

COLLECTIVE AGREEMENT

between the

VANCOUVER TALMUD TORAH ASSOCIATION

and the

**B.C. GENERAL EMPLOYEES' UNION
(BCGEU)**

Effective from September 1, 2019 to August 31, 2023

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DEFINITIONS

For the purposes of this agreement, the following words shall have the following meaning whenever used in this agreement.

- (a) *"Administrator"* means the Head of School, Principals, and other authorized Employer representatives who are excluded from the Union's bargaining unit collectively referred to as the *"Administration"*.
- (b) *"Board"* means the Board of Directors of the Employer.
- (c) *"Confidential Information"* means information disclosed or made known to an Instructor in the course of the Instructor's employment with the School, which is not generally known by the persons outside the School.
- (d) *"Continuing Instructor"* means an Instructor other than a probationary Instructor, or a temporary Instructor, or a Teacher on Call.
- (e) *"Day"*, insofar as it relates to teaching, means five hours and 55 minutes of teaching time in a six hour and 50 minute span in any day from Monday through Friday which span shall commence no earlier than 8:00 a.m. and end no later than 4:00 p.m.
- (f) *"Early Childhood Department"* means the School's Early Childhood Education Department (Rishonim and Junior Kindergarten).
- (g) *"Employer"* means Vancouver Talmud Torah Association.
- (h) *"Instructor"* means an Instructor in the School employed by the Employer and excludes Administrators, all administrative personnel, Supervision Aides, Teacher's Aides and Teachers on Call. A part-time Instructor is an Instructor who has an assignment which is less than that of a full-time Instructor.
- (i) *"Joint Health and Safety Committee"* means the joint health and safety committee established under Article 23.
- (j) *"Joint Labour Management Committee"* is a committee formed pursuant to Article 7 comprising representatives of the Administration and the Union, which shall meet for purposes of discussing workplace issues that affect the parties or any Instructor covered by this agreement.
- (k) *"Membership Dues"* means dues and assessments payable by an Instructor to the Union.
- (l) *"Probationary Instructors"* means an Instructor during the first 20 Teaching Months of employment by the Employer.
- (m) *"Probationary Term"* means the first 20 Teaching Months of employment by the Employer.
- (n) *"Scholarship Level"* means documented and recognized education level attained in accordance with Article 25 of this agreement.
- (o) *"School"* means Vancouver Talmud Torah School.
- (p) *"School Year"* means the period from September 1st to August 31st inclusive in any two consecutive years.
- (q) *"Spouse"* means a person who

- (1) is married to an Instructor, or
- (2) has lived with an Instructor in a marriage-like relationship for a period of at least two years.
- (r) "*Supervision Aide*" means a person hired by the Employer to perform non-teaching duties, including but not limited to, supervision of students during recesses, lunch, transition periods between classes, accompanying classes on field trips and other similar duties.
- (s) "*Teacher on Call*" or "*TOC*" means an Instructor in the School employed by the Employer to substitute for an Instructor or to augment the teaching staff, and who may work full-time or part-time for up to ten continuous days in the same assignment.
- (t) "*Teacher's Aide*" means a person, whether qualified as a teacher or not, to work under the supervision and guidance of an Instructor and/or Administrator to perform such duties, including but not limited to library assistance, audio-visual assistance, equipment aide, drilling or reading with students, or preparing Instructor materials. Teacher's Aides will have no teaching, planning or diagnostic duties.
- (u) "*Teaching Day*" is a day when students are in attendance.
- (v) "*Teaching Month*" means a month from September to June in which the Instructor is employed.
- (w) "*Teaching Time*" shall mean the time spent during the school day for instructional purposes including time spent in the classroom instructing students, homeroom, recess time, time for students to change classrooms, and preparation time. The Teaching Time in a week shall include the Teaching Time which would have occurred on any statutory holiday or religious holiday during that week.
- (x) "*Teaching Year*" means the period between September 1st and June 30th inclusive in any two consecutive years.
- (y) "*Temporary Instructor*" means an Instructor hired by the Employer for a temporary period, to meet a specific instructional need in the School in a School Year, or to replace a Continuing Instructor who is on leave. Temporary Instructors will perform full teaching responsibilities on a part-time or full-time basis for a period not in excess of one School Year, or the duration of the leave of the Continuing Instructor they are replacing. A person employed as a TOC shall be a Temporary Instructor from the eleventh continuous day on the same assignment until the end of that assignment. Temporary Instructors are members of the BCGEU bargaining unit.
- (z) "*Union*" means the B.C. General Employees' Union.
- (aa) "*Working Day*" is a day when Instructors are required to be in attendance and is no longer than a Teaching Day.
- (ab) "*Years of Experience*" means years of teaching service in the School or elsewhere as recognized by the Head of School.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The parties recognize that the Employer operates a traditional community Jewish day school known as the Vancouver Talmud Torah School (the "*School*"), which is dedicated to excellence in an engaging and a

respectful learning environment in which Jewish children can grow to become proud, caring, responsible and dedicated members of the Jewish people and Canadian society;

The parties also recognize and agree to cooperate in:

- (a) providing an excellent education within an integrated Judaic and General Studies program, which focuses on basic skills, independent and cooperative learning, critical thinking and creative thought;
- (b) providing children with an educational atmosphere conducive to their healthy social, emotional, physical and cognitive development;
- (c) imbuing children with the knowledge, appreciation and respect for the broad spectrum of Jewish religious diversity and Ahavat Yisrael;
- (d) teaching children about God and providing them with knowledge of all Jewish subjects and values including Jewish History, State of Israel, Torah, Laws, Customs, Prayer, Modern Hebrew. language and literature;
- (e) instilling in the children a lifelong love of learning through passionate teaching in an engaging curriculum;
- (f) encouraging each child to be a mensch, to do mitzvot and to apply their acquired knowledge and values to their daily life;
- (g) promoting the children's and families' active involvement in, and support for, the School and institutions in both the Jewish and broader community;
- (h) strengthening the children's and families' Jewish identity by offering a warm Jewish social environment;
- (i) promoting continuing family and adult education;
- (j) promoting a standard of excellence in teaching and administration through ongoing professional development and innovation;
- (k) bargaining collectively in order to secure reasonable and equitable working conditions, wages and hours of work for members of the Union;
- (l) creating a feeling of mutual confidence, respect and harmony between the Employer and the members of the Union;
- (m) promoting respectful communications between the parties, and between individuals at the School; and
- (n) promoting a safe and secure working and learning environment.

1.2 Future Legislation

- (a) In the event that any future legislation renders null and void any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties shall consult with a view to reaching mutually agreeable provisions to be substituted for the provision rendered null and void.
- (b) In the event that any future legislation materially alters the intent of any clause in this agreement, either party may request consultation with a view to seeking an amendment or clarification of the clause.

1.3 Use of Terms

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

1.4 Human Rights Code

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

ARTICLE 2 - MANAGEMENT RIGHTS

(a) The Union acknowledges that the management and direction of Instructors and the activities of the School are vested exclusively with the Employer, except as this agreement otherwise specifies. Without limiting the generality of the foregoing it is the function of the Employer to:

- (1) maintain order, discipline and efficiency and make, alter and enforce reasonable rules, regulations, policies and practices;
- (2) select, hire, discipline, discharge, assign, reassign, transfer, evaluate, classify, promote Instructors, and provide for their in-service;
- (3) establish, modify or eliminate job functions, job content, teaching assignments and hours, and job descriptions;
- (4) determine the services and courses to be provided and to alter, eliminate, establish or change services, courses and objectives;
- (5) determine the size and location of its schools, offices;
- (6) make changes in methods, operations, organization, facilities, systems and equipment;
- (7) determine the schedule of hours of the school and the Instructors and to assign hours of work to Instructors within each schedule;

provided the provisions of this article are exercised consistently with the other provisions of this agreement and are not used for the purpose of discrimination as defined in the *Human Rights Code* of BC.

(b) Article 2 shall not restrict, limit or nullify the rights and obligations specifically granted to the Union pursuant to this agreement.

ARTICLE 3 - UNION SECURITY

All Instructors shall, as a condition of employment, become and remain a member of the Union, effective on the date of commencement of employment.

ARTICLE 4 - UNION RECOGNITION RIGHTS

4.1 Bargaining Unit Defined

(a) The bargaining unit shall consist of all Instructors covered by the certification issued by the Labour Relations Board on July 4, 2017, except Teachers on Call.

(b) Any teaching functions performed by an excluded employee will not exceed 50% of their role, unless the Union and the Employer agree otherwise in writing. The Employer agrees that the performance of instructional work by excluded employees will not result in the displacement of bargaining unit members who are qualified to perform such work.

(c) At or before the beginning of each School Year, the Employer will disclose to the Union the nature and percentage of any teaching duties that will be performed by employees who are excluded from the bargaining unit. In the event that the nature or percentage of teaching duties performed by an excluded employee changes during the School Year, the Employer will notify the Union of this change.

4.2 Bargaining Agent Recognized

The Employer recognizes the B.C. General Employees' Union as the sole bargaining agent for the Instructors in the bargaining unit.

4.3 Bulletin Boards

The Union shall have the right to post notices of activities and matters of union concern on a bulletin board provided for that purpose in the Instructors' lounge, and to circulate such documents to the Instructors by distribution in the staff lounge or by placing the documents in the Instructors' mail boxes, where available. The distribution or circulation of such documents in staff rooms shall not take place during an Instructor's instructional time.

4.4 Union Meetings

(a) The Union and its membership undertakes that no meeting, study session or interruption shall take place during teaching hours of the School Day, scheduled in-service professional days, or parent/Instructor meetings.

(b) At the request of the Union and provided that these meetings do not interrupt the continuity of the students' courses or any scheduled meetings of the School or affect the security or maintenance of the School, the Employer shall, without charge, provide the Union with a suitable room in one of its buildings for the purposes of holding union meetings. However, the Employer must be advised 48 hours in advance of the Union's requirements for the use of the room. The Union shall make arrangements for leaving the room in good order and shall be responsible for all damages arising directly or indirectly as a result of negligence or wilful act of any member, employee, agent or invitee of the Union.

4.5 Recognition and Rights of Shop Stewards

(a) The Employer recognizes the Union's right to select stewards to represent Instructors.

(b) If an Administrator requests a formal meeting with an Instructor, the Administrator will identify the purpose of the meeting when the request is made and shall inform the Instructor of their right to a shop steward if the Administrator believes the meeting may lead to disciplinary action against the Instructor.

