

VANCOUVER BOARD OF EDUCATION

VANCOUVER TEACHERS' FEDERATION
(VESTA ADULT EDUCATORS' SUBLOCAL)

Collective Agreement

2019 July 01 - 2022 June 30

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

BETWEEN:

BOARD OF EDUCATION 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 **2019 July 1** to **2022 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.

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.

ARTICLE 1 - GENERAL INFORMATION AND DEFINITIONS - (Continued)

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.N., 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.

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.

ARTICLE 1 - GENERAL INFORMATION AND DEFINITIONS - (Continued)

E. Contracting Out (Cont'd)

1. The Board (Cont'd)

(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.

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. 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.

ARTICLE 1 - GENERAL INFORMATION AND DEFINITIONS - (Continued)

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 AEC Principal/Vice-Principal. 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.

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 AEC Principal/Vice-Principal 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 AEC Principal/Vice-Principal 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. 96 – 97] 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.

ARTICLE 1 - GENERAL INFORMATION AND DEFINITIONS - (Continued)

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, and assignment.

3. Public Meetings

Public meeting agendas and attachments, when they are issued **are made available online.**

4. Minutes of Meetings

Minutes of public Board and representational committee meetings, when issued, **are made available online.**

5. Employee Seniority Lists

The Board shall provide the VTF (AE) with a copy of the seniority list by November 30 of each year.

6. Contracts

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

7. Leaves of Absence

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

8. 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.

ARTICLE 1 - GENERAL INFORMATION AND DEFINITIONS - (Continued)

J. Right to Representation (Cont'd)

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 the facility that houses an academic program that may consist of the following: a self-paced program, a structured program, as well as areas that provide other educational services to students.
3. **Outreach Program** is a program offered at a site other than an Adult Education Centre or Learning Centre.
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 classes are held.
6. **Associate Superintendent** is the Associate Superintendent or designate.
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 the Board in a work site as defined in 1.K.2.,3.,4., and 5. above, in one of the following classifications:
 - (a) **Teacher** – 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 **Teacher(s)**.
 - (c) **Teacher-In-Charge** shall be a **Teacher** appointed by the Board pursuant to Articles 2.K.2. and 6.C.1., 2., 3. who, in the absence but under the direction of the AEC Principal/Vice-Principal, is responsible for day-to-day decisions of the Adult Education Centre.
 - (d) **Department Head** shall be a **Teacher** appointed by the Board pursuant to Articles 2.K.1. and 6.C.1.,2.,3. for a two (2) year period to function as a curricular leader in curriculum development and to provide **Teachers** with resources and curriculum assistance.

ARTICLE 1 - GENERAL INFORMATION AND DEFINITIONS - (Continued)

K. Definitions (Cont'd)

- (e) **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.
 - (f) **Computer Team Leader** shall be an Instructional Assistant appointed by the Board whose primary responsibilities are ensuring the programs on networked systems are functioning appropriately and assisting students and staff with the use of computer-based programs and courses.
9. **Employee-on-Call** is an employee hired to relieve an employee on an hourly basis as and when required.
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 VBE 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 all self paced **programs, the term shall correspond with the quarter system schedule including each of the term breaks of the structured 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 **and proofreading of the new Collective Agreement.**
- 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 **pink** coloured cover to be distributed as follows:
 - (a) **Twenty (20)** copies for the VTF (AE).
- 4. The Board shall provide the Union with the Collective Agreement in Portable Data Format (PDF) and Word format so that the Union may provide printed copies to their members at the Union's cost.**
- 5. It shall be the responsibility of the Board at the time of on-boarding to ensure that each employee is provided access to a current copy of the Collective Agreement. An electronic version of the Collective Agreement will be made available to all employees on the Vancouver School Board website.**

ARTICLE 2 - SALARY

A. Teachers' 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.
4. There shall be a Joint Salary Review Committee composed of two (2) representatives from the Board 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.
5. The Joint Salary Review Committee shall meet as required.
6. 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.
7. At the time of appointment, the AEC Principal/Vice-Principal shall advise the **Teacher**, in writing, of the documentation required to establish initial scale placement.

The AEC Principal/Vice-Principal shall notify the **Teacher**, in writing, of the initial category and experience placement that has been assigned.

The AEC Principal/Vice-Principal shall make the initial placement of the **Teacher** on the salary scale. Placement shall be confirmed and salary adjusted retroactively, where necessary, when the **Teacher** presents proof of qualifications. The VTF (AE) shall be notified of the placement on the salary scale of all newly appointed **Teachers** within five (5) days following the first payroll date.

8. Upon receipt of documentation which establishes a salary category different from that in which the **Teacher** 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.
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.

ARTICLE 2 - SALARY - (Continued)

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

2. (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 **Teachers** 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 **Teachers** 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 **Teacher** who seeks advice in advance, on the acceptability of courses.

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.

ARTICLE 2 - SALARY - (Continued)

C. Teacher's Experience Recognition

1. A year of experience for salary increment purposes for **Teachers** 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 September first (1), November first (1), February first (1) and April first (1), after a year of aggregate experience is earned.
4. Hours of teaching experience for **Teachers** 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 **Teacher's** experience is relevant to the Vancouver school system.
 - (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 **Teacher** had held qualifications as a certificated teacher at the time of such experience.
 - (e) Department of National Defence Schools where the **Teacher'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 **Teacher** 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.

ARTICLE 2 - SALARY - (Continued)

C. Teacher's Experience Recognition (Cont'd)

5. (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. Teacher'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, the Board shall advise **Teachers**, in writing, of any documentation required to establish a rate of pay category placement. It is the responsibility of the **Teacher** 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 the Board, the Board shall inform the **Teacher**, 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.
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.

ARTICLE 2 - SALARY - (Continued)

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

6. Should an Instructional Assistant be selected for a **Teacher** position, **they** shall be placed at the bottom step of the appropriate scale, unless **they have** applicable experience credit that would normally be used to determine a **Teacher's** placement on scale.

F. 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 **Teacher**, a **Teacher** with a continuing contract who experiences the resulting loss of work shall be provided for pursuant to Article 14. If not **reorganized or** reassigned, the **Teacher on the replacement list** shall be entitled to a payment equivalent to the pay for six per cent (6%) of the total hours cancelled.

G. Salary Schedules

1. Teachers: July 1, 2019 – Annual Salary Increase of 2.0%

Step	4/PC	Plus 10%	5/PB	Plus 10%	6/PA	Plus 10%	6/M	Plus 10%
1	\$51.52	\$56.67	\$56.56	\$62.22	\$61.19	\$67.31	\$62.14	\$68.35
2	\$54.09	\$59.50	\$59.39	\$65.33	\$64.30	\$70.73	\$65.25	\$71.78
3	\$56.68	\$62.35	\$62.24	\$68.46	\$67.41	\$74.15	\$68.36	\$75.20
4	\$59.24	\$65.16	\$65.08	\$71.59	\$70.53	\$77.58	\$71.48	\$78.63
5	\$61.83	\$68.01	\$67.91	\$74.70	\$73.63	\$80.99	\$74.58	\$82.04
6	\$64.41	\$70.85	\$70.75	\$77.83	\$76.74	\$84.41	\$77.69	\$85.46
7	\$66.98	\$73.68	\$73.57	\$80.93	\$79.86	\$87.85	\$80.80	\$88.88
8	\$69.55	\$76.51	\$76.42	\$84.06	\$82.98	\$91.28	\$83.91	\$92.30
9	\$72.13	\$79.34	\$79.25	\$87.18	\$86.08	\$94.69	\$87.03	\$95.73
10	\$76.96	\$84.66	\$82.08	\$90.29	\$89.18	\$98.10	\$90.13	\$99.14
11	\$-	\$-	\$87.49	\$96.24	\$94.61	\$104.07	\$95.87	\$105.46

2. Positions other than Teachers: July 1, 2019 – Annual Salary Increase of 2.0%

Position	Step 1	Step 2	Step 3	Step 4	Step 5
Instructional Assistants	\$22.29	\$24.33	\$25.60	\$26.61	\$27.64
Computer Team Leaders	\$30.64				
Outreach Workers	\$29.75	\$31.79	\$33.09		

ARTICLE 2 - SALARY - (Continued)

G. Salary Schedules (Cont'd)

3. Teachers: July 1, 2020 – Annual Salary Increase of 2.0%

Step	4/PC	Plus 10%	5/PB	Plus 10%	6/PA	Plus 10%	6/M	Plus 10%
1	\$52.55	\$57.81	\$57.69	\$63.46	\$62.41	\$68.65	\$63.38	\$69.72
2	\$55.17	\$60.69	\$60.58	\$66.64	\$65.59	\$72.15	\$66.56	\$73.22
3	\$57.81	\$63.59	\$63.48	\$69.83	\$68.76	\$75.64	\$69.73	\$76.70
4	\$60.42	\$66.46	\$66.38	\$73.02	\$71.94	\$79.13	\$72.91	\$80.20
5	\$63.07	\$69.38	\$69.27	\$76.20	\$75.10	\$82.61	\$76.07	\$83.68
6	\$65.70	\$72.27	\$72.17	\$79.39	\$78.27	\$86.10	\$79.24	\$87.16
7	\$68.32	\$75.15	\$75.04	\$82.54	\$81.46	\$89.61	\$82.42	\$90.66
8	\$70.94	\$78.03	\$77.95	\$85.75	\$84.64	\$93.10	\$85.59	\$94.15
9	\$73.57	\$80.93	\$80.84	\$88.92	\$87.80	\$96.58	\$88.77	\$97.65
10	\$78.50	\$86.35	\$83.72	\$92.09	\$90.96	\$100.06	\$91.93	\$101.12
11	\$-	\$-	\$89.24	\$98.16	\$96.50	\$106.15	\$97.79	\$107.57

4. Positions other than Teachers: July 1, 2020 – Annual Salary Increase of 2.0%

Position	Step 1	Step 2	Step 3	Step 4	Step 5
Instructional Assistants	\$22.74	\$24.82	\$26.11	\$27.14	\$28.19
Computer Team Leaders	\$31.25				
Outreach Workers	\$30.35	\$32.43	\$33.75		

