of Employment**

1. If **VSB** is required to effect a reduction in the total number of employees employed by **VSB**, the employees to be retained on the adult learning staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications as defined in Article 14.D. for the positions available.
2. Where an employee's hours are reduced to zero as a result of work being transferred to a more senior employee, the termination shall be effective immediately at the time the work is reassigned. Such employee will have the right to recall in accordance with Article 14.F. and any appropriate payments pursuant to Article 2.G.3.
3. If **VSB** is required to effect a partial reduction in the total number of hours in a continuing employee's contracted hours, the contract of the least senior employee **within the centre** for which the more senior employee has the necessary qualifications shall be the contract to which the partial reduction shall be applied.
4. Where the employee's hours of employment have been partially reduced, the reduction in the hours of employment shall be effective immediately at the time the work is reassigned. Such employee will have the right to replacement work in accord with Article 14.G. and any appropriate payment pursuant to Article 2.G.3.
5. The reorganization which may arise from the implementation of Articles 14.E.1 to 14.E.4. may necessitate the transfer of employees.

**F. Employees' Right to Recall**

1. Employees who have been laid off and who have the right to recall will be eligible for positions pursuant to Article 7.A.3.(e).
2. The right to recall of an employee with a continuing appointment is lost if:
  - (a) The employee elects to receive severance pay.
  - (b) The employee accepts a continuing contract at least equal to the number of hours lost as a result of layoff.
  - (c) The employee refuses to accept two continuing positions of equal or greater hours per week, compared to the employee's hours prior to layoff, for which the employee possesses the necessary qualifications.
  - (d) Twenty-four (24) months have elapsed since the employee was laid off.

**ARTICLE 14 - REDUCTION OF WORKING HOURS, LAY-OFF, SEVERANCE AND RECALL -**  
**(Continued)**

**F. Employees' Right to Recall - (Cont'd)**

3. When a position on the adult learning staff of the District becomes available subsequent to the process in Article 7.A.1., 2., and 3., CIE shall send out a descriptive notice of each vacancy to all employees on the replacement work or recall list. The person who is selected to fill each vacancy shall be the employee who applies and who has the highest priority (Article 7.A.3.), greatest seniority, and who possesses the necessary qualifications. If the employee who is offered the position declines the offer, the position shall be offered to the employee who has the next greatest seniority, the necessary qualifications and who has applied. All positions shall be filled in this manner while there are employees remaining who have a right to replacement work or recall pursuant to this Article.
4. An employee who is offered recall shall inform CIE whether or not the offer is accepted within two (2) working days of the receipt of such offer.
5. The AEC Principal/Vice-Principal and the employee shall agree to a date on which the employee will commence his/her duties and this date shall normally be within thirty (30) days of the employee's acceptance of the appointment. The AEC Principal/Vice-Principal and the employee may agree to extend this time limit. The AEC Principal/Vice-Principal may employ a temporary assignment or an Employee-on-Call in the position until the employee commences the position.
6. Upon recall an employee shall be entitled to a continuing appointment. However, while an employee is on the recall list, CIE may offer a temporary assignment pursuant to Article 14.F.7.
7. Upon acceptance of a temporary assignment, an employee shall retain his/her former continuing appointment recall status even though the interim assignment may be for a specified term in his/her own or another classification and/or for an amount of employment different from the continuing appointment recall status. Such an interim assignment does not jeopardize the employee's right to all of the recall provisions contained in this Article. Unless authorized otherwise by the Associate Superintendent or designate, employees in such a temporary position who accept recall to a continuing position during a term will not move to the position until the commencement of the following term. Time accumulated on such assignments will become part of the employee's service only after the employee is recalled to a continuing appointment.
8. No employee shall be hired or retained in employment while there is an employee with greater seniority on the recall list who has the necessary qualifications for that position and who applies.
9. An employee on the recall list is responsible for keeping the office of the Associate Superintendent or designate informed of changes of name, address, telephone number and qualifications. For purposes of this Article, an offer sent to the last known address by registered mail and returned as undeliverable will constitute a refusal of recall.