(c) In June of each year the Union shall submit to the Employer a written list of its stewards and authorized representatives solely authorized to act on behalf of the Union. Any subsequent changes in the Union's stewards or representatives shall be promptly forwarded in writing to the Employer.

(d) Stewards will obtain the permission of their immediate supervisor before leaving their work to perform duties as a steward. Permission shall not be withheld unreasonably. On resuming their normal

duties, stewards will notify their supervisor. Leave to perform stewards' duties shall be without loss of pay.

(e) Duties of the steward are:

- (1) Investigating grievances and complaints involving Instructors;
- (2) Assisting and representing Instructors in disciplinary meetings and in the grievance procedure;
- (3) Supervising ballot boxes and performing related functions during ratification votes held on the Employer's premises; and
- (4) Attending meetings with the Administration regarding matters pertaining to Instructors or the collective agreement.

4.6 Time Off for Union Business

(a) Instructors may request unpaid leave to conduct Union business. Instructors requesting leave under this clause will provide the Employer with as much advance notice as possible of the dates of the leave and not fewer than 14 days' notice prior to the commencement of the leave. Leaves under this clause shall be subject to the operational requirements of the School, but approval of such leaves shall not be unreasonably withheld.

(b) Subject to the operational requirements of the School and with reasonable advance written notice, leave of absence without pay will be granted to an Instructor selected for, or elected to, a full-time position with the Union for a period of up to two years. No more than one Instructor shall be on leave under this clause at any given time. On return to work from such leave, the Instructor will be placed either in the position the Instructor held before taking the leave or in a comparable position.

(c) Seniority shall continue to accumulate during the leaves listed above.

(d) To facilitate the administration of this clause, when Union leave without pay is granted, the Employer shall continue the Instructor's salary and benefits, and the Union shall reimburse the Employer for all such salary and benefits costs within 30 days of receipt of an invoice for such costs.

4.7 Right to Refuse to Cross Picket Lines

(a) All Instructors covered by this agreement shall have the right to refuse to cross a picket line arising out of a legal dispute as defined in the *Labour Relations Code*. Any Instructor failing to report for duty shall be considered to be absent without pay.

(b) Failure to cross a legal picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

(c) The Union agrees to notify the Employer as soon as possible of the existence of such picket line as referred to in (a) or (b) above.

4.8 No Discrimination for Union Activity

The Employer or any person acting on its behalf and the Union agree there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any Instructor for reason of membership or activity in the Union.

4.9 No Other Agreement

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

ARTICLE 5 - CHECK-OFF OF UNION DUES**5.1 Deduction of Union Dues**

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

5.2 Deduction of Assessments

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

5.3 Deductions Made on Payroll

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

5.4 Remittance of Union Dues and Assessments

All deductions will be remitted to the Union not later than 28 days after the date of deduction and the Employer will also provide a list of names of those Instructors from whose salaries such deductions have been made together with the pay period type (e.g.: monthly, semi-monthly, biweekly, etc.), the gross salary for each Instructor and amount deducted from each Instructor.

5.5 Union to Notify Employer

Before the Employer is obliged to deduct any amount under Clause 5.1, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised will continue to be the amount deducted until changed by further written notice to the Employer signed by the President of the Union or their designate. Upon receipt of such notice, such changed amount will be the amount deducted.

5.6 Authorization for Deductions

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

ARTICLE 6 - INSTRUCTOR ORIENTATION

(a) Within 10 Working Days of employment, all Instructors new to the School will be offered an orientation provided by the Employer. The orientation will acquaint such Instructors with the basic operation of the School and the Employer.

(b) The Employer agrees to provide each new Instructor with access to an electronic copy of the collective agreement, information about the Union security and dues check-off requirements, and the names and contact information of the stewards.

- (c) A steward will be provided with an opportunity to meet with each new Instructor for the purpose of acquainting the new Instructor with the provisions of the collective agreement. Such meetings will not interfere with the scheduled duties and responsibilities of the steward or the new Instructor.
- (d) The Union will be notified in writing by the Employer of the hiring of new Instructors.

ARTICLE 7 - EMPLOYER - UNION RELATIONS

7.1 Union Representatives

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

- (a) the Head of School or designate is notified in advance; and
- (b) there is no interference with the operation of the School or with the scheduled duties and responsibilities of any Instructor.

7.2 Access to Information

- (a) Within 10 days after their final adoption, the Employer undertakes to forward to the Union a copy of any new regulations or directives adopted by the Employer relating to the administration of the School that would affect the conduct of the Instructors. Where the regulations or directives adopted by the Employer conflict with terms and conditions of this agreement, the terms of this agreement shall prevail.
- (b) The Employer shall provide the Union, upon request, with the following information on or before November 15th of each year:
 - (1) a list showing each Instructor's name, address, telephone number, salary classification and teaching assignment;
 - (2) the aggregate number of Instructors, on an FTE basis; and
 - (3) copies of the booklet(s) and insurance contract(s) for the health and welfare benefit plans described in this agreement.
- (c) The Employer shall provide the Union, upon request accompanied by the written consent of the Instructor, with the number of available days in an Instructor's cumulative leave account.
- (d) The Employer agrees to provide to the Union the following information relating to Instructors in the bargaining unit, for collective bargaining purposes:
 - (1) current classifications,
 - (2) current seniority list,
 - (3) mailing addresses,
 - (4) employee status and current wage rate,
 - (5) a copy of the Employer's current policy and procedure manual,
 - (6) a copy of the current health and welfare benefit plan booklet(s), and

(7) any other information requested by the Union that the Employer is required by law to provide.

7.3 Joint Labour Management Committee

- (a) A Joint Labour Management Committee shall be established by the parties, consisting of up to three union representatives and the same number of Administrators. On the request of either party, the Joint Labour Management Committee shall meet at least once every two months on a regular basis to discuss workplace issues that affect the parties or any Instructor covered by this agreement.
- (b) The purpose of the Joint Labour Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.
- (c) An Administrator and union representative shall alternate in chairing the Committee meetings.
- (d) Minutes of the Committee meetings shall be transcribed by the Administrator and distributed to the committee members for approval. Once approved minutes shall be made available to all Instructors.
- (e) The Joint Labour Management Committee may reach agreement on matters pertaining to the interpretation of the collective agreement, but shall not have the power to amend the collective agreement without the express written agreement of the Union and the Employer.
- (f) The Joint Labour Management Committee may make recommendations to the Union and the Employer on matters relating to the maintenance of good relations between the parties, or the correction of conditions causing grievances or misunderstandings.
- (g) The Joint Labour Management Committee may make recommendations to the Employer regarding Employer policies and procedures, including the Employee Handbook.
- (h) Instructors appointed by the Union as union representatives on the Joint Labour Management Committee shall attend Joint Labour Management Committee meetings without loss of pay.
- (i) Where possible, Joint Labour Management Committee meetings will be scheduled so as not to interfere with the scheduled duties and responsibilities of any Instructor.

ARTICLE 8 - BULLYING, HARASSMENT AND DISCRIMINATION

8.1 Bullying, Harassment and Discrimination

The Union and the Employer recognize the right of all employees to work in an environment that is free from bullying, harassment and discrimination.

8.2 Complaints and Reports

Complaints and reports of bullying, harassment and/or discrimination will be dealt with under the Employer's Bullying, Harassment and Discrimination Policy.

8.3 Disciplinary Action

Any disciplinary action taken by the Employer as a result of a bullying, harassment and/or discrimination complaint may be grieved.

ARTICLE 9 - INSTRUCTOR DUTIES AND RESPONSIBILITIES

9.1 Conduct of Instructors

- (a) Instructors shall speak and act towards students with respect and dignity and shall deal judiciously with them always mindful of their individual rights and sensibilities. Instructors shall regard as their first duty the effective education and safety of the students and the maintenance of a high degree of professional competence in their teaching.
- (b) Instructors shall endeavour to develop in their students an appreciation of standards of excellence and shall strive at all times to achieve and maintain the highest degree of professional competence and to uphold the honour, dignity and ethical standards of the teaching profession.
- (c) Instructors shall recognize that a privileged relationship exists between Instructors and their students and shall refrain from exploiting the relationship for personal advantage.
- (d) Instructors shall avoid making derogatory comments, whether orally or in writing, about the School, or its Board members, Administrators, Instructors, students or students' parents.
- (e) Instructors shall show consistent justice and consideration in all their relationships with their students.
- (f) Instructors shall concern themselves with the welfare of their students including their safety, emotional and physical security, while the students are under their care.
- (g) Except where in conflict with the provisions of this agreement, Instructors shall carry out the written policies, philosophy and guidelines of the Employer. Unless and until the Employer agrees with the alleged conflict, or a final determination has been made through the grievance procedure that there is a conflict, the written policies, philosophy and guidelines of the Employer shall be carried out.
- (h) Instructors in general and/or Judaic studies shall provide to the Board a current and valid B.C. Teacher's Certificate, or B.C. Independent Teacher's Certificate, or Early Childhood Educator Certificate, as appropriate. Instructors of Judaic studies shall provide to the Board a current and valid Diploma or Certificate from a Recognized Hebrew/Judaic Studies Teachers College, or Seminary or Rabbinical Institute, as appropriate.
- (i) Instructors have the professional obligation to immediately consult their Administrator and/or supervisor regarding serious disciplinary problems that may arise.
- (j) It is the professional responsibility of Instructors to be adequately prepared for their classroom duties.
- (k) Instructors are obliged to arrange their personal plans and activities so that these do not conflict with the discharge of their professional responsibilities.
- (l) Instructors shall be required to demonstrate satisfactory professional conduct in relation to the following objectives:
 - (1) Each student shall be treated with respect and genuine interest.
 - (2) Instructors shall willingly exchange ideas and assist each other professionally.
 - (3) Instructors shall communicate the progress of their students to parents.
 - (4) Instructors shall participate willingly and equitably in the various non-teaching duties required for the operation of the School.

- (m) Instructors shall not accept a position to tutor any student without consulting the Instructor of the student concerned. Tutoring on the School site or during School hours shall not be conducted without the prior written permission of an Administrator.
- (n) Instructors shall not accept remuneration for tutoring their own students.

9.2 Confidential Information

Instructors must not disclose Confidential Information to anyone outside the School or use Confidential Information for any purpose other than the purpose of the School, except as required by law or with the written permission of the Administration. Instructors shall respect the confidential nature of information concerning students and may give it only to duly authorized persons or agencies directly concerned with a student's welfare, and in cases other than parents or Administrators, only after having taken reasonable steps to satisfy themselves of such authorization.