5. Teachers: July 1, 2021 – Annual Salary Increase of 2.0%

Step	4/PC	Plus 10%	5/PB	Plus 10%	6/PA	Plus 10%	6/M	Plus 10%
1	\$53.60	\$58.96	\$58.84	\$64.72	\$63.66	\$70.03	\$64.65	\$71.12
2	\$56.27	\$61.90	\$61.79	\$67.97	\$66.90	\$73.59	\$67.89	\$74.68
3	\$58.97	\$64.87	\$64.75	\$71.23	\$70.14	\$77.15	\$71.12	\$78.23
4	\$61.63	\$67.79	\$67.71	\$74.48	\$73.38	\$80.72	\$74.37	\$81.81
5	\$64.33	\$70.76	\$70.66	\$77.73	\$76.60	\$84.26	\$77.59	\$85.35
6	\$67.01	\$73.71	\$73.61	\$80.97	\$79.84	\$87.82	\$80.82	\$88.90
7	\$69.69	\$76.66	\$76.54	\$84.19	\$83.09	\$91.40	\$84.07	\$92.48
8	\$72.36	\$79.60	\$79.51	\$87.46	\$86.33	\$94.96	\$87.30	\$96.03
9	\$75.04	\$82.54	\$82.46	\$90.71	\$89.56	\$98.52	\$90.55	\$99.61
10	\$80.07	\$88.08	\$85.39	\$93.93	\$92.78	\$102.06	\$93.77	\$103.15
11	\$-	\$-	\$91.02	\$100.12	\$98.43	\$108.27	\$99.75	\$109.73

6. Positions other than Teachers: July 1, 2021 – Annual Salary Increase of 2.0%

Position	Step 1	Step 2	Step 3	Step 4	Step 5
Instructional Assistants	\$23.19	\$25.32	\$26.63	\$27.68	\$28.75
Computer Team Leaders	\$31.88				
Outreach Workers	\$30.96	\$33.08	\$34.43		

ARTICLE 2 - SALARY - (Continued)

G. Salary Schedules (Cont'd)

7. 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.

8. 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.

9. Teachers-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.

Date	Teacher on Call	Instructional Assistant on Call
July 1, 2019	N/A	\$22.29
July 1, 2020	N/A	\$22.74
July 1, 2021	N/A	\$23.19

NOTE: As of September 19, 2014 and for the remaining term of the collective agreement, an Employee who is employed as an Teacher on Call shall be paid the hourly rate of their category classification and experience, to a maximum of the rate at Category 5 Step 7.

Effective July 1, 2016, an Employee who is employed as a teacher teaching on call shall be paid the hourly rate of their category classification and experience, to a maximum of the rate at Category 5 Step 8.

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.

10. 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.

H. 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.

ARTICLE 2 - SALARY - (Continued)

H. Employees-On-Call (Cont'd)

3. Employees-on-call shall be paid according to their category classification and experience or at Category 4 (Step 0), whichever is the greater amount on any on-call assignment and shall not be jeopardized by:
 - (a) A non-instructional day.
 - (b) A strike or lockout.
 - (c) Board initiated Adult Education Centre closure.
 - (d) Work as an Instructional Assistant.
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.

I. 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	Canada Day	Christmas Day
BC Family Day	BC Day	Boxing Day
Good Friday	Labour Day	
Easter Monday	Thanksgiving Day	
Victoria Day	Remembrance 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.

J. 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:

Positions of Special Responsibility: July 1, 2019 – Annual Salary Increase of 2.0%

Position	Annual	Weekly	Hourly
Teacher in Charge			\$3.73
Department Head - Major	\$3,702.60	\$92.57	
Department Head - Minor	\$2,221.56	\$55.54	

Positions of Special Responsibility: July 1, 2020 – Annual Salary Increase of 2.0%

Position	Annual	Weekly	Hourly
Teacher in Charge			\$3.80
Department Head - Major	\$3,776.65	\$94.42	
Department Head - Minor	\$2,265.99	\$56.65	

ARTICLE 2 - SALARY - (Continued)

J. Positions of Special Responsibility (Cont'd)

Positions of Special Responsibility Allowance: July 1, 2021– Annual Increase of 2.0%

Position	Annual	Weekly	Hourly
Teacher in Charge			\$3.88
Department Head - Major	\$3,852.18	\$96.30	
Department Head - Minor	\$2,311.31	\$57.78	

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 **their** discretion, in order to facilitate establishment of a department.

K. Qualifications

1. Only **Teachers** 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. **Teacher**-in-Charge hours shall be assigned to **Teachers** with a category five or six placement and a valid B.C. Teacher's Certificate.
3. **Teachers who have been assigned Teacher**-in-Charge hours shall be paid the hourly allowance for each hour worked **fulfilling the duties laid out in Article 1.K.8.c.** for the Adult Education Centre in which the **Teacher**-In-Charge hours have been assigned.

L. 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.

M. Salary Indemnity Plan Allowance

Effective July 1, 2006, the employer shall pay monthly to each employee eligible to participate in the BCTF Salary Indemnity Plan an allowance equal to two per cent (2.0%) of salary earned in that month to assist in offsetting a portion of the costs of the BCTF Salary Indemnity Plan.

In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.

The BCTF agrees not to alter eligibility criteria under the Plan to include groups of employees not included as of July 1, 2006.

ARTICLE 2 - SALARY - (Continued)

N. Deductions

The Board shall deduct in regular instalments 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 **Pension** Plan if the employee is not eligible for enrolment in the Teachers' Pension Plan), if eligible.

ARTICLE 3 - APPOINTMENTS

A. Employment Contracts

1. An Employee-on-Call who has been employed for thirty (30) of an assignment's scheduled hours and recommended for retention by the Principal shall receive a temporary contract retroactive to the first day of **their** assignment, with all accompanying salary and sick leave credits.
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. If twelve (12) calendar months from the end date of the first contract elapse without the employee successfully posting into a subsequent assignment pursuant to Article **6.B.1.**, this process shall be repeated until she/he successfully converts to continuing status as per this Article.
3. An employee shall be converted to continuing status if **they have** been contracted on temporary assignment(s) for the first ten (10) months of employment and **have** worked a subsequent contracted assignment(s) (summer included), pursuant to Article **6.B.1.** and 3.D., within twelve (12) calendar months.
4. Subject to 3.A.3., employees shall convert to continuing status with the contracted hours worked in the closest previous term (summer not included). Continuing status shall mean that pursuant to Articles 3.D., 8., 9., and 14., the employee will have the right to at least the same number of hours per year of work.
5. Employees who convert to continuing status shall receive documentation from the Principal(s) indicating the start date of their continuing status and number of hours they hold 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 **their** position. For **Teachers**, 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 (e.g. 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 **6**).
 - (d) Educational leave.
 - (e) Articles which specifically exclude employees on a temporary contract.

C. Full-Time Employment

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

ARTICLE 3 - APPOINTMENTS - (Continued)

D. Summer Session

1. The Board 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) Employees on the recall list
 - (e) 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 enrolment, 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:
 - (c) A course/program with the same number or fewer scheduled hours that do 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.
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. The Board is not obligated to offer a summer term and no employee is required to work in the summer term.

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 **six (6) weeks** prior to the start of the requested reduction, exclusive of the summer term. The Board shall not unreasonably refuse such a request.

ARTICLE 3 - APPOINTMENTS - (Continued)

E. Part-Time Employment (Cont'd)

2. When a request under 3.E.1. is granted the employee shall have the right, upon completion, to return to **their** original assignment. If **their** original assignment does not exist, the employee shall have the right to a comparable assignment for which **they are** 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 **their** 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

1. **Health and Safety regulation shall be followed as defined by WorkSafe BC's Occupational Health and Safety Regulation (OHSR) including any further amendments to these sections.**
2. **District Health and Safety Committee**
 - a) 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.
 - b) The Board shall ensure that the Workplace Hazardous Materials Information System (WHMIS) is fully implemented in all Adult Education Centres.
 - c) 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. **Worksite** Health and Safety Committees will be established in each Adult Education Centre as required by the Workers' Compensation Act and **Occupational Health and Safety** Regulations.
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.

C. Safety of Working Conditions

1. Where an employee believes that a work condition may be unsafe, **they** shall report such condition to the AEC Principal/Vice-Principal. The matter shall be resolved at the local level **according to WorkSafe legislation.**
2. An employee shall, in accordance with **appropriate** Regulations of the W.C.B. Occupational Health and Safety Regulation (refer to Appendix D 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 **their** health or safety. Where such cause exists, **they** shall not be disciplined for refusal to work. **They** shall report the condition immediately and refer the matter to **their** Principal/Vice-Principal and will participate, in accordance with **appropriate** Regulations 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 **their** 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 prepay their share of benefits.
 - (d) Employees who have coverage elsewhere may elect to not participate in a benefit upon satisfactory proof of such coverage.

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.

ARTICLE 5 - BENEFITS - (Continued)

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 **the District's carrier**.
- (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.

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 **the District's carrier**, with premiums to be paid by the Board, and providing the following benefits:

Plan A - **85%** payment
Plan "A" basic coverage is per the provincial minimum.

Plan B - **60%** payment
Plan "B" basic coverage is per the provincial minimum.

Plan C - **75%** payment (No lifetime limit)
Plan "C" orthodontics coverage is per the provincial minimum.

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

ARTICLE 5 - BENEFITS - (Continued)

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 **surviving spouse** of the deceased, or to the estate if there is no **surviving spouse**. This payment is in addition to any amount earned by the deceased up to the date on which **the employee** 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.

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 **their** insurance carrier.

ARTICLE 5 - BENEFITS - (Continued)

H. Vandalism, Loss or Damage Compensation (Cont'd)

1. (b) The employee shall submit **their** 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 **their** insurance carrier.
- (b) The employee shall submit **their** 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.