**G. Employee's Right to Replacement Work**

1. If an employee with continuing status experiences a loss of part of his/her assigned continuing workload other than by choice, such employee will be offered replacement work, in accord with the following terms, so as to return to the amount of work formerly contracted for:

**ARTICLE 14 - REDUCTION OF WORKING HOURS, LAY-OFF, SEVERANCE AND RECALL -**  
**(Continued)**

**G. Employee's Right to Replacement Work - (Cont'd)**

1.
  - (a) An employee's right to replacement work will be from work within the same classification (i.e. Instructor or Instructional Assistant) but will not necessarily include assignments with extra rates or allowances, subject to the employee having the necessary qualifications.
  - (b) Employees shall have the right to replacement work equal to the number of continuing hours lost.
  - (c) Where no replacement work is available, or the work reduction is only partially replaced, the employee retains the right to the remaining number of continuing hours lost.
  - (d) The employee ceases to have the right to replacement work, as follows:
    - (i) Twenty-four (24) months has expired.
    - (ii) The hours of replacement work the employee was entitled to have been replaced in full by continuing hours.
    - (iii) The employee has refused two offers of continuing hours of replacement work equal to the number of continuing hours lost.
    - (iv) the employee has refused two (2) offers of replacement work, in which case the employee loses his/her rights to replacement work for the number of hours in the offer with the greatest number of continuing hours. The employee retains the right to replacement work for the remaining number of hours.
2. When a position on the adult learning staff of the District becomes available subsequent to the process in Article 7.A.2., and 7.A.3., **VSB** shall send out a descriptive notice of each vacancy to all employees on the replacement work or recall list. The person who is selected to fill each vacancy shall be the employee who applies and who has the highest priority (Article 7.A.3.), greater/greatest seniority, and who possesses the necessary qualifications. If the employee who is offered the position declines the offer, the position shall be offered to the employee who has the next greatest seniority, the necessary qualifications and who has applied. All positions shall be filled in this manner while there are employees remaining who have a right to replacement work or recall pursuant to this Article.
3. An employee who is offered replacement work shall inform **the AEC Principal/Vice-Principal or designate in writing within one (1) working day** whether or not the offer is accepted within one (1) working day.
4. The **AEC Principal/Vice-Principal** and the employee shall agree to a date on which the employee will commence his/her duties and this date shall normally be within thirty (30) days of the employee's acceptance of the **assignment**. The **AEC Principal/Vice-Principal** and the employee may agree to extend this time limit. The **AEC Principal/Vice-Principal** may employ a temporary assignment or an Employee-on-Call in the position until the employee commences the position.
5. Upon accepting an offer of replacement work, an employee shall be entitled to a continuing **assignment**. However, while an employee is on the replacement work list, CIE may offer a temporary assignment pursuant to Article 14.G.7.

**ARTICLE 14 - REDUCTION OF WORKING HOURS, LAY-OFF, SEVERANCE AND RECALL -**  
**(Continued)**

**G. Employee's Right to Replacement Work - (Cont'd)**

6. Upon acceptance of a temporary assignment, an employee shall retain his/her eligibility for replacement work even though the interim assignment may be for a specified term in his/her own or another classification and/or for an amount of employment different from the entitlement for replacement work. Such a temporary assignment does not jeopardize the employee's right to all of the replacement work provisions contained in this Article.
7. No employee shall be hired or retained in employment while there is an employee with greater seniority on the replacement work list who has the necessary qualifications for that position and who applies.
8. An employee on the replacement work list is responsible for keeping the VSB and the Centre's Principal/Vice-Principal informed of changes of name, address, telephone number, e-mail and qualifications. For purposes of this Article, if all attempts to contact the employee with a job offer fail to produce a response after the expiration of the twenty-four (24) hour offer period, this will constitute a refusal of an offer of replacement work.

**H. Employee Seniority Lists**

1. The VSB shall provide the VTF (AE) with a copy of the seniority list by November 30 of each year.
2. The VSB shall forward to the VTF (AE) the recall and the replacement list by seniority at the beginning of each quarter.
3. All deletions, additions, or other changes in the recall and the replacement lists as they occur shall be communicated in writing to the VTF (AE) by providing a copy of all relevant correspondence pertaining to members of the VTF (AE).