9.3 Standards of Performance

- (a) Instructors shall be required to demonstrate satisfactory performance in the following areas of daily work:
 - (1) knowledge of subject matter
 - (2) understanding of students' needs
 - (3) daily and long-range planning
 - (4) varied teaching methods and strategies
 - (5) evaluation of students' work
 - (6) recording and reporting of students' work
 - (7) classroom management.
- (b) Instructors recognize that conferences and meetings with Administrators, Consultants and Coordinators, parents and staff and the provision of individual assistance and guidance to students and in-service training, completion and issuance of report cards and government forms form part of an Instructor's professional responsibilities in addition to classroom responsibilities.

ARTICLE 10 - GRIEVANCE PROCEDURE

The parties shall observe the following grievance procedure:

10.1 Step 1

The Union or the Instructor shall begin by attempting to resolve the grievance informally through discussions with the Administrator directly responsible. The request for informal resolution must be made in writing within 22 Working Days after the alleged violation, or the date when the grievor ought reasonably to have become aware of the alleged violation, whichever is later. Following receipt of such request, the parties will meet and attempt to resolve the grievance. Where the grievor is an Instructor, they shall be accompanied during such discussions by a representative appointed by the Union.

10.2 Step 2

If the grievance is not resolved within 15 Working Days of the date the request was made for informal resolution at Step 1, the Union shall present the grievance in writing to the Administrator directly responsible. The written grievance shall clearly set forth full particulars of the alleged violation, including the article(s) involved and the remedy sought. The Administrator directly responsible shall meet with the

Union within 15 Working Days of receiving the written grievance and shall issue a written reply within 10 Working Days after the date of that meeting.

10.3 Step 3

- (a) If the grievance is not resolved at Step 2, the Union shall forward the written grievance to Step 3 to the Head of School within 10 Working Days following receipt of the written reply of the Administrator directly responsible. The Head of School shall meet to discuss the grievance within 15 Working Days of receipt of such referral.
- (b) After the steps of the grievance procedure have been completed, the Employer and the Union may agree, before or after the grievance is referred to arbitration, to endeavour to resolve the grievance through mediation with the assistance of a mutually acceptable mediator. The fees and expenses of the mediator shall be borne in equal shares by the Union and the Employer.

10.4 Time Limit to Submit to Arbitration

If the grievance is not resolved at Step 3, it may be referred to arbitration. The party wishing to refer the grievance to arbitration shall notify the other party in writing of its desire to submit the grievance to arbitration within 15 Working Days after the completion of the Step 3 meeting. If the parties agree to mediation before a grievance is referred to arbitration, the time limit for referring the grievance to arbitration will be placed in abeyance until the conclusion of the mediation process.

10.5 Failure to Act

Unless mutually otherwise agreed to in writing, the parties shall strictly adhere to the time limits prescribed in this article. Failure by the grieving party to adhere to the prescribed time limits shall void the grievance.

10.6 Without Prejudice Communications

All discussions and correspondence during the grievance procedure shall be without prejudice and shall not be admissible at an arbitration hearing, except for formal documents related to the grievance.

10.7 Policy Grievance

Where either party to this agreement disputes the general application, interpretation or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within 60 days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 11 of this agreement.

ARTICLE 11 - ARBITRATION

11.1 Selection of Arbitrator

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

11.2 Arbitration Procedure

The Arbitrator may determine their own procedure in accordance with the *Labour Relations Code* and shall give full opportunity to all parties to present evidence and make representations.

11.3 Arbitration Expenses

The fees and expenses of the Arbitrator and of the place of hearing shall be borne in equal shares by the Union and the Employer. The costs of arbitration shall not be awarded to or against either party.

11.4 Decision of Arbitrator

The parties shall ask the Arbitrator to deliver the award in writing to each of the parties within 30 days of the conclusion of the hearing. The award shall be binding on the parties, but the Arbitrator shall not have the power to alter, modify or amend this agreement.

11.5 Expedited Arbitration

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

ARTICLE 12 - DISCIPLINE, SUSPENSION AND DISMISSAL OF INSTRUCTORS**12.1 Discipline**

- (a) No Instructor shall be suspended or otherwise disciplined without just and reasonable cause.
- (b) Any written disciplinary measure shall be given to the Instructor at the time it is issued, and the Instructor shall sign the written disciplinary measure. The Instructor's signature on a written disciplinary measure acknowledges the Instructor has received the written disciplinary measure only and does not acknowledge the Instructor agrees with the measure. If the written disciplinary measure is given to the Instructor and the Instructor is unwilling to sign it, then the disciplinary measure shall nonetheless be deemed to have been properly issued.
- (c) Disciplinary material shall be removed from an Instructor's personnel file 40 months after issuance, provided that the Instructor has not been disciplined since.
- (d) Before disciplining an Instructor for misconduct, the Employer shall inform the Instructor of the allegations against them and shall provide the Instructor with a reasonable opportunity to respond to such allegations. The Employer shall inform the Instructor of the name(s) of the person(s) making the allegations if it is reasonable to expect that the Instructor needs such information in order to respond, unless the allegations may lead to criminal charges.

12.2 Burden of Proof

In all cases of discipline, the burden of proof of just and reasonable cause shall rest with the Employer.

12.3 Right to Union Representation

If a meeting is called concerning a disciplinary measure, an Instructor's conduct or standards, excepting standard lesson evaluation procedures, the Instructor and the Union must be notified in advance. The Employer shall invite the Union to attend the meeting and shall advise the Union of the subject matter to be discussed. If a meeting is scheduled during instructional hours, the Employer shall provide release time for both the Instructor and the union representative to attend the meeting. If the Instructor wishes to have a union representative present at the meeting but no such representative is available, the Employer shall reschedule the meeting to the first available time when all parties are able to meet. The parties agree that such meetings must occur in a timely fashion.

12.4 Personnel File

- (a) Every written disciplinary measure and every written response by an Instructor shall be inserted in the Instructor's personnel file that shall be kept by the Employer. The personnel file shall be the only file kept concerning the Instructor.
- (b) The personnel file will also contain the Instructor's teaching certification and any formal evaluations of the Instructor's performance.
- (c) Upon written request presented to an Administrator, Instructors shall have the right, at a mutually agreed upon time within one day of making the request, to examine their personnel files, and to obtain copies of the contents of the personnel file. An Administrator may be present when personnel files are examined.
- (d) The only disciplinary measures from an Instructor's personnel file which may be used in a grievance or arbitration procedure, shall be measures properly issued in accordance with this agreement. No third-party documents of a critical nature shall be placed in an Instructor's personnel file.
- (e) The Board and its Administrators shall avoid making derogatory comments, whether orally or in writing, about Instructors or students.

12.5 Dismissal of a Continuing Instructor

- (a) No Continuing Instructor shall be dismissed without just and reasonable cause.
- (b) The Administrator shall evaluate a Continuing Instructor's performance in accordance with the procedure described in Article 14 of this agreement.
- (c) The decision to dismiss a Continuing Instructor for less than satisfactory performance, with reference to the criteria in Clause 9.3, shall not be made until the Instructor has received two less than satisfactory Final Evaluation Reports (as defined in Clause 14.5[a]), with a period of not less than four teaching months and not more than 16 teaching months between such reports. In such circumstances, the evaluation leading to the second less than satisfactory Final Evaluation Report must have been conducted independently by a different Administrator or by a qualified external evaluator chosen by the Employer.
- (d) Any grievance regarding the dismissal of a Continuing Instructor may be filed directly with the Head of School at Step 3.

12.6 Notice of Suspension or Dismissal

- (a) Notice of suspension or dismissal shall be in writing and shall set forth the reasons.
- (b) One copy of the written notice of suspension or dismissal shall be forwarded to the Union designate within five days of the action being taken.

12.7 Confidentiality

Discussions and interviews between the Employer and an Instructor or union representative regarding discipline shall be carried out in a confidential manner.

12.8 Instructor-Instructor Complaints

- (a) If an Instructor has a concern about another Instructor's conduct, they should first direct their concern to that Instructor in private and attempt to resolve it informally. If the Instructor does not feel comfortable pursuing informal resolution, or if the concern is not resolved in the informal process, the Instructor may direct the concern to an Administrator.
- (b) An Instructor may seek confidential advice from a union steward or representative, or an Administrator, on how to proceed with a concern about another Instructor's conduct before raising the concern with the Instructor themselves. Such advice will not be considered binding on the Instructor raising the concern.
- (c) The process described above does not apply to complaints of bullying and harassment or discrimination, or for concerns that are subject to legal requirements regarding the reporting of child protection issues.

12.9 Parent-Instructor Complaints

- (a) If an Instructor receives a concern or complaint from a parent about another Instructor they will redirect the parent to speak to that Instructor or an appropriate member of the Administration.
- (b) If an Administrator receives a concern or complaint from a parent about an Instructor, and if the Administrator has concerns as a result, the Administrator will meet with the Instructor to discuss the matter. The Administrator shall inform the Instructor of their right to a shop steward if the Administrator believes the matter may lead to disciplinary action against the Instructor.

ARTICLE 13 - PROBATION

- (a) An Instructor shall be considered to be a Probationary Instructor during the Probationary Term which is the first 20 Teaching Months of employment by the Employer.
- (b) During the Probationary Term, the Administrator shall evaluate the Probationary Instructor in accordance with the procedure described in Article 14 of this agreement and shall visit the classroom of each Probationary Instructor at least three times with at least 10 Working Days between each visit. The Administrator may provide additional support, including allocation of a teacher mentor, to assist a Probationary Instructor in understanding the School's culture and expectations.
- (c) The Employer may arrange meetings with the Probationary Instructor to provide feedback and give the Probationary Instructor an opportunity to seek advice or guidance. The Probationary Instructor may bring their teacher mentor to meetings. The meetings will be non-disciplinary.
- (d) If as a result of the visits pursuant to Clause (b) above or otherwise, the Employer determines that:
 - (1) any aspect of the Probationary Instructor's conduct or performance is less than satisfactory, or otherwise inconsistent with the aspirations of the School; or
 - (2) any aspect of the learning situation in any of the Probationary Instructor's classes is less than satisfactory; or
 - (3) the Probationary Instructor is in any way unsuitable for continued employment in the School,

the Employer may terminate the Probationary Instructor's employment at any time during the Probationary Term. If a Probationary Instructor's employment is terminated without cause prior to the end of a School Year, the Instructor shall receive salary continuance for the following period, or until the end of the School Year, whichever occurs first:

Length of Completed Service	Salary Continuance
Less than 3 Teaching Months	Nil
3 - 9 Teaching Months	1 month
10 - 19 Teaching Months	3 months

The Probationary Instructor may grieve their dismissal during the Probationary Term in accordance with Article 10 of this agreement.