ARTICLE 6 – STAFFING

A. Organization/Reorganization

- 1. Organization is the process whereby continuing status employees are given an overview of their assignments for the subsequent school year.**
- 2. Reorganization is the process within an Adult Education Centre where the assignment(s) of continuing status employees may be changed by the AEC Principal/Vice-Principal, in consultation with the Staff Committee, without a change in the employee's total hours. Reorganization shall occur before the commencement of the subsequent term.**

B. Post and Fill

- 1. A vacancy is defined as an existing assignment(s) vacated by an incumbent or as a newly created assignment(s) that the Board intends to fill and has not been assigned through the **organization or** reorganization process. Such vacancies shall be posted for seven (7) calendar days **on the Online Application Management (OAM) system and emailed to the Union office.** Applicants who have the required qualifications shall be offered positions according to the following order:**
 - (a) **Teachers** with continuing status returning from positions with VTF (AE), BCTF, VESTA and administrative/excluded staff desiring instructional positions.
 - (b) **Teachers** with continuing status including **Teachers** who have converted as continuing Instructional Assistants and who have completed a temporary **Teacher** contract. When two (2) or more employees have relatively equal qualifications (including teaching experience), the position shall be offered to the applicant with the greater/greatest seniority.
 - (c) **Teachers** on the recall list.
 - (d) Instructional Assistants with continuing status and who have not completed a temporary **Teacher** contract. When two (2) or more employees have relatively equal qualifications (including teaching experience and a valid BC Teacher's Certificate), the position shall be offered to the applicant with the greater/greatest seniority.
 - (e) **Teachers** with a completed temporary **Teacher** contract within the previous year and Employees-on-Call who are recommended for retention.
 - (f) Employees-on-Call.
 - (g) All others.
- 2. It is understood the vacancy may be modified or cancelled **and the Union will be notified.** 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 self-paced program.**
- 3. 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.**
- 4. A vacancy resulting from a leave of less than one (1) term will not be posted but will be filled by a part time continuing status employee within the Centre who is on the Employee-on-Call list or by an Employee-on-Call.**

ARTICLE 6 – STAFFING - (Continued)

B. Post and Fill (Cont'd)

- 5.** Interviews will be conducted **by the AEC Principal/Vice-Principal**. It is understood that the final decision remains with the AEC Principal/Vice-Principal.
- 6.** 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. **The Board shall forward the internal successful applicant form to the Union.**
- 7.** 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.
- 8.** The above process excluding **6.B.1.d.** will also be utilized for Instructional Assistant postings. Employees occupying both positions will be eligible to participate in both processes.
- 9.** After the closing of each round of posting, the Board may place unplaced category "B" employees (**6.B.1.b.**) who are owed continuing hours into any vacant positions.

C. 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.**J.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 **as they occur on the Online Application Management (OAM) system and emailed to the Union office.** If no internal applicant is successful, the positions intended to be filled shall be posted again in the next quarter.
4. Candidates for positions of special responsibility shall be interviewed as per Article **6.B.5.**

D. Surplus Staffing

1. Surplus staffing is defined as a situation in an Adult Education Centre where a continuing employee's continuing hours have been permanently reduced. Employees who hold both Instructional Assistant and **Teacher** hours may be surplus under one (1) or both classifications.
2. Subject to the provisions of Article **6.D.6.** below, when it becomes necessary to surplus an employee, 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 qualifications.
3. An employee who is surplus 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 surplus pursuant to Article **6.D.1.** and **6.D.2.,** the AEC Principal/Vice-Principal shall meet with the affected employee to discuss the reason(s).

ARTICLE 6 – STAFFING - (Continued)

D. Surplus Staffing (Cont'd)

5. Any employee who is to be surplusd 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 surplus being effective.
6. Employees who are surplusd shall have access to all rights under Article **6.B.** Should any employee be unsuccessful through post and fill in achieving the hours from which they were surplusd, the Board shall offer them assignments in the following order:
 - (a) Article **6.B.9.**
 - (b) Reassignment (Article 14.**C.**)
7. Where no reassignment pursuant to Article 14.**C.** is available at any Adult Education Centre for which the person is qualified, **they** will be placed on the replacement list in accordance with Article 14.**D.**

E. 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.

F. District Staff and Administrative Vacancies

1. Vacancies will be **posted/shared internally and, if necessary,** 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.

ARTICLE 7 – Personnel Practices

A. 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.

B. 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 **their** District personnel file in the presence of an employee of Human Resources. Such request will be granted at a mutually acceptable time.
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 **their** file, the employee may be accompanied by **a Union Representative.**
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 **discipline** 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. **The employee** 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.**B.6.** and 7.**B.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.**B.6.** and 7.**B.7.** shall not form the basis for progressive discipline, but in future the employee cannot claim ignorance of the offense nor can **they** refer in any proceedings to an unblemished record with the Board.

C. Harassment/Discrimination

1. Non-Sexist Environment

- (a) 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.

ARTICLE 7 – Personnel Practices - (Continued)

C. Harassment/Discrimination (Cont'd)

1. (b) The Board 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 administrative officers and staff, in writing, of their commitment to a non-sexist environment.
- (c) The Board and 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.

2. Harassment/Sexual Harassment

(a) General

- (i) The Board recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment.
- (ii) The Board considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to discipline and/or corrective actions. Such actions may include counselling, courses that develop and an awareness of harassment, verbal warning, written warning, transfer, suspension or dismissal.
- (iii) No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.
- (iv) All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- (v) The complainant and/or the alleged offender, if a member(s) of VTF (AE), may at the choice of the employee be accompanied by a representative(s) of VTF (AE) at all meetings in this procedure.

(b) Definitions

- (i) For the purpose of this article harassment shall be defined as including:
 - (1) sexual harassment; or
 - (2) any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or
 - (3) objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates, or humiliates another person; or
 - (4) 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

ARTICLE 7 – Personnel Practices - (Continued)

C. Harassment/Discrimination (Cont'd)

2. Harassment/Sexual Harassment (Cont'd)

- (b) (i) (5) such misuses of power or authority as intimidation, threats, coercion and blackmail.
- (ii) The definition of “sexual harassment” shall include:
 - (1) any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
 - (2) any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
 - (3) an implied promise of reward for complying with a request of a sexual nature, or
 - (4) a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.
- (c) Resolution Procedure
 - (i) Step 1
 - (1) The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express **their** feelings about the situation.
 - (2) Before proceeding to Step 2, the complainant may approach **their** administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant’s satisfaction the matter is deemed to be resolved. Refer to Article 7.**C**.2.e. Informal Resolution Outcomes.
 - (ii) Step 2
 - (1) If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the Superintendent or designate.
 - (2) The complaint should include specific behaviours which form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.

ARTICLE 7 – Personnel Practices - (Continued)

C. Harassment/Discrimination (Cont'd)

2. Harassment/Sexual Harassment (Cont'd)

- (c) (ii) (3) The Board shall notify in writing the alleged harasser of the complaint and provide notice of investigation.
- (4) In the event the Superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to a third party who shall have been named by prior agreement of the Board and VTF (AE) who shall proceed to investigate the complaint in accordance with Step 3 and report to the Board.
- (iii) Step 3
 - (1) The Board shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.
 - (2) **The complainant may request an investigator who has Aboriginal ancestry, and/or cultural knowledge and sensitivity if a complainant self-identifies as Aboriginal.**
 - (3)** The investigation shall be conducted as soon as is reasonably possible unless otherwise agreed to by the parties and such agreement not to be unreasonably withheld.
- (d) Remedies
 - (i) Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
 - (1) reinstatement of sick leave used as a result of the harassment;
 - (2) any necessary counselling where Employee Assistance Plan (EAP) services are fully utilised or where EAP cannot provide the necessary services to deal with the negative effects of the harassment;
 - (3) redress of any career advancement or success denied due to the negative effects of the harassment;
 - (4) recovery of other losses and/or remedies which are directly related to the harassment.
 - (ii) Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.

ARTICLE 7 – Personnel Practices - (Continued)

C. Harassment/Discrimination (Cont'd)

2. Harassment/Sexual Harassment (Cont'd)

- (d) (iii) VTF (AE) and the complainant shall be informed in writing that disciplinary action was or was not taken.
 - (iv) if the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
 - (v) If the Board fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article 12 (Grievance Procedure). In the event the alleged harasser is the Superintendent, the parties agree to refer the complaint directly to expedited arbitration.
- (e) Informal Resolution Outcomes
- (i) When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
 - (1) All discussions shall be solely an attempt to mediate the complaint;
 - (2) Any and all discussions shall be completely off the record And will not form part of any record;
 - (3) Only the complainant, respondent, and administrative officer shall be present at such meetings;
 - (4) No discipline of any kind would be imposed on the respondent; and
 - (5) The BCTF and its locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at meetings pursuant to Article 7.C.2.(e),(i).
 - (ii) Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of Article 7.C.2.(e)(i), it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purposes of establishing that a resolution was reached. No other copies of the resolution shall be made.
 - (iii) In the circumstances where a respondent has acknowledged responsibility pursuant to Article 7.C.2.(e)(i), the Board may advise a respondent of the expectations of behaviour pursuant to Article 7.C. in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

ARTICLE 7 – Personnel Practices - (Continued)

C. Harassment/Discrimination (Cont'd)

2. Harassment/Sexual Harassment (Cont'd)

(f) Training

- (i) The Board, in consultation with VTF (AE), shall be responsible for developing and implementing an ongoing harassment and sexual harassment awareness program for all employees.

Where a program currently exists and meets the criteria listed in this agreement, such a program shall be deemed to satisfy the provisions of this Article. This awareness program shall initially be for all employees and shall be scheduled at least once annually for all new employees to attend. Employees must attend this training on their own time, at no cost to the Board.

- (ii) The awareness program shall include but not be limited to:

- (1) the definitions of harassment and sexual harassment as outlined in this Agreement;
- (2) understanding situations that are not harassment or sexual harassment, including the exercise of the Board's managerial and/or supervisory rights and responsibilities;
- (3) developing an awareness of behaviour that is illegal and/or inappropriate;
- (4) outlining strategies to prevent harassment and sexual harassment;
- (5) a review of the resolution of harassment and sexual harassment as outlined in this Agreement;
- (6) understanding malicious complaints and the consequences of such;
- (7) outlining any Board policy for dealing with harassment and sexual harassment.

3. Discrimination

(a) Racial/Ethnic Discrimination

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

(b) Non-Discrimination

- (i) No employee shall be discriminated against (direct discrimination or adverse effect discrimination) on the basis of race, colour, ancestry, place of origin, religion, gender, sex (including gender identity), sexual orientation, age, marital status, disability or family status. Where there exists a bona fide occupational requirement it shall not be considered discrimination.

ARTICLE 7 – Personnel Practices - (Continued)

C. Harassment/Discrimination (Cont'd)

3. Discrimination (Cont'd)

- (b) (ii) Nothing in Article 7.C. requires the affected employee to actually possess a characteristic that is the basis for discrimination.
- (iii) It is understood and agreed by both parties that certain circumstances may result in gender preference for purposes of privacy in changing areas, role modeling or correction of endemic discrimination.

4. 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 of 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.

5. Procedures

In the event that an employee feels that **they have** a complaint under Clause 3.(b) or 4. above or 7.C.1. the employee should proceed through the grievance procedure contained in Article 12 after informing the alleged offender. In cases where the employee may allege such a grievance is against the Principal, the employee may, after informing the Principal, proceed to Step Two (Article 12.B.2.) of the grievance procedure. All other steps of the procedure may then be followed as necessary for the resolution of the grievance.