**I. Sick Leave**

An employee recalled pursuant to the provisions of this Article shall be entitled to all sick leave credit which had been accumulated at the date of layoff.

**J. Benefits**

1. The employees' benefits (medical care, extended health care, dental care, and life insurance) shall continue for the period of prepayment or for two (2) months immediately following the layoff or termination of employment, whichever is greater.
2. An employee who retains a right of recall shall be entitled to maintain participation in the benefits listed in Article 14.J.1. by making payment to CIE monthly in advance of the full cost of such benefits.

**K. Severance Pay**

1. An employee on continuing appointment whose hours are reduced to zero (0) pursuant to this clause, may elect to receive severance pay at any time up to the end of the recall period as in Article 14 F 2.

**ARTICLE 14 - REDUCTION OF WORKING HOURS, LAY-OFF, SEVERANCE AND RECALL -**  
**(Continued)**

**K. Severance Pay (Cont'd)**

2. Severance pay shall be calculated at the rate of ten per cent (10%) of one (1) year's salary for each year of aggregate service FTE rounded to the nearest month, to a maximum of one (1) year's salary.
3. An employee who receives severance pay pursuant to this Clause and who is subsequently rehired by CIE shall retain any severance payment. In such a case, the calculation of years of service shall thereafter commence with the date of such rehiring. Accumulated sick leave credits shall be reinstated in accordance with Article 14.1.

**L. Appeal Procedure**

Where a difference arises between the parties relating to the interpretation and application of the provisions of this Article, all such matters shall be adjudicated through the Grievance Procedure as set forth in Article 12.

IN WITNESS WHEREOF the common seal of the parties was hereunto affixed in the presence of their respective duly authorized officers on the day and year first above written.

SIGNED, SEALED and DELIVERED by  
The Board of School Trustees of School  
District No. 39 (Vancouver) in the presence  
of:

Adrienne Montan  
Chairperson

Brenda Hg  
Secretary-Treasurer

SIGNED, SEALED and DELIVERED BY  
Vancouver Teachers' Federation (**VESTA**  
**Adult Educators' Sublocal**) in the presence  
of:

Donna Brest

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

Letter of Understanding

1998 March 18 (Amended March 2, 2005)

**Between:** Vancouver Teachers' Federation (VESTA Adult Educators' Sublocal)

**And:** Vancouver School Board

The parties have a mutual interest in the success of courses and programs offered to the community we serve. In recognition of this there will be occasions when it will be advantageous to have an Instructor, who may be already working full time, introduce a new course.

To facilitate this advantage, a course offered for the first three (3) quarters or two (2) semesters at an Adult Education Centre may be contracted to a continuing employee as a temporary contract in place of one of the continuing employee's existing courses, on the condition that the continuing employee retain the right to return to his/her previous course if it is still scheduled, or a comparable one if it is not, at the completion or cancellation of the temporary contract.

Original Signed By:

VANCOUVER TEACHERS' FEDERATION

VANCOUVER SCHOOL BOARD

*"Al Blackey"*

*"Brian Bannon"*

*"Rick Debney"*

*"Brian Graham"*

*"Stacey Harker"*

*"Peter Andrade"*

## Letter of Understanding

2001 January 31 (**Updated 2004**)

Between: Vancouver Teachers' Federation (**VESTA Adult Educators' Sublocal**)

And: Vancouver School Board

RE: Length of School Quarters/Semesters

The parties to this agreement understand that the Vancouver School Board has the overall responsibility for the programs and services offered to students.

In order to facilitate the communication between the parties regarding the length of quarters and semesters, the **Adult** Education Centres Personnel and Staffing Advisory Committee will be used as the means for the VSB to provide information to the VTF (**AE**) regarding examination dates, the planned beginning and end of school quarters and semesters, and for the VTF (**AE**) to provide advice and information to the VSB before decisions are made regarding the start and end dates for school quarters and semesters.