(e) By May 15th of the Probationary Instructor's second year employment by the School, the Employer will notify the Probationary Instructor in writing whether or not they are expected to become a Continuing Instructor the following School Year.

(f) An Instructor who is not dismissed during or at the end of the Probationary Term shall be a Continuing Instructor. This shall not apply to Temporary Instructors, who shall retain their Temporary Instructor status notwithstanding their successful completion of the Probationary Term, unless they are offered and accept a Continuing Instructor appointment. The Employer will confirm the end of the Probationary Term in writing to the Instructor.

(g) The Probationary Term shall be extended by any periods of leave authorized by this agreement, including but not restricted to pregnancy leave and parental leave.

ARTICLE 14 - EVALUATION AND DEVELOPMENT

14.1 Use of Summative and Formative Evaluation Processes

(a) The Employer shall evaluate the performance of Instructors in accordance with the procedures described in this article.

(b) The Summative Evaluation Process shall be used for Probationary Instructors, Temporary Instructors, and Continuing Instructors whose last Final Evaluation Report (as described in Clause 14.5[a]) was less than satisfactory.

(c) The Formative Evaluation Process shall be used for supporting the growth and development of Continuing Instructors whose last Final Evaluation Report was satisfactory or better.

14.2 Faculty Evaluation Rubric

(a) The Employer shall prepare a faculty evaluation rubric (the "*Evaluation Rubric*") for the purposes of evaluating the performance of Instructors. The content of the Evaluation Rubric shall be determined by the Employer, after consultation with the Union.

(b) Each Instructor shall be provided with a copy of the Evaluation Rubric at the start of the School Year, or within two weeks after commencing employment if the Instructor is hired during the School Year.

14.3 Summative Evaluation Process

- (a) The Summative Evaluation Process shall begin with a pre-observation conference, in which the Administrator shall meet with the Instructor to discuss the Evaluation Rubric and the purpose, schedule and criteria for the evaluation. There shall be at least 10 Teaching Days between the pre-evaluation conference and the first classroom observation visit.
- (b) There shall then be at least three and no more than six classroom observation visits, with a minimum of 15 Teaching Days between each visit. The number of visits shall be determined by the Administrator. The scheduling of one visit shall be chosen by the Instructor. Prior to each visit, the Instructor shall provide the Administrator with a simple written outline of the objectives, teaching strategies and learning outcomes for the lesson. In the case of Probationary or Temporary Instructors, the Instructor shall provide the Administrator with a formal lesson plan. If requested by the Instructor, the Administrator and the Instructor shall meet prior to the visit to discuss the lesson objective(s) and the teaching strategies to be employed. During each visit, the Administrator shall observe the lesson in its entirety.
- (c) Following each classroom visit, the Administrator and the Instructor shall meet. At this meeting, the Administrator shall provide the Instructor with feedback regarding the Administrator's observations during the classroom visit. Such feedback shall identify both strengths and weaknesses in the Instructor's teaching performance for the lesson observed and shall be summarized for the Instructor in writing.
- (d) During the Summative Evaluation Process, the Administrator may also conduct informal visits to the Instructor's classroom from time to time. After each visit, the Administrator shall provide feedback to the Instructor regarding the Administrator's observations. If such feedback is provided orally, the Administrator shall provide a brief written follow up.

14.4 Formative Evaluation Process

- (a) The Formative Evaluation Process shall begin with a meeting between the Administrator and the Instructor, to discuss the Evaluation Rubric and the Instructor's professional growth and development goals for the upcoming School Year.
- (b) During the School Year, the Administrator shall conduct informal visits to the Instructor's classroom from time to time. After each visit, the Administrator shall provide feedback to the Instructor regarding the Administrator's observations. If such feedback is provided orally, the Administrator shall provide a brief written follow up.

14.5 Final Evaluation Report

- (a) Both the Summative Evaluation Process and the Formative Evaluation Process shall conclude with a final conference between the Administrator and the Instructor. At this conference, the Administrator shall discuss their overall observations, commendations and recommendations regarding the Instructor's performance, achievements, growth and development, and shall provide the Instructor with a draft of the completed Evaluation Rubric for that evaluation cycle (the "*Final Evaluation Report*"). The Instructor shall be given an opportunity to give feedback and propose changes to the draft Final Evaluation Report. The Administrator shall subsequently provide the Instructor with the Final Evaluation Report. The Instructor shall sign this report to acknowledge receipt, and it shall then be placed in the Instructor's personnel file.

(b) Before providing a Continuing Instructor with a less than satisfactory Final Evaluation Report, the Administrator shall meet with the Instructor and provide them with a written action plan for improving the deficiencies in their performance. The Union shall be provided with a copy of the action plan. In the event that an action plan is provided, there shall be at least 15 Teaching Days between the date the plan commences and the next classroom visit. The cost of implementing the action plan shall be borne by the Employer.

ARTICLE 15 - SENIORITY

15.1 Definition

(a) Seniority is defined as a Continuing Instructor's length of current continuous employment with the Employer. Seniority shall be applied on a bargaining-unit wide basis. In cases where seniority is equal, the senior will be the Instructor who accepted appointment first.

(b) A Continuing Instructor's seniority will be maintained and will continue to accrue in the following circumstances:

- (1) Approved educational leave;
- (2) Jury duty;
- (3) Union leave;
- (4) Pregnancy, parental and adoption leave;
- (5) Employer paid vacation, statutory and religious holidays and sick leave;
- (6) Leave when an employee is in receipt of benefits from WorkSafeBC in respect of a claim from the Employer.
- (7) Other approved paid leaves.

(c) Except as provided above, seniority will be maintained but will not accrue when a Continuing Instructor is on unpaid leave.

15.2 Seniority List

(a) The Employer shall post a current seniority list during the first week of each September and during the first week of each January. The list shall be deemed correct unless grieved within 22 Working Days of being posted. The seniority list will contain the employee's start date with the Employer and seniority date in the categories for which they are qualified, as per 15.2(c) below.

(b) The seniority list shall detail, for each Instructor, the categories for which they are qualified, as based on the factors set out below, and in which the Instructor has been placed by the Administrator. The Instructor has the right to grieve the placement.

(c) The categories shall be:

- (1) Early Childhood Department
- (2) Senior Kindergarten to Grade 7 - General Studies
- (3) Senior Kindergarten to Grade 7 - Judaic Studies
- (4) Subject Restricted Instructors.

- (d) Seniority for a part-time Instructor with an assignment of less than 50% time, shall be accumulated at one-half the normal rate.

15.3 Loss of Seniority

- (a) Seniority shall be lost in the following situations:
- (1) dismissal for just causes;
 - (2) resignation or retirements;
 - (3) abandonment of employment or abandonment of position.
- (b) An Instructor who is re-employed by the Employer as a Continued Instructor within 60 days after resignation shall have their seniority at the time of resignation reinstated, and shall be treated for seniority purposes as having been on unpaid leave during their absence.

ARTICLE 16 - LAYOFF AND RECALL

This article applies to Continuing and Probationary Instructors only.

16.1 Layoff Procedure

- (a) In the event that the Board determines that there is a surplus of Instructors employed by the Employer, the Employer shall have the right at any time to lay off Instructors.
- (b) The Employer shall give each Instructor it intends to lay off 60 days' notice in writing prior to the effective date of lay off or, in lieu of the full 60 days' notice, make a payment equivalent to such Instructor's salary for the number of days the actual notice is less than 60 days. The notice shall state the reason for the layoff. The Employer shall concurrently forward a copy of the notice to the Union.
- (c) A layoff is defined as an employer-initiated:
- (1) cessation of active employment of an Instructor, or
 - (2) the reduction of hours of work of a full-time Instructor, or
 - (3) the reduction of 10% or more of a part-time Instructor's regularly scheduled hours due to a lack of available work.

However, an equal reduction in the number of hours of work of all Instructors does not constitute a layoff.

- (d) The order of layoff shall be in reverse order of seniority provided that the remaining Instructors are qualified to fill the remaining positions. The factors used to determine if an Instructor is qualified shall be education, skills, knowledge, experience, and professional development having regard to the nature of the duties to be performed.

16.2 Recall Procedure

- (a) A Continuing Instructor who is laid off shall have recall rights for 28 months from the effective date of the layoff.
- (b) Instructors who have been laid off and who have recall rights shall be recalled, in order of seniority, to fill any vacancy for a subject or grade or position for which they have the necessary qualifications.

(c) It is the responsibility of a laid off Instructor with recall rights to keep the Administrator informed, in writing, of the Instructor's current address and telephone number. Notice of recall shall be sent to the Instructor's address by registered mail and email, and the Instructor shall advise the Administrator of acceptance of the recall, in writing, within 48 hours of the acknowledged receipt of the email or receipt of the notice by registered mail. Except under extenuating circumstances, failure to deliver notice because the Instructor had provided an incorrect address, or failure by the Instructor to respond to a properly delivered notice within the 48 hours set out above, shall result in the Instructor being struck from the recall list and the employment relationship ended.

(d) Instructors who have been laid off and who have recall rights, shall be offered, in seniority order, any Teacher on Call and Temporary Instructor assignments which arise for a subject or grade or position for which the Instructor is qualified. Such an offer does not affect the recall rights of the Instructor on layoff, whether the offer is accepted or not.

(e) If a recall is for less than the percentage of time worked at the time of the layoff, the Instructor shall retain recall rights for the full recall period. This applies whether the recall is accepted or not.

ARTICLE 17 - STAFF CHANGES AND POSTINGS

17.1 Posting of Positions

(a) Notice of any positions for Instructors that become available shall be emailed to all bargaining unit members and posted on the union bulletin board in the Instructors' staff room for a minimum of five Working Days before a search outside the School commences.

(b) Instructors shall apply for positions or promotions through proper channels and shall ensure that all information given in support of the application is supported by proper documentation.

17.2 Priority in Selection

If two or more Continuing Instructors who apply for a posted vacancy are equal in terms of qualifications, skills, experience and compatibility with the requirements of the vacant position, the Employer will award the position to the senior candidate.