D. Assistance for an Employee Who is Suspended or Terminated

1. Benefit Continuation - First Month

When an employee has received a suspension without pay, **they** 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.D.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 **their** option, providing **they** pay the full cost of premiums in advance.

2. Access to Assistance Plan

When an employee has had **their** employment terminated, **they** shall have continued access to the Employee Assistance Plan until the conclusion of appeal procedures.

ARTICLE 7 – Personnel Practices - (Continued)

D. Assistance for an Employee Who is Suspended or Terminated (Cont'd)

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 **their** 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.

E. Appeals of Employee Decisions

Where the AEC Principal/Vice-Principal 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 AEC Principal/Vice-Principal 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.

F. 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.

G. Professional and Staff Development

1. The Board shall fund three (3) paid professional and staff development days per year, one (1) at the Adult Education Centre level, one (1) at the district level, and one (1) 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/worksites and provide the staff with an opportunity for development.
 - (b) A committee composed of members representing the AEC Principals/Vice-Principals and the staff, shall plan one (1) district-wide professional development day.
 - (c) An employee may apply for one (1) 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 Principal/Vice-Principal.

ARTICLE 7 – Personnel Practices - (Continued)

G. Professional and Staff Development (Cont'd)

2. Employees shall continue to have the right to apply to the Associate Superintendent or designate through the Adult Education Centre Principal/Vice-Principal 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.
3.
 - (a) **Employees-on-call may attend professional development activities by applying to the VTF (AE) Educational Leave Committee. EOC's applying will not be holding any temporary or continuing contracts at the time of the non-instructional day.**
 - (b) **The VSB shall create a professional development fund for EOC's which will be used for the EOC's salary payment to attend a professional development activity, equivalent in amount to four (4) EOC's as Instructional Assistants and four (4) EOC's as teachers.**
 - (c) **Any monies remaining in the EOC's professional development fund shall accrue for use in the following years. The VTF (AE) shall be provided with a statement of the amount available at the beginning of each fiscal year.**

H. Professional Autonomy

Teachers 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.

I. Orientation

1. For employees new to adult education (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 adult education 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.

J. 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 a Teacher

1. Evaluation of a Teacher's performance under the terms of this clause may be conducted by the Associate Superintendent or designate, the AEC Principal, or other Principal or Vice-Principal as defined by the *School Act*.
 - (a) Within a newly appointed Teacher's first ten (10) months under contract.
 - (b) When requested by the Teacher, 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 or designate 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 Teacher.
3. There will be no cyclical evaluation of Teachers.

B. Process

1. The Teacher shall receive at least seven (7) calendar days written notice that they will be evaluated. The Teacher 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. They will also be provided with any supplementary material, where applicable. If the Teacher disagrees with the relevance of the supplementary material they shall write to the evaluator outlining the area of disagreement, with reasons, prior to the first visitation.
2. Should an Teacher 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 Teacher, the Teacher will advise the Associate Superintendent or designate 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 or designate, 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 or designate 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 Teacher's contracted assignment.
4. Prior to the first formal observation, the evaluator shall give, discuss and clarify the evaluation criteria with the Teacher.
5. Prior to the first formal observation, the evaluator shall give the Teacher at least one (1) work day's notice.

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

B. Process (Cont'd)

6. After each formal observation referred to in Article 8.B.3:
 - (a) The evaluator shall, within a reasonable number of days, discuss **their** observations with the **Teacher**, including any positive comments and/or areas requiring improvement.
 - (b) The **Teacher** 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 **Teacher**.
7. At the request of the **Teacher** or the evaluator, any concerns may be reviewed prior to the next observation as referred to in Article 8.C.
8. The **Teacher** shall be given a draft of the summative report of **their** 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 **Teacher** shall have the right to meet with the evaluator to make comments, suggest changes, or point out alleged errors. The **Teacher** may be accompanied by a representative of the VTF (AE). The evaluator may also be accompanied by a representative of **their** choice.
10. The final report shall be filed in the **Teacher's** personnel file at the District office. A copy shall be given to the **Teacher** at the time of filing.
11. Within fourteen (14) days of receipt of the final report, the **Teacher** 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 **Teachers**. It is understood that the evaluator may provide supplementary material to the **Teacher(s)** to explain **their** 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 **Teacher** seeks knowledge of the social, emotional, intellectual, cultural and physical characteristics of the students whom **they** teach with the objective of furthering their educational growth.
2. Where appropriate the **Teacher** directs and utilizes volunteers in an appropriate and productive manner.
3. The **Teacher**:
 - (a) Plans with definite purposes and clear objectives to meet the prescribed curriculum, and/or program goals.

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

C. Evaluation Criteria (Cont'd)

3. (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 **Teacher** works to involve students in experiences and activities designed to develop skills and stimulate thought.
5. The **Teacher** uses instructional techniques that promote questioning, speculation, and originality.
6. The **Teacher** works at keeping **their** knowledge current and **their** teaching techniques effective in the subject areas **they** undertake and agree to teach.
7. The **Teacher** practices classroom management and/or program coordination suitable to the growth and development of the student.
8. The **Teacher** 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 **Teacher** fosters a climate of mutual respect between **themselves** and others.
10. The **Teacher**:
 - (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 **Teacher** cooperates with colleagues and associated personnel in utilizing existing educational services and resources for the benefit of the students.
12. The **Teacher**, at appropriate times, reviews with colleagues, students, and volunteers the practices employed in discharging professional responsibilities.
13. The **Teacher** maintains records as appropriate, including attendance, individual progress records, and reports.
14. The **Teacher** creates, as necessary, initial student registration files when the student is either registering or being assessed, including necessary documentation as required by the Ministry.

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

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 **Teacher** shall be informed of **their** 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 **Teacher'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 **Teacher**, 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 **Teacher** is qualified.
3. At the request of the **Teacher**, the VTF (AE) shall have the right to meet with the evaluator and to recommend remedial action for the **Teacher**. Individuals used in the colleague-mentor remedial process shall not be called upon by either party as witnesses in any resulting arbitration.
4. Where a **Teacher** receives a less than satisfactory report, the **Teacher** 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 **Teacher** shall return at the beginning of a term, and shall be subject to the conditions of Article 6.A. upon **their** return. Subsequent evaluation shall begin not less than twenty (20) working days nor more than one hundred and twenty (120) working days after the **Teacher** has returned to **their** duties. The one (1) month shall not apply to the two (2) teaching years in Article 8.E.2.
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 **Teacher** 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 **their** observations with the **Teacher**, including any positive comments and/or areas requiring improvement. This provision shall not preclude the evaluator from discussing any of **their** other formal observations with the **Teacher**.
 - (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.

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

E. Dismissal for Less than Satisfactory Performance

1. The Board shall not dismiss a **Teacher** 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 a **Teacher** pursuant to this Clause it shall notify the **Teacher** and the appropriate VTF (AE) President of such intention as soon as possible.
4. When the Board dismisses a **Teacher** pursuant to this Clause, the **Teacher** 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.
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 **their** 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 **their** 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.

G. Occasion for Evaluation of an Instructional Assistant

1. Evaluation of an Instructional Assistant's performance under the terms of this clause may be conducted by the Associate Superintendent or designate, the AEC Principal, or other Principal or Vice-Principal as defined by the *School Act*.
 - (a) Within a newly appointed Instructional Assistant's first ten (10) months under contract.

ARTICLE 8 – EVALUATION, DISCIPLINE AND DISMISSAL – (Continued)

G. Occasion for Evaluation of an Instructional Assistant (Cont'd)

1. (b) When requested by the Instructional Assistant, 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 or designate 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 Instructional Assistant.
3. There will be no cyclical evaluation of Instructional Assistants.

H. Process for Evaluation of an Instructional Assistant

1. The Instructional Assistant shall receive at least seven (7) calendar days written notice that **they** will be evaluated. The Instructional Assistant shall be informed at the time of notice of the evaluation criteria in Article 8.I. and the procedure to be followed will be discussed at that time. **They** will also be provided with any supplementary material, where applicable. If the Instructional Assistant disagrees with the relevance of the supplementary material **they** shall write to the evaluator outlining the area of disagreement, with reasons, prior to the first visitation.
2. Should an Instructional Assistant 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 Instructional Assistant, the Instructional Assistant will advise the Associate Superintendent or designate 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 or designate 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 or designate 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 Instructional Assistant's contracted assignment.
4. Prior to the first formal observation, the evaluator shall give, discuss and clarify the evaluation criteria with the Instructional Assistant
5. Prior to the first formal observation, the evaluator shall give the Instructional Assistant at least one (1) work day's notice.
6. After each formal observation referred to in Article 8.H.3.
 - (a) The evaluator shall, within a reasonable number of days, discuss **their** observations with the Instructional Assistant, including any positive comments and/or areas requiring improvement.
 - (b) The Instructional Assistant shall be provided with a written anecdotal statement of the observer's comments.

ARTICLE 8 – EVALUATION, DISCIPLINE AND DISMISSAL – (Continued)

H. Process for Evaluation of an Instructional Assistant (Cont'd)

6. (c) Constructive suggestions and/or offers of assistance for improvement, as deemed necessary shall be made in writing to the Instructional Assistant.
7. At the request of the Instructional Assistant or the evaluator, any concerns may be reviewed prior to the next observation as referred to in Article 8.I.
8. The Instructional Assistant shall be given a draft of the summative report of **their** performance within six (6) working months of the date of the first formal observation referred to in Article 8.H.4.
9. Within seven (7) calendar days of receipt of the draft report referred to in Article 8.I.8., the Instructional Assistant shall have the right to meet with the evaluator to make comments, suggest changes, or point out alleged errors. The Instructional Assistant may be accompanied by a representative of the VTF (AE). The evaluator may also be accompanied by a representative of **their** choice.
10. The final report shall be filed in the Instructional Assistant's personnel file at the District office. A copy shall be given to the Instructional Assistant at the time of filing.
11. Within fourteen (14) days of receipt of the final report, the Instructional Assistant shall have the right to submit to the evaluator a written commentary which shall be filed with the report.
12. Nothing in Article 8.G., H., I., J., shall be defeated solely for a procedural or technical irregularity, unless such irregularity can reasonably be shown to affect the evaluation

I. Evaluation Criteria for an Instructional Assistant

The following criteria shall apply to the evaluation of Instructional Assistants. It is understood that the evaluator may provide supplementary material to the Instructional Assistant to explain **their** expectations more fully. Such material shall not add new criteria nor contradict those listed in Article 8.I.1. to 8.I.5.