For the **Vancouver Teachers'**  
**Federation (VESTA Adult**  
**Educators' Sublocal)**

For the VSB

*Suzie Mah*

*Brian Bannon*



Letter of Understanding

2001 January 1 (**Updated 2004**)

Between: Vancouver Teachers' Federation (**VESTA Adult Educators' Sublocal**)

And: Vancouver School Board

RE: EOC Call-Out

The Vancouver School Board has recognized that regular employees currently bear the responsibility for calling and arranging for substitutes when they are unable to attend work. As a result, the VSB has committed to develop and implement a call-out system for employees on call, beginning immediately and with a goal of having a system functioning by the beginning of the first quarter, 2001.

For the **Vancouver Teachers'**  
**Federation (VESTA Adult**  
**Educators' Sublocal)**

*Suzie Mah*

For the VSB

*Brian Bannon*

## Letter of Understanding

2000 December 6

Between: Vancouver Teachers' Federation (**VESTA Adult Educators' Sublocal**)

And: Vancouver School Board

Re; Expedited Arbitration

The parties have a mutual interest in the selection of an arbitrator for the expedited arbitration process in Article 12.E. In recognition of this a committee shall be established comprised of two representatives from VTF (**AE**) and two representatives from VSB to mutually agree on a list of arbitrators contained in this Letter of Understanding.

The Committee shall meet before April 30<sup>th</sup> of each year to renew and update the following list:

Don Munroe  
Colin Taylor  
James Dorsey  
Heather Laing  
Judi Korbin  
Bruce Greyell

It is understood that in the event that the parties do not agree in the selection of an updated list of the expedited arbitrators, the current list shall prevail.

Unless the parties agree otherwise, the arbitrators shall be selected by rotation. Nothing shall prevent the parties from mutually agreeing to an arbitrator who is not included in the above list.

Vancouver Teachers' Federation

Suzie Mah  
Leo Hutchinson  
Donna Brack  
Tom Emanouilidis

Vancouver School Board

Brian Bannon  
John Crowe  
Peter Andrade

Letter of Understanding

**June 14, 2004**

Between: Vancouver Teachers' Federation (**VESTA Adult Educators' Sublocal**)  
and: Vancouver School Board  
RE: Payroll Changes

The VSB is committed to developing enhancements to the payroll system **to** incorporate **at least** the following features:

- Discontinue paper timesheets
- Attendance/absence recording
- **Provide cumulative hours worked on the pay stub**
- Improved information available to employees

The VSB is also committed to providing regular update to the VTF (AE), through the **Education Centre's Personnel and Staffing Advisory Committee** once bargaining is concluded, to keep the union informed of progress.

The target date for implementation **of the above features shall be within twelve (12) weeks after the payroll system becomes operational.**

For the **Vancouver Teachers'**  
**Federation (VESTA Adult**  
**Educators' Sublocal)**

For the VSB

*J. Alan Crawford*

*Jacquie Griffiths*

**Letter of Understanding**

**April 13, 2005**

**Between:**        **Vancouver Teachers' Federation (VESTA Adult Educators' Sublocal)**

**and:**            **Vancouver School Board**

**RE:**            **Employees-on-Call**

**The parties agree that any change(s) to the present Employee on Call call-out system shall be discussed at the Education Centre's Personnel Staffing Advisory Committee.**

**Signed by VTF (AE)**

***J. Alan Crawford***

**Signed by VSB**

***Jacquie Griffiths***

**Date signed:**

**June 11, 2004**

**Letter of Understanding**

**April 13, 2005**

**Between: Vancouver Teachers' Federation (VESTA Adult Educators' Sublocal)**

**and: Vancouver School Board**

**RE: Extra Salary Payment**

**The parties agree that there will be at least three (3) salary payments between September 1<sup>st</sup> and October 2<sup>nd</sup>. This arrangement will expire 2008 June 30.**

**Signed by VTF (AE)**

***J. Alan Crawford***

**Signed by VSB**

***Nancy Stair***

**Date signed:**

**November 3, 2004**

**Letter of Understanding**

**April 13, 2005**

**Between: Vancouver Teachers' Federation (VESTA Adult Educators' Sublocal)**

**and: Vancouver School Board**

**RE: Evaluation, Instructional Assistants**

**The parties see the desirability for an evaluative instrument for Instructional Assistants. It is intended that an evaluation may take place for continuing status employees and for new employees with a temporary contract.**