17.3 New Full-Time Positions

If a part-time position is expanded to a full-time position, the Instructor employed at that time in such part-time position shall be informed and shall have first right of refusal of the new position. The Instructor shall give notice in writing to the Employer within 30 days of being informed, if the Instructor wishes to accept the full-time position. The term as a part-time Instructor shall continue until the end of the School Year, at which time the part-time position is terminated, and a full-time Instructor may be appointed.

17.4 Teaching Assignments

(a) Teaching assignments shall be based on the needs of the School and its students and shall not be used for disciplinary purposes.

(b) In determining teaching assignments, the Administration shall consider the qualifications, training, experience and preferences of the affected Instructors.

(c) Before determining teaching assignments for the following School Year, the Administration shall do the following, at least once per School Year:

- (1) meet with the Instructors as a group to discuss the general staffing needs of the School; and
 - (2) engage in discussion with individual Instructors regarding their specific teaching assignments.
- (d) The final decision with regard to the scheduling of the School and the assignment of Instructors belongs to the Administration.
- (e) The Administration shall endeavour to notify Instructors
- (1) of their tentative teaching assignments for the School Year, before the end of the previous School Year, and
 - (2) of their class lists, including the tentative number of students in their class with a Ministry designation or an Individual Education Plan ("IEP"), at least two weeks before the beginning of the School Year.
- It is understood and agreed, however, that such assignments and class lists are subject to change as circumstances evolve.
- (f) The Employer shall endeavour to schedule teaching assignments for part-time Instructors in such a manner that teaching assignments are contiguous.

17.5 Resignation

Any Instructor wishing to resign must give the Administrator a minimum of 30 days' written notice.

ARTICLE 18 - HOURS OF WORK

18.1 Regular Hours

- (a) Instructors shall be in their classrooms or otherwise available 15 minutes before the start of their first class and remain in their classrooms until the last student is dismissed. If students remain in the classroom for more than 10 minutes after class has been dismissed by the Instructor, the Instructor may direct them to the office. Instructors shall follow the procedure for classroom closing unless alternative arrangements acceptable to the Administration have been made. Any alternate arrangements, except in the case of an emergency, must be detailed in writing by the Instructor and approved in writing by the Administrator.
- (b) For Employment Insurance and Employment Insurance Benefit purposes only: it is recognized that an Instructor's workload is comprised of more than the time spent in instruction work and involves additional personal professional time on the part of the Instructor. It is agreed that instructional time and personal professional time combined constitutes the equivalent of at least 9.1 hours per day on average for a full-time Instructor, and pro rata for part-time Instructors. This agreement is subject to approval by Human Resources and Skills Development Canada, should such approval be required.

18.2 Rest and Meal Periods

- (a) Each Instructor is entitled to an uninterrupted lunch period of 60 minutes each day.
- (b) No Instructor shall be required to provide supervision for students during their assigned lunch period, except in an emergency. However, an Instructor may be asked to do so on a voluntary basis. An

Instructor who performs supervisory duties during their assigned lunch period shall be paid for such supervision time at their hourly rate. Lunch time supervision opportunities shall be offered to interested Instructors on a rotational basis.

- (c) Instructors may meet with their colleagues and/or the Administration during their lunch break to discuss School matters.
- (d) Instructors are entitled to any and all uninterrupted morning and afternoon recesses for students in their charge except when assigned supervisory duty during the recess period.
- (e) The Employer will ensure that an Instructor teaching 51% or more is not assigned more than two supervisory duty assignments involving recess per week, and an Instructor teaching less than 51% is not assigned more than one supervisory duty assignment involving recess per week. A Grade 1 Instructor shall be excused from participating in recess coverage during times when they do not have a Teacher's Aide in their classroom.

18.3 Preparation Time

- (a) Full-time Instructors shall be granted at least five preparation periods per week.
- (b) Part-time Instructors shall be granted preparation periods in accordance with their respective workload percentages, as follows:

(1)	90% - 99%:	five preparation periods per week;
(2)	75% - 89%:	four preparation periods per week;
(3)	50% - 74%:	three preparation periods per week;
(4)	40% - 49%:	two preparation periods per week;
(5)	Less than 40%:	one preparation period per week.
- (c) Instructors shall be available at the School during their preparation periods, unless they have made alternative arrangements with the Administration.

18.4 Regular Work Year

- (a) The regular work-year for an Instructor, in any School Year, shall not commence prior to the day after Labour Day and shall not continue after June 30. (See Letter of Understanding regarding Work Year)
- (b) A draft of the tentative calendar for the following School Year will be presented to the Joint Labour Management Committee for discussion before it is finalized. The draft will include proposed dates for statutory and religious holidays, parent-teacher conferences, and other important School events. The Employer will consider the input provided by the Joint Labour Management Committee and will then finalize the tentative calendar by the end of the School Year.
- (c) An Instructor who agrees to a request to be on duty on a non-Working Day for that Instructor, shall be paid for each such day at the Instructor's Daily Rate.

18.5 Staff Meetings

- (a) The provisions of this article apply only to staff meetings involving all Instructors and Administration and do not apply to meetings between the Administration and individual Instructors or groups of Instructors.

- (b) All Instructors shall be required to attend regularly scheduled staff meetings, and shall, whenever possible, attend meetings called to deal with unexpected circumstances.
- (c) The Administrator shall give at least seven days' notice of regularly scheduled staff meetings, and as much notice as possible of meetings called to deal with unexpected circumstances. An agenda of items to be considered shall be provided as early as possible. All staff members shall have the right to place items for consideration on the agenda of regularly scheduled staff meetings.
- (d) Regularly scheduled staff meetings shall not occur more than once a month.
- (e) Regularly scheduled staff meetings and staff meetings called to deal with unexpected circumstances shall not:
 - (1) commence prior to one hour before classes begin, or conclude later than 5:00 p.m.; or
 - (2) take place during recess, or during the noon intermission; or
 - (3) take place on weekends, holidays, or other days when school is not in session.
- (f) Minutes of staff meetings will be circulated to all Instructors within seven days of the meeting.
- (g) The Employer and the Union agree that afternoon staff meetings will commence at 3:30 p.m. sharp, and will end no later than 5:00 p.m. All Instructors who are required to be in attendance at such meetings have a responsibility to present by 3:30 p.m., so the meeting can start on time.

18.6 General Meeting Time

In addition to Teaching Time and staff meetings under Clause 18.5, an Instructor may be required to attend meetings involving other staff (excluding Joint Labour Management Committee meetings as per Clause 7.3 and the Joint Health and Safety Committee as per Article 23) for a maximum of 90 minutes per month (averaged over the School Year). Any additional time at such meetings shall be optional for the Instructor.

18.7 Evening Events

The Employer may schedule up to two special evening events in a School Year when Instructors are required to attend. Such events shall be scheduled in consultation with the Union, and the dates shall be known prior to June 30th of the previous School Year. Open House shall be scheduled on a day prior to a non-instructional day. Special evening events shall end no later than 9:00 p.m., inclusive of cleanup time.

18.8 Parent-Teacher Conference Sessions

There shall be no more than two parent-teacher conference sessions held in each School Year. All Instructors are expected to make themselves available in their classrooms throughout such sessions. Part-time Instructors shall be compensated with time or salary for attending parent-teacher conference sessions on days they do not normally work. For each evening parent-teacher conference session, there will be a half lieu day off with pay for all Instructors, except the part-time Instructors who are entitled to compensation as described above. If two evening parent-teacher conference sessions are held in a School Year, the Employer may combine the two half lieu days into a single full lieu day.

18.9 Participation in Extra-Curricular Activities

- (a) It is acknowledged by the parties that the success of the School depends on involvement by Instructors in extra-curricular activities which are an integral part of each student's educational experience.

- (b) Involvement by Instructors in extra-curricular activities is voluntary and shall not be a criterion for the evaluation of an Instructor.
- (c) Neither the Union nor any of its members shall act to discourage any Instructor from providing extra-curricular activities for students.
- (d) While an Instructor is involved in employer-approved extracurricular activities, the Instructor shall be deemed by the Employer to be acting in the course of their employment for the purpose of Workers' Compensation and liability insurance coverage.

18.10 Non-Instructional Activities: Part-Time Instructors

Attendance by part-time Instructors at in-service training, professional development and administration days, day-time parent teacher meetings and workshops on days that they are not normally scheduled to work shall be voluntary except in accordance with this article. Should the Employer require a part-time Instructor to attend any of the above activities, it shall pay the Instructor their prorated salary for the time so spent or provide equivalent time off in lieu, for a minimum of two hours.

ARTICLE 19 - STATUTORY AND RELIGIOUS HOLIDAYS

- (a) For the purpose of this agreement, the following days shall be statutory and religious holidays:

Labour Day	Shmini Atzeret	Day before Erev Pesach
Erev Rosh Hashana (1/2 day)	Simchat Torah	Erev Pesach
Rosh Hashana 1, 2	Thanksgiving Day	Pesach (8 days)
Kol Nidre (1/2 day)	Remembrance Day	Victoria Day
Yom Kippur	Purim (1/2 day)	Shavuot 1, 2
Erev Sukkot (1/2 day)	Family Day	
Sukkot 1, 2	Good Friday	

- (b) Any other statutory holiday as declared by the municipal, provincial, or federal government which results in the closure of the School will also be considered as a statutory holiday for Instructors.
- (c) Instructors shall be given a two week winter break with pay with return to work on the first Monday following January 1st. If January 1st falls on a Saturday or a Sunday, the return to work shall be on the first Tuesday following January 1st.
- (d) Instructors shall be given a spring break with pay each year comprising two full consecutive calendar weeks irrespective of the length of the Pesach break, which includes the day before Erev Pesach, Erev Pesach and Pesach.

ARTICLE 20 - PREGNANCY AND PARENTAL LEAVE

20.1 Pregnancy and Parental Leave

- (a) Pregnancy Leave and Parental Leave shall be granted in accordance with the *Employment Standards Act* of British Columbia.
- (b) Instructors on Pregnancy Leave and/or Parental Leave shall be continued on the applicable benefits and on the applicable sharing basis, for the duration of the leave(s) provided the Instructors pay their portion of the premiums.