1. The Instructional Assistant:
 - (a) Seeks knowledge of the social, emotional, intellectual, cultural and physical characteristics of the students whom s/he works with, with the objective of furthering the students' educational growth.
 - (b) Participates in the development and implementation of the philosophy and practices of the Adult Education Centres and works in cooperative ways with colleagues to promote the welfare of students.
 - (c) Fosters a climate of mutual respect between **themselves** and others.
2. The Instructional Assistant:
 - (a) Shares relevant information about the performance and behaviour of individual learners.
 - (b) Assists in the collection of data set up by the **Teacher** for the purpose of evaluating student progress.

ARTICLE 8 – EVALUATION, DISCIPLINE AND DISMISSAL – (Continued)

I. Evaluation Criteria for an Instructional Assistant (Cont'd)

3. The Instructional Assistant adapts strategies to fulfill the learning objectives developed by the **Teacher** while accommodating individual learner needs/styles.
4. The Instructional Assistant:
 - (a) Assists with development of instructional resources.
 - (b) Documents, monitors and reports to **Teacher(s)** on implementation of the program.
 - (c) Reviews and reinforces learning activities using lesson plans and learning strategies developed by the **Teacher** to help students master content and skills.
 - (d) Facilitates student learning individually and in small groups.
5. The Instructional Assistant assists in maintaining learner records required by school, school district or provincial policy.

J. Less than Satisfactory Reports for Evaluation of Instructional Assistant

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 Instructional Assistant shall be informed of **their** 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 Instructional Assistant'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 Instructional Assistant, 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 Instructional Assistant is qualified.
3. At the request of the Instructional Assistant, the VTF (AE) shall have the right to meet with the evaluator and to recommend remedial action for the Instructional Assistant. 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 Instructional Assistant receives a less than satisfactory report, the Instructional Assistant 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 Instructional Assistant shall return at the beginning of a term, and shall be subject to the conditions of Article 6.A. upon **their** return. Subsequent evaluation shall begin not less than twenty (20) working days nor more than one hundred and twenty (120) working days after the Instructional Assistant has returned to **their** duties. The one (1) month shall not apply to the two (2) teaching years in Article 8.K.2.
5. In the case of successive less than satisfactory reports, the first two (2) reports shall be prepared according to the provisions of Article 8.H. and 8.I. The third report shall be prepared in accordance with the following conditions:

ARTICLE 8 – EVALUATION, DISCIPLINE AND DISMISSAL – (Continued)

J. Less than Satisfactory Reports for Evaluation of Instructional Assistant (Cont'd)

5. (a) This report shall be written by the Associate Superintendent.
- (b) The criteria in Article 8.I. 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 Instructional Assistant 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 **their** observations with the Instructional Assistant, including any positive comments and/or areas requiring improvement. This provision shall not preclude the evaluator from discussing any of **their** other formal observations with the Instructional Assistant.
- (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.

K. Dismissal for Less than Satisfactory Performance of an Instructional Assistant

1. The Board shall not dismiss an Instructional Assistant 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.H. and 8.I.
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 Instructional Assistant pursuant to this Clause it shall notify the Instructional Assistant and the appropriate VTF (AE) President of such intention as soon as possible.
4. When the Board dismisses an Instructional Assistant pursuant to this Clause, the Instructional Assistant 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).

L. Discipline and Dismissal for Culpable Reasons of an Instructional Assistant

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

ARTICLE 8 – EVALUATION, DISCIPLINE AND DISMISSAL – (Continued)

L. Discipline and Dismissal for Culpable Reasons of an Instructional Assistant (Cont'd)

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 **their** 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 **their** 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 or designate. 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 **Teachers'** workloads, consideration shall be given to equalizing the **Teachers'** 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 **including, but not limited to, minimizing the number of split shifts.**

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 **Teacher** 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 enrolment courses and/or to allow a course to meet the minimum registration requirements.

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

ARTICLE 9 - WORKLOAD - (Continued)

B. Class Size and Composition (Cont'd)

2. The Board will establish staffing levels in accordance with the following:
 - (a) For self-paced programs, a minimum of one (1) **Teacher** will be scheduled to work (in each of the science and humanities areas) **during peak workload times for program startup, funding reports, and student course completion as defined by the Administrator**, when **South Hill** 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, or designate.
 - (b) For the Learning Centre 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 a **Teacher** 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 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 or designate that are responsive to the unique needs of that Learning Centre.
 - (iii) Additional employees may be assigned at the discretion of the AEC Principal/Vice-Principal in consultation with the Staff Committee and the Associate Superintendent or designate.
 - (c) For structured classes one (1) **Teacher** 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 class.
 - (iii) Fifteen (15) students attending a program identified as a literacy **(English Foundations 1 and 2)** class.
3. Where a **Teacher** 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 **Teacher**'s structured classes does not exceed the sum of the limits in Article 9.B.2.(c) for such classes.
4. Where a **Teacher** 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.

ARTICLE 9 - WORKLOAD - (Continued)

B. Class Size and Composition (Cont'd)

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 or designate.

C. Class Size Grievances

1. In the event an employee wishes to grieve that **their** 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 and Full Time Employment

1. For purposes of calculating Full-Time Employment (FTE), the work year shall be from September to June. For purposes of this Collective Agreement, one (1) FTE credit shall be nine hundred fifty (950) hours for **Teachers** (inclusive of preparation time) and fourteen hundred (1400) hours for Instructional Assistants.
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.
3. Pursuant to 9.D.1. and within a work year, **Teachers** may apply for hours exceeding one (1) FTE subject to Article **6.B.1.** and 9.E.1.(a) but the total hours shall not exceed one thousand forty (1040) hours inclusive of preparation time.
4. Part-time employment will be expressed as a percentage (%) point of one (1) FTE within two decimal points, subject to 9.D.1.
5. 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 **their** effective hourly rate.
6. Part-time employees who do not exceed the hours pursuant to Article 9.D.1. may use summer and/or EOC work to reach one (1) year of pensionable service, pursuant to 3.D. and 2.H.

E. Weekly Sessional Time

1. Maximum Weekly Sessional Time

- (a) A **Teacher's** hours in session shall not normally exceed twenty-five (25) hours per week. Where it is necessary for a **Teacher** to exceed nine hundred fifty (950) in order to reach 1 FTE or for reassignment purposes (14.**C.**), the total instructional hours in session may be exceeded pursuant to Articles 9.D. and 9.E.1.(c). to the equivalent hours of three quartered courses per week, including preparation time, for one (1) term only.

If required by the Employer, any Teacher still owed continuing hours which are less than a structured course may be assigned to a learning centre or assessments to fulfill any remaining continuing hours.

E. Weekly Sessional Time - (Continued)

1. Maximum Weekly Sessional Time (Cont'd)

- (b) An Instructional Assistant's hours in session shall not exceed thirty-five (35) hours per week pursuant to Articles 9.D. and 9.E.1.(c).
- (c) Maximum hours for employees with both **Teacher** and Instructional Assistant's assignments shall be:
 - (i) When the **Teacher** 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 **Teacher** 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.
 - (iii)

Teacher 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 **Teachers** teaching in structured classes and shall be twelve and one-half per cent (12.5%) of a **Teacher's** hours in session.

Where work outside of sessional time is assigned by the AEC Principal/Vice-Principal to a **Teacher** 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.

ARTICLE 9 - WORKLOAD - (Continued)

F. Salary Increment Steps

1. For the purposes of salary increment steps, an employee (**Teachers** and Instructional Assistants) who works sixty per cent (60%) of one (1) FTE pursuant to 9.D.1. shall be considered a full time employee.
2. An employee whose assignment is less than sixty per cent (60%) shall accumulate **their** experience to equal sixty per cent (60%) of one (1) FTE before receiving a salary increment step.

G. 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 **thirty (30) minutes** (unpaid).
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 and 9.D.1.

H. Supplementary On-Call Assignment Limitations

Should an employee not have assignment hours totalling the maximum weekly sessional time pursuant to 9.D.1. and 9.E.1., **they** 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.

I. Shift Trade

A shift trade is when two (2) employees mutually agree to trade specific classes in the structured courses or mutually agree to trade a defined block of time in the self-paced 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, **with a minimum of 5 (five) working days notice, with the shift trade occurring within a four-week period in order to** provide 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.

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:

ARTICLE 9 – WORKLOAD - (Continued)

J. **Volunteers (Cont'd)**

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 **their** 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 **their** 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 **Teacher Regulation Branch** 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 **Teacher Regulation Branch** 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

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 **spouse**, common-law spouse [including same sex relationships], child, **sibling**, parent, guardian, parent-in-law, grandparent, **sibling**-in-law, **child**-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 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 **their** 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 **they are** entitled to compensation therefor under the *Workers' Compensation Act*, **they** shall not be required to use **their** 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 WorkSafe BC 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 **their** accumulated sick leave as provided in Article **10.II.**, 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 **their** wages by the Board while **they are** absent from **their** employment by reason of any disability other than one for which **they** 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.

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.

ARTICLE 10 - LEAVES - (Continued)

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 **their** 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 **10.II**.

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.
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.

ARTICLE 10 - LEAVES - (Continued)

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

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 **the employee's** 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 **their** 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.

U. Other Reasons

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

ARTICLE 10 - LEAVES - (Continued)

V. Other School Districts, BC Teachers' Council of the Teacher Regulation Branch 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 or appointed to the BC Teachers' Council of the Teacher Regulation Branch 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 **they** adopt or assume 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

Teachers teaching structured courses may apply for a leave of up to five (5) days during a school year (pro-rated for part-time **Teachers**). Employees in a 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

(a) 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.

(b) 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.

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 of one (1) school year or less shall have the right to return to **their** continuing hours in the same Centre. If any of the employee's continuing hours cannot be replaced in the Centre, the employee shall have the right to replace **their** continuing hours with a comparable assignment or an alternate assignment in the district 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, **they** 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, **they** 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 **one (1) working** month 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 **their** 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 **10.II.** 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 **them** 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 **their** 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 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 ten (10) school days;
 - (c) Employees on leave shall be paid an amount equivalent to one hundred per cent (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 the Board (adult education) 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 three (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 (2) 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.