**A committee comprised of three (3) members from the VSB and three (3) members from the VTF (AE) will be established to develop criteria and come up with recommendations for an evaluative process within ten (10) months of signing the Memorandum of Agreement (April 13, 2005).**

**Signed by VTF (AE)**

***J. Alan Crawford***

**Signed by VSB**

***Nancy Stair***

**Date signed:**

**January 19, 2005**

**Letter of Understanding**

**April 13, 2005**

**Between:**      **VTF (AE Sublocal)**

**And:**            **Vancouver School Board**

**Re:**              **Alternate Dispute Resolution Process (ADRP)**

**The parties agree to a pilot project using the Canadian Joint Grievance Panel Inc. as an alternative process for settling grievances after they have reached Step 3 and before they have reached Step 4 of the grievance procedure.**

- 1.      This process will be used only upon mutual agreement between the Board and the Vancouver Teachers' Federation (Adult Education).**
- 2.      All costs associated with the process will be shared equally between the Board and the Vancouver Teachers' Federation (Adult Education).**
- 3.      The Board or the Vancouver Teachers' Federation (Adult Education) may choose to have members on their panel that are not associated with or have used the process. However, panelists cannot be employed by the Vancouver Teachers' Federation or the Vancouver School Board.**
- 4.      The decisions rendered are final and binding but not precedent setting. If the panel is deadlocked, either party may proceed.**
- 5.      This Letter of Understanding will be in effect until the end of the current Collective Agreement (2008 June 30). The Canadian Joint Grievance Panel Inc. process will be evaluated at the end of the Agreement and continuance will depend upon the mutual agreement of the Vancouver School Board and the Vancouver Teachers' Federation (Adult Education).**

**Signed by VTF (AE)**

**J. Alan Crawford**

**Signed by VSB**

**Nancy Stair**

**Date signed:**

**February 1, 2005**

**Letter of Understanding**

**April 13, 2005**

**Between:**        **VTF (AE Sublocal)**

**And:**            **Vancouver School Board**

**RE:**             **Employee Exchange Program**

**Each party shall appoint two (2) members to a committee to facilitate and/or develop an employee exchange program across Centres using the following guidelines:**

- 1.    Is initiated by an employee(s) or an AEC Principal(s)/Vice-Principal(s)**
- 2.    Is agreed by all parties involved, or the exchange does not occur**
- 3.    Involves employees on continuing contracts but not an exchange between different classifications**
- 4.    Is limited to one (1) term unless all parties agree**
- 5.    Is for the complete exchange of contracted hours.**

**Mutually agreeable recommendations of the committee will be reported within six (6) months from the signing of the Memorandum of Agreement.**

**This letter will expire 2008 June 30 (at the end of Collective Agreement) unless mutually agreed by the parties.**

**Signed by VTF (AE)**

***J. Alan Crawford***

**Signed by VSB**

***Nancy Stair***

**Date signed:**

**February 22, 2005**



**Letter of Understanding**

**April 13, 2005**

**Between:**        **VTF (AE Sublocal)**

**And:**            **Vancouver School Board**

**RE:**             **On Line Education**

**Through discussions at the bargaining table we agree that further development of on line courses is a good idea. Through this process we will continue to support the development of on line education to enhance the course programs and services offered to the community, while considering the students' needs and current program offerings throughout the system.**

**Signed by VTF (AE)**

**J. Alan Crawford**

**Signed by VSB**

**Nancy Stair**

**Date signed:**

**April 6, 2005**

**Letter of Understanding**

**April 13, 2005**

**Between:**      **VTF (AE Sublocal)**

**And:**            **Vancouver School Board**

**RE:**             **Outreach Workers**

**The parties agree to establish the following grid. Existing Outreach Workers will be paid at step three (3) and according to the formulae below.**