20.2 Supplementary Employment Insurance Benefit (SEIB)

- (a) Continuing Instructors with three years or more of service, who are teaching 50% or more and who are entitled to pregnancy leave, shall be paid 20% of their pre-leave salary for a period of 18 weeks, in addition to any Employment Insurance (EI) benefits to which they may be entitled.
- (b) The Employer may request proof of entitlement to Employment Insurance benefits.
- (c) If an Instructor, who has received SEIB benefits under this article does not return to work from the leave or does not work for at least six months after returning from the leave, the Employer shall have the right to recoup the amount of the SEIB benefit previously paid by any means legally available to it.

20.3 Extended Pregnancy/Parental Leave

- (a) A Continuing Instructor shall, upon request, be granted extended pregnancy/parental leave until the end of the School Year in which the leave is taken, plus the following School Year. A request for this extension must be made no later than 90 days before the scheduled end date of the leave. The Employer will be required to grant an extension to pregnancy and parental leave for an additional School Year only once during a Continuing Instructor's employment.
- (b) Where a Continuing Instructor is granted extended pregnancy/parental leave, the Employer will make arrangements to continue the Instructor's benefit coverage for the extended portion of the leave, provided that the Instructor pays 100% of the premium costs for that period.

20.4 Early Return in Special Situations

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

ARTICLE 21 - LEAVES OF ABSENCE**21.1 Cumulative Leave Account**

- (a) The Employer shall establish and maintain a cumulative leave account for the benefit of each Instructor.
- (b) There shall be credited to an Instructor's cumulative leave account the following days and the account shall be operated in the following manner:
 - (1) Instructors shall be entitled to an annual leave account of 15 School Days;
 - (2) The balance of the previous year's unused annual leave account shall be credited to the cumulative leave account of an Instructor at the opening of the School Year;
 - (3) Instructors shall not be allowed to accumulate more than 46 School Days in their cumulative leave accounts;
 - (4) For the purposes of this article, in the case of a part-time Instructor, a day shall mean that portion of the day that the part-time Instructor normally works;

- (5) Full-time Instructors shall be permitted to use their cumulative leave account in half or full day increments;
- (6) Instructors shall not be paid out for accrued and/or unused days in their cumulative leave accounts.
- (c) The following paid leaves shall be granted and charged to Instructors' cumulative leave accounts:
 - (1) marriage of the Instructor - three days;
 - (2) birth or adoption of an Instructor's child (provided Pregnancy Leave or Parental Leave is not used by the Instructor with respect to this child) - one day;
 - (3) serious household or domestic emergency - three days;
 - (4) attendance at convocation ceremonies at an educational institution at which the Instructor, Instructor's spouse, child, child-in-law, grandchild, parent, or sibling is to receive a graduation certificate, degree or diploma - one day;
 - (5) sickness - as required;
 - (6) personal business which cannot be attended to except during the School Day - three days.
- (d) It is agreed that leave granted under Clause 21.1(c)(6) with pay, is not to be used in conjunction with any other leave or holidays without the prior written consent of the Administrator.

21.2 Special Leaves

- (a) The following paid leaves shall be granted and not charged to Instructors' cumulative leave accounts:
 - (1) In the case of death in the immediate family, an Instructor shall be entitled to a leave for the period of Shiva or an equivalent period of mourning. Immediate family includes an Instructor's parents, stepparents, spouse, child, stepchild, sibling, parent-in-law, sibling-in-law, grandparents, child-in-law, and grandchild. If necessary, additional time for travel will be allowed;
 - (2) Jury duty or subpoena to attend legal proceedings provided any sums received for the service, exclusive of travelling costs or meal allowances, shall be paid over to the Employer.

21.3 Leave Due to Illness or Injury

- (a) In the case of prolonged illness or injury, and after using all the days in the cumulative leave accounts, on providing an appropriate medical certificate, an Instructor will receive a leave of absence without pay.
- (b) The Employer may require an Instructor who is unable to work because of illness or injury to supply a proper medical certificate when the Instructor has been absent from work for five consecutive Teaching Days, or in other circumstances where such a requirement is reasonable.

21.4 Statutory Leave Entitlements

The Employer recognizes that the Employment Standards Act and other legislation may provide further statutory leave entitlements for eligible Instructors for reasons not set out in this article. Eligible Instructors are entitled to such leaves pursuant to the terms of the *Employment Standards Act* or other

applicable legislation. Instructors will make every reasonable effort to provide notice to the Employer when taking leave under this clause.

21.5 Leave Without Pay

(a) An unpaid leave of absence may be granted to an Instructor for up to one School Year, or longer if approved by the Head of School. Not more than two Instructors will be granted leave in any one School Year. The Employer may grant additional unpaid leave(s) at its discretion.

(b) Application for leave shall be directed in writing to the Administrator no later than February 1st of the School Year immediately preceding the School Year in which the leave is requested, with full particulars of the reason for and duration of the leave. The Administrator will inform the Instructor by April 15th following the request whether or not the request has been approved. In making its decision the Administrator will take into consideration all relevant factors including, but not limited to:

- (1) the balance of leaves granted to Instructors in Judaic and General Studies during the relevant period;
- (2) the seniority of the Instructor;
- (3) the reason for the leave; and
- (4) whether a replacement judged suitable by the Employer is found by April 15th following the date of application.

(c) The leave request shall not be unreasonably denied.

(d) An Instructor on leave shall give written notice to the Administrator no later than 120 days prior to the end of the leave confirming their intention to return to active employment upon the expiry of the leave. Instructors who fail to give timely notice, or who fail to return upon the expiry of the leave, shall be deemed to have resigned.

(e) Instructors who return to active employment upon the expiry of their leave shall retain their seniority rights and salary scales obtained as of the date of their departures. However, if the Instructor provides appropriate documentary evidence that their unpaid leave was used to complete a degree, diploma or educational program that is recognized under Article 26 of this agreement, the Instructor shall receive credit for the period of the leave for the purposes of seniority and salary increment.

ARTICLE 22 - HEALTH AND WELFARE

22.1 Entitlement

(a) The Employer shall arrange for the Health and Welfare Benefit Plans listed in Appendix B, which forms part of this agreement, for all eligible Continuing and Probationary Instructors, and for all eligible Temporary Instructors under contract for three months or more. Instructors teaching less than 45% are not eligible for benefit coverage.

(b) Coverage begins at the beginning of the first full month of employment.

(c) The Employer shall provide each new Instructor with the applicable application or enrolment forms for participation in the Health and Welfare Plans. In the event the Instructor does not wish to participate in any particular benefit plan where opting out is an option, the Employer shall explain to the Instructor any and all restrictions on enrolment at a later date should the Instructor elect to opt out.

If the Instructor nevertheless chooses to opt out, the application or enrolment form must be so noted by the Instructor and kept on file by the Employer.

22.2 Health and Welfare Benefit Plans

- (a) The benefits outlined in Appendix B, are a summary only of the actual benefits which are contained in the contracts of insurance with the carriers. The eligibility requirements and the payment of benefits under the insurance plans are governed by the contracts of insurance which do not form part of this agreement. The Employer's liability with respect to this article is limited solely to making the group insurance plans available and to the payment of the Employer's portion of the premiums.
- (b) The Employer will not make changes to the coverage provided under the insurance plans without the consent of the Union.
- (c) Except as described below, the Employer agrees to pay 100% of the cost of the health and welfare benefits listed in Appendix B for eligible Instructors teaching 45% or more. All Instructors shall pay 100% of the Medical Services Plan of B.C. (if applicable) and Long-Term Disability benefit premiums.

22.3 Restrictions on Coverage

Subject to the provisions of any applicable benefit plan, the following shall apply:

- (a) Instructors on leave of absence without pay under Clause 21.5 shall be permitted to maintain their benefits through payment by the Instructor of 100% of the premium cost of the plans outlined in Appendix B.
- (b) Instructors on leave of absence while collecting Workers' Compensation benefits, Weekly Indemnity benefits, or Long-Term Disability benefits shall be continued on the applicable benefits and on the applicable sharing basis, for a maximum of one year on each plan. Instructors must pay their share of the premium cost in advance, as specified in Clause 22.3(d) below. After the first year, benefits may be continued provided the Instructor pays 100% of the premium cost.
- (c) Instructors on layoff with recall rights shall be continued on the applicable benefits and on the applicable sharing basis for four full months following the month in which the layoff takes effect. For the balance of the period of recall rights, benefits will be continued provided the Instructor pays 100% of the premium cost.
- (d) Where an Instructor is required by the above provisions to pay all or part of the premium cost of benefits, the Instructor shall make such payments monthly in advance.

ARTICLE 23 - HEALTH AND SAFETY

23.1 Joint Health and Safety Committee

A Joint Health and Safety Committee shall be established and maintained, in accordance with the *Workers Compensation Act* and the Occupational Health and Safety Regulation

23.2 Hazardous Products

If "*hazardous products*" as defined in the Occupational Health and Safety Regulation are used, stored or handled at the School, the Employer shall ensure that the Workplace Hazardous Materials Information System (WHMIS) requirements of the Regulation are complied with.

23.3 Unsafe Work

- (a) An Instructor may exercise their right to refuse to perform unsafe work pursuant to the Occupational Health and Safety Regulation.
- (b) If an Instructor refuses to perform work on the ground that they have reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person, the Instructor must immediately report the circumstances of the unsafe condition to an Administrator. The matter shall be investigated and dealt with in accordance with the requirements of the Refusal of Unsafe Work provisions in the Regulation.

23.4 Injury Pay Provision

An Instructor who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury will receive payment for the remainder of their workday.

23.5 Transportation of Accident Victims

Transportation to and from the nearest qualified medical practitioner or hospital for Instructors requiring medical care as a result of an on-the-job accident will be at the expense of the Employer.

23.6 Earthquake Preparedness

The Employer shall ensure that all Instructors receive appropriate earthquake preparedness emergency protocols and training within six weeks of the School opening.

23.7 Student Medication

Except in an emergency, an Instructor shall not administer medication or another medical procedure to a student unless:

- (a) the Instructor volunteers to administer the medication or medical procedure and the Employer has authorized such administration;
- (b) the student's parent or guardian has consented in writing to the administration of the medication or medical procedure; and
- (c) where necessary, adequate instruction and training has been received from a qualified health care professional.

The Employer shall indemnify and save harmless any Instructor against claims arising from the administration of medication or a medical procedure that is carried out pursuant to this article.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES**24.1 Payment of Salary**

- (a) An Instructor shall be paid a basic salary in accordance with the salary scales in Appendix A, attached to this agreement. Appendix A forms an integral part of this agreement. An Instructor's annual salary includes pay for all statutory and religious holidays, and annual vacation days, to which the Instructor is entitled.
- (b) The salary scale is calculated on the basis of teaching a full Day, five days a week, inclusive of all classroom duties associated with teaching in the School. Part-time Instructors shall be paid a salary

proportionate to the salary of an Instructor teaching a full Day with the same Scholarship Level and Years of Experience.