HH. Compassionate Care

1. For the purposes of this Article "family member" means:
 - (a) in relation to an employee:
 - (i) a member of an employee's immediate family;
 - (ii) an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;
 - (iii) the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;
 - (b) in relation to an employee's spouse:
 - (i) the spouse's parent or step-parent, sibling or step sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
 - (c) anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
2. Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the *BC Employment Standards Act* for a period up to eight (8) weeks or such other period as provided by the *Act*. Such leave shall be taken in units of one (1) or more weeks.
3. Compassionate care leave supplemental employment insurance benefits: When an employee is eligible to receive employment insurance benefits, the employer shall pay the employee;
 - (a) one hundred per cent (100%) of the employee's current salary for the first two (2) weeks of the leave,
 - (b) for an additional six (6) weeks, one hundred per cent (100%) of the employee's current salary less any amount received as EI benefits,

ARTICLE 10 - LEAVES - (Continued)

HH. Compassionate Care (Cont'd)

3. (c) current salary shall be calculated as 1/40 of annual salary where payment is made over ten (10) months of 1/52 of annual salary where payment is made over twelve (12) months.
4. A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within twenty-six (26) weeks.
5. The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee was not on leave.
6. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.
7. Seniority shall continue to accrue during the period of the compassionate care leave.
8. An employee who returns to work following a leave granted under this Article shall be placed in the position the employee held prior to the leave or in a comparable position.

II. Sick Leave

1. Statement of Sick Leave Balance

- (a) Each employee shall **have the ability to view their sick leave balance on the employee Self-Service portal.**
- (b) Each employee shall receive a current balance of accumulated sick leave hours on each bi-weekly pay statement.

2. Accumulation of Sick Leave

- (a) Employees will earn 0.079 sick leave hours for each contract hour worked in the service of the Board. Subject to Article **10.II.3.(c)**, 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.
- (b) 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.
- (c) In any one (1) 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.
- (d) There is no maximum to the number of hours of sick leave that may be accumulated.

3. Sick Leave Allowance

- (a) 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.

ARTICLE 10 - LEAVES - (Continued)

II. Sick Leave (Cont'd)

3. Sick Leave Allowance (Cont'd)

(b) When an employee is absent from their scheduled assignment for more than ten (10) consecutive days in which the Adult Education Centre is open, **they** shall present a certificate signed by a duly qualified medical practitioner indicating the necessity for the absence.

(c) 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.

4. 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 **their** resignation, **they** shall immediately be credited with the balance of all sick leave remaining to **their** credit at the time of his/her resignation.

5. 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:

(a) 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:

(i) For the purpose of assisting the employee to achieve a complete recovery and to gradually return to full capability.

(ii) 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 or designate.

6. Return from Sick Leave of More than One (1) Year

Sick leave of more than one (1) year will be posted as continuing hours.

(a) When an employee returns from sick leave of more than one (1) year, the employee has the right to return to a comparable position for which they are qualified at the worksite from which the employee took sick leave.

(b) This could necessitate an employee with the least seniority being replaced as per Article 14.**F**.

ARTICLE 10 - LEAVES - (Continued)

II. Sick Leave (Cont'd)

- 6.** **(c)** When an employee returns from sick leave during a term, the employee will be placed temporarily within the district but not necessarily at the worksite from which the employee took sick leave. At the beginning of the following term, **10.II.6.(a)** above would apply.

It is understood that Article **10.II.6.** in no way restricts Article **10.II.5.** above.

7. Sick Leave Portability

- (a)** 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.
- (b)** If an employee ceases to be a member of another VSB bargaining unit and becomes an adult educator **they** shall be permitted to bring up to the equivalent of thirty (30) earned unused sick leave days with **them**, and if an adult educator moves to another VSB bargaining unit **they** shall be permitted to take up to the equivalent of thirty (30) earned unused sick leave days with **them**.

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 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 system wide concerns, including the personnel and staffing items of concern arising from unresolved issues at the Adult Education Centres. It shall have authority, by majority agreement, to bring recommendations to the Board through **the Personnel and Staff Services** Committee.

3. Meetings

- (a) Meetings shall be held **a maximum of eight (8) times per calendar year.**
- (b) The meetings shall be chaired for **four (4) meetings** by a VTF (AE) representative and for **four (4) meetings** by a VSB representative. The **party** who is 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. Inclusive Education, Services and Access

A joint committee with equal representation from the Board and VTF (AE) will be formed to consider **inclusive education**, services and access in Adult Education Centres and make recommendations to **the Student Learning and Well-Being Committee** of the Board in regards to the needs of students **of diverse abilities.**

ARTICLE 11 - COMMITTEES - (Continued)

D. 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-Principal, and to consider any or all of the following matters in relation to the operation of the Adult Education Centre.

- (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.

ARTICLE 11 - COMMITTEES - (Continued)

D. Staff Committee (Cont'd)

2. (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.

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.

ARTICLE 11 – COMMITTEES – (Continued)

D. Staff Committees (Cont'd)

3. (e) It is understood that no release time will be provided for employees to attend such meetings. It may be necessary for classes to be assigned independent work for up to one half (1/2) hour to accommodate attendance.

E. Meetings Called by Administration

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.

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) days working days of the party becoming reasonably aware of the alleged violation.

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.

ARTICLE 12 - GRIEVANCE PROCEDURE - (Continued)

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 (3) 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.
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 6.A., B., D., E.; 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 arbitration, the parties shall meet and attempt to resolve the matter in dispute. This meeting will occur within **thirty (30)** 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. 83) in this Collective Agreement.
8. 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.

ARTICLE 12 - GRIEVANCE PROCEDURE - (Continued)

E. Expedited Arbitration (Cont'd)

- 9.** 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.

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.
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, LAYOFF, SEVERANCE AND RECALL

A. General Provisions

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

1. The Board and the VTF (AE) agree in principle that seniority of service in the employment of the Board entitles employees to a commensurate increase in security of employment.

B. 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.
2. The Board 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.

C. Reassignment

Reassignment is an alternate temporary or permanent assignment for an anticipated reduction in a continuing status employees' continuing hours for a specified period of time. A reassignment shall match the qualifications of the affected employee pursuant to Article 14.**B.** and shall not exceed the employee's current total scheduled continuing hours nor shall it include assignments with extra rates and allowances.

1. When a Principal, Vice-Principal or designate cancels a course or program before the start date due to insufficient enrolment **they** may reorganize the continuing status employee(s) continuing hours subject to Article **6.A.2.**
2. If a continuing status employee's continuing hours have been reduced, or the course or program does not have sufficient enrolment before the end of the third session, the Principal, Vice-Principal or designate shall reassign the affected continuing status employee(s) to equivalent continuing hours within the same classification (i.e. **Teacher** or Instructional Assistant). **For affected employees who lost hours in quarter courses, the Principal, Vice-Principal, or designate will endeavour to reassign concurrently. Reassignment is** in the following order:
 - (a) a vacancy within the Centre that the Board intends to fill; if the vacancy is continuing the Board shall post this vacancy the next time the assignment is offered.
 - (b) an assignment within the Centre held by a temporary status employee;
 - (c) a vacancy within the District that the Board intends to fill; if the vacancy is continuing the Board shall post this vacancy the next time the assignment is offered unless filled by an employee who is placed as per Article **6.B.9.**
 - (d) an assignment within the District held by a temporary status employee;
 - (e) a temporary assignment within the District held by a continuing status employee;
 - (f) a continuing assignment within the District held by a continuing status employee with lower seniority than the affected employee.

**ARTICLE 14 – REDUCTION OF WORKING HOURS, LAYOFF, SEVERANCE AND RECALL -
Continued**

C. Reassignment (Cont'd)

2. (g) any displaced continuing status employee with a continuing assignment shall be reassigned as above.
3. Continuing status employees who cannot be reassigned pursuant to Article 14.C.2. shall move to the district replacement process (Article 14.D.).
4. An employee may refuse a reassignment without a loss in **their** total continuing hours; however, no other offer or compensation shall be made in the current year (September to June).

D. Employee's Right to Replacement Work

1. If an employee with continuing status experiences a loss of part of **their** assigned continuing workload other than by choice, such employee will be offered **or can apply to** replacement work, in accord with the following terms, so as to return to the amount of work formerly contracted for:
 - (a) The Board will produce a Replacement List by the second Monday of May each school year.
 - (b) An employee's right to replacement work will be from work within the same classification (i.e. **Teacher** or Instructional Assistant) but will not necessarily include assignments with extra rates or allowances, subject to the employee having the necessary qualifications.
 - (c) Employees shall have the right to replacement work equal to the number of continuing hours lost.
 - (d) 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.
 - (e) 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 **their** 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.

**ARTICLE 14 – REDUCTION OF WORKING HOURS, LAYOFF, SEVERANCE AND RECALL -
Continued**

D. Employee's Right to Replacement Work (Cont'd)

2. When **an** adult learning **position** becomes available subsequent to the process in Article **6.B.1**, the Board shall send a **posting** of each vacancy to all employees. The person who is selected to fill each vacancy shall be the employee who applies and who has the highest priority (Article **6.B.1.(b.)**), 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 pursuant to this Article.
3. An employee who is offered replacement work shall inform the Centre's Principal/Vice-Principal or designate in writing within one (1) working day whether or not the offer is accepted.
4. The Centre's Principal/Vice-Principal and the employee shall agree to a date on which the employee will commence **their** duties and this date shall normally be within thirty (30) days of the employee's acceptance of the assignment. The Centre's Principal/Vice-Principal and the employee may agree to extend this time limit. The Centre's 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 continuing hours. However, while an employee is on the replacement work list, the Board may offer a temporary assignment pursuant to Article 14.**C.4**.
6. Upon acceptance of a temporary assignment, an employee shall retain **their** eligibility for replacement work even though the interim assignment may be for a specified term in **their** 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 assignment and who applies.
8. An employee on the replacement work list is responsible for keeping the Board 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.

E. 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.

**ARTICLE 14 – REDUCTION OF WORKING HOURS, LAYOFF, SEVERANCE AND RECALL -
Continued**

E. Seniority Recognition (Cont'd)

1. (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.

F. Security of Employment

1. If the Board is required to effect a reduction in the total number of employees employed by VBE, 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.**B.** for the positions available.
2. If the Board is required to effect a partial reduction in a continuing status employee's continuing hours, the hours of the least senior employee within the district for which the more senior employee has the necessary qualifications shall be the hours to which the partial reduction shall be applied pursuant to Article 14.**C.**
3. Where a continuing status employee's continuing 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 an employee will have the right to reassignment in accord with Article 14.**C.** and any appropriate payment pursuant to Article 2.**F.**3.
4. Where a continuing status employees' continuing hours are reduced to zero as a result of work being reassigned to a more senior employee pursuant to Article 14.**C.**, the termination shall be effective immediately at the time the work is reassigned. Such employee will be laid off with the right to recall in accordance with Article 14.**G.** and any appropriate payments pursuant to Article 2.**F.**3.
5. Where no assignment is available at any Adult Education Centre for which the employee is qualified, **they** will be placed on layoff in accordance with this Article.