<u>Increment Steps</u>	<u>Hourly Rate</u>
<u>1</u>	<u>\$23.65</u>
<u>2</u>	<u>\$25.27</u>
<u>3</u>	<u>\$26.29</u>

- 1. Effective July 1, 2005, the Board will place each newly hired Outreach Worker(s) at step one (1). The savings that result from the difference in hourly rates shall be apportioned on the basis of employee FTE as a lump sum payment at the end of the school year (June 30, 2006) to the Outreach Workers at step three (3).**
- 2. The above calculation shall be repeated based on the annual savings for the school year effective June 30, 2007 and June 30, 2008.**
- 3. A year of experience for salary increment purposes for Outreach Workers shall be calculated pursuant to Article 9.D.**
- 4. If an Outreach Worker has been on unpaid leave for one (1) year or more at the time of the calculation of the lump sum payment, then his/her portion of lump sum payment will be disbursed to the remaining Outreach Workers at step three (3).**
- 5. This Letter of Understanding will expire on June 30, 2008 (end of the Collective Agreement).**

**Signed by VTF (AE)**

**J. Alan Crawford**

**Signed by VSB**

**Nancy Stair**

**Date signed:**

**April 13, 2005**

## APPENDIX A

### ATTENDANCE IN COURT

This form is required in respect of any attendance in Court before the Board of School Trustees of School District No. 39 (Vancouver) can give consideration to payment of salary or wages, in whole or in part, to any employee for time spent so attending.

1. Name of Employee \_\_\_\_\_  
(S.I.N.) \_\_\_\_\_
2. Name of Court attended \_\_\_\_\_
3. Dates attended \_\_\_\_\_
4. Hours attended \_\_\_\_\_
5. Was attendance mandatory? \_\_\_\_\_
6. If so, by what authority (summoned, etc.)? \_\_\_\_\_
7. If no, why was attendance necessary? \_\_\_\_\_
8. Reason for attendance (e.g., jury duty) \_\_\_\_\_
9. Amount of fees received, less expenses \_\_\_\_\_
10. Is attendance now concluded? \_\_\_\_\_

Court Officer completing this form:

Signature \_\_\_\_\_

Position \_\_\_\_\_

Space for Court Stamp

DATE: \_\_\_\_\_

## APPENDIX B

### EMPLOYMENT STANDARDS ACT

#### [RSBC 1996] CHAPTER 113

#### PART 6 - Leaves and Jury Duty

##### Pregnancy leave

50. (1) A pregnant employee who requests leave under this section is entitled to up to 17 consecutive weeks of unpaid leave
- (a) beginning
    - (i) no earlier than 11 weeks before the expected birth date, and
    - (ii) no later than the actual birth date, and
  - (b) ending
    - (i) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and
    - (ii) no later than 17 weeks after the actual birth date.
- (2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of birth or of the termination of the pregnancy.
- (3) Any employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
- (4) A request for leave must
- (a) be given in writing to the employer.
  - (b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
  - (c) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- (5) A request for a shorter period under subsection (1) (b) must
- (a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and
  - (b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

##### Parental leave

- 51 (1) An employee who requests parental leave under this section is entitled to,
- (a) for a birth mother, who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under section 50 unless the employer and employee agree otherwise,

## **APPENDIX B (Continued)**

### **EMPLOYMENT STANDARDS ACT (Cont'd)**

#### **PART 6 - Leaves and Jury Duty (Cont'd)**

##### **Parental leave (Cont'd)**

- 51** (1) (b) for a birth mother who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event,
- (c) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and
- (d) for an adopting parent, up to 37 consecutive weeks beginning within 52 weeks after the child is placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to 5 additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- (3) A request for leave must
- (a) be given in writing to the employer,
- (b) if the request is for leave under subsection (1) (a), (b) or (c) be given to the employer at least 4 weeks before the employee proposes to begin leave, and
- (c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under section 50 and this section is limited to 52 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

##### **Family responsibility leave**

- 52** An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to
- (a) the care, health or education of a child in the employee's care, or
- (b) the care or health of any other member of the employee's immediate family.