(c) The Instructor's daily salary shall be defined as $1/x$ of the current annual salary of the Instructor, where x equals 194, the average number of Working Days, statutory and religious holidays prescribed for a School Year ("*Daily Rate*"). The Instructor's hourly rate shall be the Daily Rate divided by six hours (the "*Hourly Rate*").

(d) An Instructor's monthly salary shall be prorated for partial months of employment.

(e) Any deductions from salary for a Working Day without pay shall be at the rate of the Instructor's Daily Rate, to a maximum in any calendar month of the Instructor's monthly salary.

(f) Instructors shall accept remuneration in accordance with the salary scale provided for in Appendix A in this agreement. Instructors shall not accept offers that pay higher or lower than called for in this agreement unless a special rate of remuneration is agreed to by the Union in writing. It is understood and agreed that remuneration established in this agreement shall not include nor refer to nor restrict the Employer from offering reimbursement of relocation expenses which may be paid to individual Instructors at the discretion of the Employer.

24.2 Pay Periods

(a) Instructors shall be paid twice a month over a 12 month period.

(b) Pay days shall be on the 15th day of the month or the nearest working day preceding, and on the last working day of each month.

24.3 School Fees

(a) The fees charged for children of Instructors covered by this agreement, who are attending the School, shall be discounted by 45% commencing at the beginning of the School Year immediately following the Instructor's date of hire.

(b) For Instructors who are less than full-time, this discount shall be adjusted to reflect the percentage of a full-time work assignment. For example, if an Instructor has a workload of 50% of full-time, the discount shall be 22.5%.

24.4 Parking

The Employer will provide Instructors with parking in the School's portion of the adjacent parkade provided and to the extent that such parking is available. If insufficient Instructor parking spaces are available in the parkade the parties will meet to discuss alternatives. Failing agreement, the available Instructor spaces will be allocated by seniority.

ARTICLE 25 - SALARY CLASSIFICATION OF INSTRUCTOR

Salary classifications of an Instructor shall be determined by Years of Experience and Scholarship Level.

25.1 Years of Experience

The following guidelines shall apply generally to years of teaching experience at the School or elsewhere:

(a) Each full year or any partial year of at least eight months of teaching at 100% time counts as one year of experience. Each full year of teaching at 80% - 100% time shall count as one year of teaching.

Salary will only be affected in September and February following the date when the equivalent of full years has been accumulated.

(b) Temporary Instructor assignments of one month or longer are considered as teaching experience. However, substitute teaching, TOC assignments, and practicums are not considered as teaching experience.

(c) Part-time teaching, provided at least 10 hours per week for at least eight months of a School Year is taught, will be accumulated, but will affect salary only in September and February following the date when the equivalent of full years have been accumulated.

(d) Teaching in colleges and universities and equivalent teaching experience will be determined on an individual basis.

25.2 Scholarship Level

Each Instructor shall be placed in one of the following Scholarship Levels according to their qualifications:

(a) *Early Childhood Department*: All certified Early Childhood Department Instructors shall be paid at the Early Childhood Department salary level set out in Appendix A regardless of any other educational credentials they may have. An Early Childhood Department Instructor who has or obtains a degree from a recognized university shall be paid a salary at Level A.

(b) *Level A*: Successful completion of a minimum of 60 semester credits of post-secondary studies at a recognized university or college, combined with a certificate of qualification or letter of permission issued by the BC Inspector of Independent Schools authorizing the Instructor to teach Judaic Studies at the School.

(c) *Level B*: Successful completion of a minimum of 90 semester credits of post-secondary studies at a recognized university or college, combined with a certificate of qualification or letter of permission issued by the BC Inspector of Independent Schools authorizing the Instructor to teach Judaic Studies at the School.

(d) *Level C*: Successful completion of a minimum of 120 semester credits of post-secondary studies at a recognized university or college, including the equivalent of 30 semester credits of recognized teacher training; OR achievement of TQS Category 4.

(e) *Level D*: Successful completion of a minimum of 150 semester credits of post-secondary studies at a recognized university or college, including the equivalent of 30 semester credits of recognized teacher training; OR achievement of TQS Category 5.

(f) *Level D+*: Achievement of Level D, plus successful completion of 30 semester credits in a Master's Degree program described in Level E, or successful completion of 30 semester credits in courses numbered 300 or higher in areas of study described in Level E or other courses approved by the Administration, provided that such courses are taken after the Instructor has attained Level D.

(g) *Level E*: Achievement of Level D, plus successful completion of a Master's Degree from a recognized university or college in the following areas of study:

- (1) Judaic Studies;
- (2) Special Education;
- (3) Instructors of English and French as a second language;

- (4) Educational Psychology;
 - (5) Curriculum and Instruction;
 - (6) Education Leadership;
 - (7) Education Technology;
 - (8) English, Science, Social Studies, History, Geography, Mathematics, Modern Languages, P.E. or Fine Arts; or
 - (9) another field in education which, in the Administrator's opinion, is directly relevant to the School's curriculum.
- (h) For the purposes of determining Scholarship Levels:
- (1) only colleges, universities, courses and credits recognized by the Teacher Qualification Service ("TQS"), the BC College of Teachers or the BC Inspector of Independent Schools shall be recognized by the Employer; and
 - (2) it is understood and agreed that 30 semester credits is equivalent to one year of full-time post-secondary study.
- (i) Any dispute regarding an Instructor's Scholarship Level shall be referred to the Joint Labour Management Committee. If the Joint Labour Management Committee is unable to arrive at a resolution, the dispute shall be referred to an independent adjudicator, selected by mutual agreement of the Employer and the Union. The independent adjudicator shall conduct a hearing using a process designed by the independent adjudicator after consulting with the Employer and the Union, and shall issue a final and binding decision. The fees and expenses of the independent adjudicator shall be borne equally by the Employer and the Union.
- (j) Instructors who obtain the necessary qualifications may advance simultaneously both as to Years of Experience and Scholarship Level in any one year.
- (k) It shall be the responsibility of all Instructors to supply and properly document all relevant information required by the Administrator to establish their Scholarship Level.
- (l) Application for a change in Scholarship Level shall be made to the Administrator by written submission with originals or certified copies of transcripts, and/or documented evidence from the TQS; the BC College of Teachers, the BC Inspector of Independent Schools, or the International Credential Evaluation Service (ICES).
- (m) Submissions by Instructors for placement in a different Scholarship Level on the grounds of successful completion of further study shall be dealt with by September 30th or March 31st of every Teaching Year (the "*Submission Deadline*"). Claims based on courses successfully completed prior to the above dates of any Teaching Year shall be regarded as being effective on September 1st or February 1st of that Teaching Year, whichever is immediately preceding (the "*Effective Date*"), providing it is properly documented to the Administrator. Applications delayed solely by the failure of an institution to forward the relevant documents shall be considered to have met the required timelines, provided that:
- (1) the Instructor submits their written application to the Administrator prior to the Submission Deadline; and

(2) when the Instructor submits the required documentation to the Administrator, the salary adjustment will then be implemented, retroactive to the Effective Date.

(n) Instructors shall not receive a reduction in salary as a result of the implementation of the salary scale provided for in this agreement. In the event that the Scholarship Level of Instructors pursuant to this article would have the effect of reducing the Instructors' salaries, the Instructors shall be maintained at their present salary until their Scholarship Level or advances for Years of Experience reach their salary level. From then on they shall be dealt with as otherwise provided in this agreement.

ARTICLE 26 - PROFESSIONAL DEVELOPMENT AND COLLABORATIVE PLANNING

26.1 Purpose

The parties agree to a mutual commitment to cultivate a collaborative culture in the School for the purpose of improving student learning by:

- (a) Improving student achievement in literacy, numeracy, social responsibility, and other areas established by the School;
- (b) Improving the articulation and integration of general and Judaic studies.

26.2 Designation of Professional Development and Collaborative Planning Days

One Working Day in each month of the School Year, except the months of September, October, the month in which Passover falls, and June shall be designated as professional development and collaborative planning days. An additional professional development day shall be scheduled to coincide with the Provincial Professional Development Day. If the Provincial Professional Development Day is held on a day that is designated in Article 19 as a religious holiday, an alternate date will be chosen for the additional professional development day.

26.3 Structure of Sessions

On each professional development and collaborative planning day, the day will be divided into a morning session (8:30 a.m. to 11:25 a.m.) and an afternoon session (12:25 p.m. until School dismissal). Unless agreed otherwise by the parties, one session will be used for collaborative planning activities, while the other session will be used for professional development activities. Each session will include a break, and part of the professional development session may include a staff meeting.

26.4 Professional Development Sessions

The focus for each professional development session will be determined through consultation with a Planning Committee comprised of Administrators and Instructors.

26.5 Collaborative Planning Sessions

- (a) During the collaborative planning sessions, Instructors will work in collaborative teams. The composition of these teams may differ between collaborative planning sessions, depending on the matters to be discussed.
- (b) At least one week before each collaborative planning session, Instructors will provide the Administration with a short proposal regarding the team they wish to meet with during the upcoming session, and their team's proposed plan for the session, including the matters to be discussed and the

goals to be achieved. These proposals and plans will be subject to approval by the Administrator after consultation with the affected Instructors. Approval will not be withheld unreasonably.

(c) Any Instructor who is not part of a collaborative planning team after the teams have been established may be assigned to an existing or new team, or area of individual focus during the collaborative session, as determined by the Administrator after consultation with the Instructor.

(d) At the request of the Administrator, after each collaborative session, each team will provide the Administrator with a written summary of the matters discussed and the goals established and accomplished during the collaborative planning session.

26.6 Adjustment of Time

Professional development and collaborative planning days will be scheduled during time that would otherwise be instructional time. However, if the number of instructional hours at the School should fall below the minimum required by law during any School Year, the time allocated for professional development and collaborative planning days will be reduced to ensure that students receive the required hours of instruction.

26.7 Attendance

All Instructors are required to be in attendance on professional development and collaborative planning days. Part-time Instructors who do not normally work full days on the days scheduled for professional development and collaborative planning sessions will be paid for the extra time spent attending the sessions, based upon their normal Daily Rate or Hourly Rate as defined in Clause 24.1(c).