G. Employees' Right to Recall

- 1.** Redundant employees may only be recalled to positions, or displace employees with less seniority, in the same classification.
- 2.** Employees who have been laid off and who have the right to recall will be eligible for positions pursuant to Article **6.B.1.**(c).
- 3.** The right to recall for an employee's continuing hours is lost if:
 - (a) The employee elects to receive severance pay.
 - (b) The employee accepts continuing hours 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.

ARTICLE 14 – REDUCTION OF WORKING HOURS, LAYOFF, SEVERANCE AND RECALL - Continued

G. Employees' Right to Recall (Cont'd)

- 3.** (d) Twenty-four (24) months have elapsed since the employee was laid off.
- 4.** When a position on the adult learning staff of the District becomes available subsequent to the process in Article **6.A.2.** and **6.B.1.**, the Board shall send out a descriptive notice of each vacancy to all employees on the recall list. The person who is selected to fill each vacancy shall be the employee who applies and who has the highest priority (Article **6.B.1.**), 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 recall pursuant to this Article.
- 5.** An employee who is offered recall shall inform the Board whether or not the offer is accepted within two (2) working days of the receipt of such offer.
- 6.** The Centre's Principal/Vice-Principal and the employee shall agree to a date on which the employee will commence **their** duties and this date shall normally be within thirty (30) days of the employee's acceptance of the appointment. The Centre's Principal/Vice-Principal and the employee may agree to extend this time limit. The Centre's Principal/Vice-Principal may employ a temporary assignment or an Employee-on-Call in the position until the employee commences the position.
- 7.** Upon recall an employee shall be entitled to a continuing assignment. However, while an employee is on the recall list, the Board may offer a temporary assignment pursuant to Article 14.**G.8.**
- 8.** Upon acceptance of a temporary assignment, an employee shall retain **their** former continuing appointment recall status even though the interim assignment may be for a specified term in **their** own or another classification and/or for an amount of employment different from the continuing assignment 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 assignment who accept recall to a continuing assignment 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 assignment.
- 9.** 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 assignment and who applies.
- 10.** An employee on the recall list is responsible for keeping the Board and the Centre's Principal/Vice-Principal informed of changes of name, address, telephone number, email 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 forty-eight (48) hour offer period, this will constitute a refusal of an offer for recall purposes.

H. 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.**G.3.**

**ARTICLE 14 – REDUCTION OF WORKING HOURS, LAYOFF, SEVERANCE AND RECALL -
Continued**

H. 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 the Board 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.I.

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 the Board monthly in advance of the full cost of such benefits.

K. 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.

L. Employee Reassignment and Recall Lists

1. The Board shall forward to the VTF (AE) the recall and the reassignment list by seniority at the beginning of each quarter. The Board shall forward the Replacement List to the VTF (AE) when it is generated each school year.
2. All deletions, additions, or other changes in the recall and the reassignment 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).

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 Education of School)
District No. 39 (Vancouver) in the presence)
of:)
)
)
_____)
Janet Fraser, Chairperson)
)
)
_____)
J. David Green, Secretary-Treasurer)

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

Date

Letter of Understanding #1

1998 March 18 (Amended March 2, 2005) (Extended to June 30, 2019)

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 a **Teacher**, 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 **their** 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 #2

2001 January 31 (Extended to June 30, 2019)

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 #3

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 30th of each year to renew and update the following list:

Corinn Bell

John Hall

Marguerite Jackson

Arne Peltz

Ken Saunders

Christopher Sullivan

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

Vancouver School Board

Suzie Mah
Leo Hutchinson
Donna Brack
Tom Emanouilidis

Brian Bannon
John Crowe
Peter Andrade

Letter of Understanding #4

April 13, 2005 (Extended to June 30, 2019)

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

and: Vancouver School Board

RE: **Smart Find Express (SFE)**

The parties agree that any change(s) to the present Employee on Call SFE system shall be discussed at the **Adult** 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 #5

April 13, 2005 (**Extended to June 30, 2019**)

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

and: Vancouver School Board

RE: Extra Bi-weekly Payroll

The parties agree that there will be an extra bi-weekly payroll processed between September 1 and October 2 to provide payment for Adult Educators who may not have any earnings in the first pay period processed in September.

The intent of the extra payroll is to provide employees who worked in September with two (2) pay cheques. It is understood that each payment may consist of one (1) week's earnings as a result.

Payroll will coordinate the extra payroll to be processed on a date that best meets the objective according to the Adult Education Calendar start date for each September.

Signed by VTF (AE)

J. Alan Crawford

Signed by VSB

Nancy Stair

Date signed:

November 3, 2004

APPENDIX B

EMPLOYMENT STANDARDS ACT [RSBC 1996] CHAPTER 113

This act is current to October 16, 2019

www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/00_96113_01

Part 6 — Leaves and Jury Duty

Maternity leave

- 50** (1) A pregnant employee who requests leave under this subsection is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins
- (a) no earlier than 13 weeks before the expected birth date, and
 - (b) no later than the actual birth date
- and ends no later than 17 weeks after the leave begins.
- (1.1) An employee who requests leave under this subsection after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.
- (2) An employee who requests leave under this subsection after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.
- (3) An employee who requests leave under this subsection 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, the employee is unable to return to work when the employee leave ends under subsection (1), (1.1) 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 or nurse 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) If an employee on leave under subsection (1) or (1.1) proposes to return to work earlier than 6 weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

Parental leave

- 51** (1) An employee who requests leave under paragraph (a), (b) or (d) of this subsection is entitled to,
- (a) for a parent 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 61 consecutive weeks of unpaid leave, which must begin, unless the employer and employee agree otherwise, immediately after the end of the leave taken under section 50,

Appendix B – 51 Parental Leave – Continued

- (b) for a parent, other than an adopting parent, 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 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children, and
 - (c) [Repealed 2011-25-327.]
 - (d) for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional 5 consecutive 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) or (b), 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 or nurse 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 78 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.

Compassionate care leave

52.1 (1) In this section, "family member" means

- (a) a member of an employee's immediate family, and
 - (b) any other individual who is a member of a prescribed class.
- (2) An employee who requests leave under this section is entitled to up to 27 weeks of unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, or such other period as may be prescribed, after
- (a) the date the certificate is issued, or
 - (b) if the leave began before the date the certificate is issued, the date the leave began.
- (3) The employee must give the employer a copy of the certificate as soon as practicable.
- (4) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins.

Appendix B – 52.1 Compassionate Care Leave – Continued

- (5) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
 - (a) the family member dies;
 - (b) the expiration of 52 weeks from the date the leave began.
- (6) A leave taken under this section must be taken in units of one or more weeks.
- (7) If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in subsection (5) (b), the employee may take a further leave after obtaining a new certificate in accordance with subsection (2), and subsections (3) to (6) apply to the further leave.

Critical illness or injury leave

52.11 (1) In this section, "family member" means

- (a) a member of an employee's immediate family, and
 - (b) any other individual who is a member of a prescribed class.
- (2) An employee who requests leave under this section is entitled to the following unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate in accordance with subsection (4):
 - (a) up to 36 weeks of unpaid leave to provide care or support to a family member who is under 19 years of age at the start of the leave;
 - (b) up to 16 weeks of unpaid leave to provide care or support to a family member who is 19 years of age or older.
- (3) If a certificate issued in accordance with subsection (4), with respect to a leave under this section, sets out a period for which a family member of an employee requires care or support that is less than the maximum number of weeks specified in subsection (2) (a) or (b), as applicable, the employee
 - (a) is entitled to take the leave only up to the number of weeks indicated in the certificate, and
 - (b) may, respecting the leave, obtain one or more additional certificates in accordance with subsection (4), but the employee's entitlement to the leave does not exceed the maximum number of weeks specified in subsection (2) (a) or (b), as applicable.
- (4) A certificate referred to in subsection (2) must
 - (a) state that the baseline state of health of the family member has significantly changed and the life of the family member is at risk as a result of an illness or injury,
 - (b) state that the care or support required by the family member can be met by one or more persons who are not medical professionals, and
 - (c) set out the period for which the family member requires care or support.
- (5) The employee must give the employer a copy of the certificate referred to in subsection (2) as soon as practicable.
- (6) An employee may begin a leave under this section respecting a family member no earlier than the earlier of the following:
 - (a) the first day of the week in which the certificate referred to in subsection (2) respecting the family member is issued;

Appendix B – 52.11 Critical illness or injury leave – Continued

- (b) the first day of the week in which the baseline state of health of the family member significantly changes and the life of the family member is at risk as a result of an illness or injury.
- (7) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
 - (a) the family member in respect of whom the leave is taken dies;
 - (b) the expiration of 52 weeks from the date the leave began.
- (8) A leave taken under this section must be taken in units of one or more weeks.
- (9) If an employee takes a leave under this section and, at the time referred to in subsection (7) (b), the life of the family member remains at risk as a result of the illness or injury, the employee may take a further leave after obtaining a new certificate in accordance with subsection (4), and subsections (5) to (8) apply to the further leave.

Reservists' leave

52.2 (1) In this section:

"Canadian Forces" has the same meaning as in section 14 of the *National Defence Act* (Canada);

"reservist" means a member of the reserve force, as defined in section 2 (1) of the *National Defence Act* (Canada).

- (2) Subject to the regulations, an employee who is a reservist and who requests leave under this section is entitled to unpaid leave, for the period described in subsection (3), if
 - (a) the employee is deployed to a Canadian Forces operation outside Canada or is engaged, either inside or outside Canada, in a pre-deployment or post-deployment activity required by the Canadian Forces in connection with such an operation,
 - (b) the employee is deployed to a Canadian Forces operation inside Canada that is or will be providing assistance in dealing with an emergency or with its aftermath, or
 - (c) the prescribed circumstances apply.
- (3) An employee who is a reservist is entitled to take leave under this section for the prescribed period or, if no period is prescribed, for as long as subsection (2) (a), (b) or (c) applies to the employee.
- (4) Subject to subsection (5), a request for leave must
 - (a) be in writing,
 - (b) be given to the employer,
 - (i) unless subparagraph (ii) or (iii) applies, at least 4 weeks before the employee proposes to begin leave,
 - (ii) in the case of leave under subsection (2) (a) or (b), if the employee receives notice of the deployment less than 4 weeks before it will begin, as soon as practicable after the employee receives the notice, or
 - (iii) in the case of leave under subsection (2) (c), within the prescribed period, and
 - (b) include the date the employee proposes to begin leave and the date the employee proposes to return to work.