##### **Bereavement leave**

- 53** An employee is entitled to up to 3 days of unpaid leave on the death of a member of the employee's immediate family.

## OCCUPATIONAL HEALTH &amp; SAFETY REGULATION

## Part 4 General Conditions

## VIOLENCE IN THE WORKPLACE

## 4.27 Definition

in sections 4.28 to 4.31

"violence" means the attempted or actual exercise by a person, other than a worker, of any physical force so as to cause injury to a worker, and includes any threatening statement or behaviour which gives a worker reasonable cause to believe that he or she is at risk of injury.

## 4.28 Risk assessment

- (1) A risk assessment must be performed in any workplace in which a risk of injury to workers from violence arising out of their employment may be present.
- (2) The risk assessment must include the consideration of
  - (a) previous experience in that workplace,
  - (b) occupational experience in similar workplaces, and
  - (c) the location and circumstances in which work will take place.

## 4.29 Procedures and policies

If a risk of injury to workers from violence is identified by an assessment performed under section 4.28 the employer must

- (a) establish procedures, policies and work environment arrangements to eliminate the risk to workers from violence, and
- (b) if elimination of the risk to workers is not possible, establish procedures, policies and work environment arrangements to minimize the risk to workers.

\*See Part 3 (Occupational Health and Safety) of the *Workers' Compensation Act* and Part 3 (Rights and Responsibilities) of the OHS Regulation.

## 4.30 Instruction of workers

- (1) An employer must inform workers who may be exposed to the risk of violence of the nature and extent of the risk.
- (2) The duty to inform workers in subsection (1) includes a duty to provide information related to the risk of violence from persons who have a history of violent behaviour and who workers are likely to encounter in the course of their work.
- (3) The employer must instruct workers who may be exposed to the risk of violence in
  - (a) the means for recognition of the potential for violence,
  - (b) the procedures, policies and work environment arrangements which have been developed to minimize or effectively control the risk to workers from violence,
  - (c) the appropriate response to incidents of violence, including how to obtain assistance, and
  - (d) procedures for reporting, investigating and documenting incidents of violence.

## 4.31 Advice to consult physician

- (3) The employer must ensure that a worker reporting an injury or adverse symptom as a result of an incident of violence is advised to consult a physician of the worker's choice for treatment or referral. [Amended by B.C. Reg. 312/2003, effective October 29, 2003.]

\*See Part 3 (Rights and Responsibilities) of the OHS Regulation.  
**Appendix C (Continued)**

## **Occupational Health and Safety Regulation (cont'd)**

### **Part 4 General Conditions (cont'd)**

#### **Violence in the Workplace (cont'd)**

**NOTE:** The requirements for risk assessment, procedures and policies, the duty to respond to incidents and to instruct workers are based on the recognition of violence in the workplace as an occupational hazard. This hazard is to be addressed by the occupational health and safety program following the same procedures required by this Occupational Health & Safety Regulation to address other workplace hazards.

## APPENDIX D

### OCCUPATIONAL HEALTH & SAFETY REGULATION

#### Part 3 Rights and Responsibilities

#### REFUSAL OF UNSAFE WORK

##### 3.12 Procedure for refusal

- (1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- (3) A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and
  - (a) ensure that any unsafe condition is remedied without delay, or
  - (b) if in his or her opinion the report is not valid, must so inform the person who made the report.
- (4) If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of
  - (a) a worker member of the joint committee,
  - (b) a worker who is selected by a trade union representing the worker, or
  - (c) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker
- (5) If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

##### 3.13 No discriminatory action

- (1) A worker must not be subject to discriminatory action as defined in section 150 of Part 3 of the Workers Compensation Act because the worker has acted in compliance with section 3.12 or with an order made by an officer.
- (2) Temporary assignment to alternative work at no loss in pay to the worker until the matter in section 3.12 is resolved is deemed not to constitute discriminatory action.

**Note:** The prohibition against discriminatory action is established in the *Workers Compensation Act Part 3, Division 6, sections 150 through 153*. These sections of the *Act* are reproduced in the Introduction to the print version of Book 1 of the Occupational Health and Safety Regulation, on pages xviii-xix.



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