Appendix B – 52.2 Reservists' Leave – Continued

- (5) If circumstances require leave to be taken beyond the date specified in the request under subsection (4) (c), the employee must
 - (a) notify the employer of the need for the extended leave and of the date the employee now proposes to return to work, and
 - (b) provide the notice referred to in paragraph (a),
 - (i) unless subparagraph (ii) or (iii) applies, at least 4 weeks before the date the employee had proposed, in the request under subsection (4), to return to work,
 - (ii) in the case of leave under subsection (2) (a) or (b), if the employee receives notice of the extended deployment less than 4 weeks before the date referred to in subparagraph (i), as soon as practicable after the employee receives the notice, or
 - (iii) in the case of a leave under subsection (2) (c), within the prescribed period.
- (6) If an employee who is a reservist proposes to return to work earlier than specified in the request submitted under subsection (4) or the notice provided under subsection (5), if applicable, the employee must notify the employer of this proposal at least one week before the date the employee proposes to return to work.
- (7) An employer may require an employee who takes leave under this section to provide further information respecting the leave.
- (8) If an employer requires an employee to provide further information under subsection (7), the employee must
 - (a) provide the prescribed information in accordance with the regulations, or
 - (b) if no information is prescribed, provide information reasonable in the circumstances to explain why subsection (2) (a), (b) or (c) applies to the employee and provide it within a reasonable time after the employee learns of the requirement under subsection (7).

Leave respecting disappearance of child

52.3 (1) In this section and section 52.4:

"child" means a person under 19 years of age;

"crime" means an offence under the *Criminal Code* other than an offence prescribed by the regulations made under section 209.4 (f) of the *Canada Labour Code*.

- (2) If a child of an employee disappears and it is probable, in the circumstances, that the child's disappearance is a result of a crime, and the employee requests leave under this section, the employee is entitled to unpaid leave for a period of up to 52 weeks.
- (3) If an employee is charged with a crime that resulted in the disappearance of the employee's child, the employee is not entitled, or, if already on leave, is no longer entitled, to leave under subsection (2).
- (4) A leave under subsection (2) must be taken during the period that starts on the date the child disappears and ends on the date that is 53 weeks after the date the child disappears.

Appendix B – 52.3 Leave Respecting disappearance of child – Continued

- (5) A leave under subsection (2) may be taken by the employee in
 - (a) one unit of time, or
 - (b) more than one unit of time, with the employer's consent.
- (6) Despite subsection (4), a leave under subsection (2) ends on the earliest of the following dates, if any apply:
 - (a) the date on which circumstances indicate it is no longer probable that the child's disappearance is a result of a crime;
 - (b) the date the employee is charged with a crime that resulted in the disappearance of the child;
 - (c) the date that is 14 days after the date on which the child is found alive;
 - (d) the date on which the child is found dead;
 - (e) the date that is the last day of the last unit of time in respect of which the employer consents under subsection (5)(b).
- (7) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof that the employee's child has disappeared in circumstances in which it is probable the disappearance is a result of a crime.

Leave respecting death of child

- 52.4** (1) If a child of an employee dies and the employee requests leave under this section, the employee is entitled to unpaid leave for a period of up to 104 weeks.
- (2) If an employee is charged with a crime that resulted in the death of the employee's child, the employee is not entitled, or, if already on leave, is no longer entitled, to leave under this section.
 - (3) A leave under subsection (1) must be taken during the period that starts
 - (a) on the date the child dies, or
 - (b) on the date the child is found dead, in the case of the child disappearing before the child dies,and ends on the date that is 105 weeks after the date referred to in paragraph (a) or (b), as applicable.
 - (4) A leave under subsection (1) may be taken by the employee in
 - (a) one unit of time, or
 - (b) more than one unit of time, with the employer's consent.
 - (5) Despite subsection (3), a leave under subsection (1) ends on the earlier of the following dates, if any apply:
 - (a) the date the employee is charged with a crime that resulted in the death of the child;
 - (b) the date that is the last day of the last unit of time in respect of which the employer consents under subsection (4) (b).
 - (6) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof that the employee's child is dead.

Appendix B – Continued

Leave respecting domestic or sexual violence

52.5 (1) In this section:

"child" means a person under 19 years of age;

"domestic or sexual violence" includes

- (a) physical abuse by an intimate partner or by a family member, including forced confinement or deprivation of the necessities of life, but not including the use of reasonable force to protect oneself or others from harm,
- (b) sexual abuse by any person,
- (c) attempts to commit
 - (i) physical abuse by an intimate partner or by a family member, or
 - (ii) sexual abuse by any person, and
- (d) psychological or emotional abuse by an intimate partner or by a family member, including
 - (i) intimidation, harassment, coercion or threats, including threats respecting other persons, pets or property,
 - (ii) unreasonable restrictions on, or prevention of, financial or personal autonomy,
 - (iv) stalking or following, and
 - (v) intentional damage to property;

"eligible person" means, with respect to an employee,

- (a) a child who is under the day-to-day care and control of the employee by way of agreement or court order or because the employee is the child's parent or guardian,
- (b) a person who
 - (i) is 19 years of age or older,
 - (ii) is unable, because of illness, disability or another reason, to obtain the necessities of life or withdraw from the charge of the person's parent or former guardian, and
 - (iii) is under the day-to-day care and control of the employee, who is the person's parent or former guardian, and
- (c) a prescribed person;

"family member" means any of the following:

- (a) with respect to a person,
 - (i) the spouse, child, parent, guardian, sibling, grandchild or grandparent of the person, or
 - (ii) an individual who lives with the person as a member of the person's family;
- (c) any other individual who is a member of a prescribed class;

"intimate partner" means, with respect to a person, any of the following:

- (a) an individual who is or was a spouse, dating partner or sexual partner of the person;
- (b) an individual who is or was in a relationship with the person that is similar to a relationship described in paragraph (a).

Appendix B – 52.5 Leave respecting domestic or sexual violence – Continued

- (2) In addition to experiencing domestic or sexual violence in the circumstances described in the definition of "domestic or sexual violence" in subsection (1), a child who is an employee or eligible person also experiences domestic or sexual violence if the child is exposed, directly or indirectly, to domestic or sexual violence experienced by any of the following individuals:
 - (a) an intimate partner of the child;
 - (b) a family member of the child.
- (3) If an employee or eligible person experiences domestic or sexual violence, the employee may request leave for one or more of the following purposes:
 - (a) to seek medical attention for the employee or eligible person in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;
 - (b) to obtain for the employee or eligible person victim services or other social services relating to domestic or sexual violence;
 - (c) to obtain for the employee or eligible person psychological or other professional counselling services in respect of a psychological or emotional condition caused by the domestic or sexual violence;
 - (d) to temporarily or permanently relocate the employee or eligible person or both the employee and eligible person;
 - (e) to seek legal or law enforcement assistance for the employee or eligible person, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence;
 - (f) any prescribed purpose.
- (4) If an employee requests leave under subsection (3), the employee is entitled during each calendar year to
 - (a) up to 10 days of unpaid leave, in units of one or more days or in one continuous period, and
 - (b) in addition to the period of time referred to in paragraph (a), up to 15 weeks of unpaid leave.
- (5) A leave under subsection (4) (b) may be taken by the employee in
 - (a) one unit of time, or
 - (b) more than one unit of time, with the employer's consent.
- (6) An employee is not entitled to leave under this section respecting an eligible person if the employee commits the domestic or sexual violence against the eligible person.
- (7) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.

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.

Duties of employer

- 54** (1) An employer must give an employee who requests leave under this Part the leave to which the employee is entitled.
- (2) An employer must not, because of an employee's pregnancy or a leave allowed by this Part,
 - (a) terminate employment, or
 - (b) change a condition of employment without the employee's written consent.

Appendix B – 54 Duties of employer – Continued

- (3) As soon as the leave ends, the employer must place the employee
 - (a) in the position the employee held before taking leave under this Part, or
 - (b) in a comparable position.
- (4) If the employer's operations are suspended or discontinued when the leave ends, the employer must, subject to the seniority provisions in a collective agreement, comply with subsection (3) as soon as operations are resumed.
- (5) Subsection (4) is not to be construed as conferring a preferential right of recall on an employee referred to in subsection (3), to whom a collective agreement does not apply, beyond that to which the employee would otherwise be entitled.

Jury duty

55 If an employee is required to attend court as a juror, the employer has the same duties under section 54 (2) to (4) in relation to the employee as if that employee were on leave under this Part.

Employment deemed continuous while employee on leave or jury duty

- 56** (1) The services of an employee who is on leave under this Part or is attending court as a juror are deemed to be continuous for the purposes of
- (a) calculating annual vacation entitlement and entitlement under sections 63 and 64, and
 - (b) any pension, medical or other plan beneficial to the employee.
- (2) In the following circumstances, the employer must continue to make payments to a pension, medical or other plan beneficial to an employee as though the employee were not on leave or attending court as a juror:
- (a) if the employer pays the total cost of the plan;
 - (b) if both the employer and the employee pay the cost of the plan and the employee chooses to continue to pay his or her share of the cost.
- (3) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken or the attendance as a juror not been required.
- (4) Subsection (1) does not apply if the employee has, without the employer's consent, taken a longer leave than is allowed under this Part.
- (5) Subsection (2) does not apply to an employee on leave under section 52.2.

Employment Standards Act

Employees are entitled to additional Leaves in accordance with the current provisions of the Employment Standards Act.

APPENDIX C

OCCUPATIONAL HEALTH & SAFETY REGULATION

B.C. Regulation 296/97 [April 15, 1998]; amendments through B.C. Reg. 230/2011 [April 15, 2012]

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.
- (c) Repealed. [B.C. Reg. 312/2003, Effective October 29, 2003.]
[Amended by B.C. Reg. 312/2003, effective October 29, 2003.]

*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.

Appendix C - Continued

4.31 Advice to consult physician

- (1) Repealed. [B.C. Reg. 312/2003, effective October 29, 2003.]
- (2) Repealed. [B.C. Reg. 312/2003, effective October 29, 2003.]
- (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.

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

B.C. Regulations 296/97 [April 15, 1998]; amendments through B.C. Reg. 230/2011 [April 15, 2012]

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
 - (b) ensure that any unsafe condition is remedied without delay, or
 - (c) 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
 - (b) a worker member of the joint committee,
 - (c) a worker who is selected by a trade union representing the worker, or
 - (d) 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.

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