26.8 Instructor Participation

(a) Instructors shall participate in in-service training, professional development days and workshops. If in-service training, professional development days or workshops are scheduled during non-Working Days for part-time Instructors, the part-time Instructors shall attend at their option. If the Employer agrees to pay part-time Instructors their prorated salary for attending, then they must attend.

(b) Provided reasonable notice is given by the Administrator and the Instructor can reasonably make the necessary arrangements, the Instructor shall, at the Employer's expense, take professional development training outside of normal School hours as the Administrator may require.

ARTICLE 27 - RETIREMENT SAVINGS PLAN

27.1 RRSP Plan

(a) The Employer shall establish a Retirement Savings Plan ("*RRSP*") with a bank, credit union, trust company or insurance company, covering each Continuing Instructor and Probationary Instructor (the "*Participant*"). Participation in the RRSP shall be a condition of employment.

(b) Each Participant in the RRSP will make regular monthly contributions through payroll deductions. The deductions shall be made in the amount of 8.5% of the Instructor's gross pay ("*Regular Contribution*").

(c) Each Participant will be permitted to contribute additional money to the RRSP, subject to Canada Revenue Agency requirements.

- (d) At the same time the Participant's contribution is made, the Employer will pay an amount equal to the Participant's Regular Contribution directly into the RRSP.
- (e) The choice of broker and carrier shall be subject to the mutual agreement of the Employer and the Union.
- (f) Any fees and expenses payable shall be charges against the RRSP.

27.2 TFSA Option for Instructors Ineligible for RRSP Plan

- (a) If an Instructor becomes ineligible to contribute to the RRSP plan because they have reached Canada Revenue Agency's maximum age limit for RRSP contributions, the Instructor may elect on a one time only basis to participate in an alternative matching plan, under which the Employer will match that Instructor's annual contribution to a TFSA plan ("*TFSA plan*") established by the Employer with a bank, credit union, trust company or insurance company, subject to the following terms:
 - (1) the gross amount of the Employer's contribution to the TFSA plan for a tax year shall be equal to the amount contributed by the Instructor for that year, but shall not exceed 8.5% of the Instructor's gross annual salary;
 - (2) the combined Employer/Instructor contribution to the TFSA plan for a tax year must not exceed the annual maximum TFSA contribution that is prescribed by government for that year;
 - (3) the gross amount of the Employer's contribution to the TFSA plan for a tax year shall be subject to deductions required by law; and
 - (4) the Instructor shall not make any other TFSA contributions for tax years during which they are participating in the TFSA plan. This shall not prevent the Instructor from making TFSA contributions for previous tax years.
- (b) An Instructor who wishes to participate in the TFSA plan must notify the Employer of their election to participate no later than 60 days after the date when they cease to be eligible to contribute to the RRSP plan.

ARTICLE 28 - GENERAL CONDITIONS

28.1 Workload

- (a) The Employer shall establish as equitably as possible the workload for each Instructor.
- (b) The Employer shall allocate non-classroom duties in such a manner that the various supervisory duties needed for the efficient operation of the school are shared as equitably as possible by all the Instructors in the school.

28.2 Staff Lounge

The Employer shall make available the Instructors' Staff Lounge for the use of all Instructors. The Employer shall maintain its general cleanliness including daily vacuuming, daily washing of counters and tabletops and cleaning of major appliances as may be required after reasonable use by the Instructors.

28.3 Student-Teachers in the Classroom

Instructors shall be advised at least two weeks in advance regarding the scheduled presence of a student-teacher in the classroom. Instructors have the right to accept or reject the presence of a student-teacher

in their classroom at a particular time, provided that the Union shall ensure the placement of student-teachers in the School in consultation with the Administrator as required from time to time.

28.4 Class Size and Composition

- (a) If the number of children in any class in Senior Kindergarten and or Grade 1 exceeds 20, in Grades 2 through 4 exceeds 24, or in Grades 5 through 7 exceeds 25, the Head of School or designate shall meet with the Instructor and a union representative to discuss the issues.
- (b) If the number of students with a Ministry designation or an Individual Education Plan (IEP) in any class exceeds three, the Instructor and a union representative shall meet with the Employer to discuss the impact of the class composition on the instructional situation.
- (c) If the parties are unable to reach agreement on a solution to a class size and/or composition issue, the Employer must select one or more of the following options to address the instructional situation:
 - (1) providing resource support or other resources to the Instructor;
 - (2) moving one or more students to another class;
 - (3) assigning a Teacher's Aide to the class; or
 - (4) providing the Instructor with additional preparation time.

28.5 Teacher's Aides

The Administrator will consider on an individual case basis the need for a Teacher's Aide in the classroom upon receipt of a written request from the Union specifying the reasons for the request. If the request is denied, the Administrator shall provide written reasons for the denial within 20 Working Days from the date of receipt of the request. Notwithstanding any other provisions of this agreement, the decision shall be made at the sole discretion of the Administrator. Class size shall be a factor to be considered by the Administrator in making the decision.

28.6 Curriculum Change

- (a) Before implementing a significant change in curriculum, the Employer shall:
 - (1) where possible, provide the Union with at least 12 weeks' notice of the change; and
 - (2) meet with representatives of the Union to discuss the change and the resources, timelines and/or processes that may be required to implement it effectively.
- (b) If the Administration requires that an Instructor attend a conference or similar event related to curriculum implementation and the event is scheduled outside of the Teaching Year, the Instructor shall receive their Daily Rate of pay in addition to their salary for each day in attendance at the conference or event, or shall receive an equivalent time-in-lieu at a time mutually agreeable to the parties.

28.7 Training on New Technology

If the Employer introduces new technology and requires one or more Instructors to use such technology in the course of performing their duties, the Employer agrees to provide those Instructors with appropriate training on the use of that technology.

28.8 Contracting Out

- (a) The Employer shall not contract out any functions of Instructors if, as a result, a Probationary or Continuing Instructor loses any hours of employment, or is laid off, or is not recalled.

- (b) The Employer shall not use volunteers in the School if, as a result, a Probationary or Continuing Instructor loses any hours of employment, or is laid off, or is not recalled.

ARTICLE 29 - DURATION OF AGREEMENT

29.1 Term of Agreement

This agreement shall be in effect from September 1, 2019 until August 31, 2023.

29.2 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after May 1, 2023.
- (b) Where no notice is given by either party prior to June 1, 2023, both parties will be deemed to have been given notice under this article on June 1, 2023.
- (c) All notices on behalf of the Union will be given by the President of the Union and similar notices on behalf of the Employer will be given by the Head of School.

29.3 Labour Relations Code

The parties agree that the operation of Subsections 50(2) and 50(3) of the *Labour Relations Code* of British Columbia is excluded from the agreement.

29.4 Change in Agreement

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

29.5 Agreement to Continue in Force

After this agreement has expired, both parties will adhere fully to the terms of this agreement until a strike or lockout has commenced or a new collective agreement has been negotiated.

**SIGNED ON BEHALF OF
THE UNION:**

DocuSigned by:



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Stephanie Smith
President

DocuSigned by:



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Keri Smith
Bargaining Committee Chair

DocuSigned by:



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Tamsin Morrell
Bargaining Committee

DocuSigned by:



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Selena Kongpreecha
Staff Representative - Negotiations**SIGNED ON BEHALF OF
THE EMPLOYER:**

DocuSigned by:



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Emily Greenberg
Head of School

DocuSigned by:



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Leigh Ariel
Principal of Primary

DocuSigned by:



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Adam Gelmon
Principal of Intermediate

DocuSigned by:



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Colin Gibson
Spokesperson

Dated: August 13, 2021

APPENDIX A Salary Scale

Effective as of September 1, 2019 - 2%

Years of Experience	Cat. PS	Cat. A	Cat. B	Cat. C	Cat. D	Cat. D+	Masters
0	37,050.48	40,641.90	45,157.44	50,173.80	55,092.24	59,600.64	60,520.68
1	38,872.20	42,620.70	47,356.56	52,617.72	57,804.42	62,634.12	63,552.12
2	40,696.98	44,602.56	49,559.76	55,064.70	60,517.62	65,660.46	66,578.46
3	42,523.80	46,583.40	51,759.90	57,511.68	63,229.80	68,690.88	69,610.92
4	44,345.52	48,565.26	53,959.02	59,955.60	65,943.00	71,719.26	72,639.30
5	46,172.34	50,544.06	56,161.20	62,402.58	68,656.20	74,750.70	75,669.72
6	47,995.08	52,525.92	58,362.36	64,846.50	71,367.36	77,781.12	78,699.12
7	49,818.84	54,508.80	60,565.56	67,293.48	74,081.58	80,810.52	81,729.54
8	51,644.64	56,489.64	62,765.70	69,739.44	76,794.78	83,840.94	84,760.98
9	53,468.40	58,470.48	64,967.88	74,553.84	79,505.94	86,870.34	87,790.38
10	55,290.12	60,452.34	67,168.02	74,633.40	84,571.26	90,783.06	92,880.18

Effective as of September 1, 2020 - 2%

Years of Experience	Cat. PS	Cat. A	Cat. B	Cat. C	Cat. D	Cat. D+	Masters
0	37,791.49	41,454.74	46,060.59	51,177.28	56,194.08	60,792.65	61,731.09
1	39,649.64	43,473.11	48,303.69	53,670.07	58,960.51	63,886.80	64,823.16
2	41,510.92	45,494.61	50,550.96	56,165.99	61,727.97	66,973.67	67,910.03
3	43,374.28	47,515.07	52,795.10	58,661.91	64,494.40	70,064.70	71,003.14
4	45,232.43	49,536.57	55,038.20	61,154.71	67,261.86	73,153.65	74,092.09
5	47,095.79	51,554.94	57,284.42	63,650.63	70,029.32	76,245.71	77,183.11
6	48,954.98	53,576.44	59,529.61	66,143.43	72,794.71	79,336.74	80,273.10
7	50,815.22	55,598.98	61,776.87	68,639.35	75,563.21	82,426.73	83,364.13
8	52,677.53	57,619.43	64,021.01	71,134.23	78,330.68	85,517.76	86,456.20
9	54,537.77	59,639.89	66,267.24	76,044.92	81,096.06	88,607.75	89,546.19
10	56,395.92	61,661.39	68,511.38	76,126.07	86,262.69	92,598.72	94,737.78

Effective as of September 1, 2021 - 2%

Years of Experience	Cat. PS	Cat. A	Cat. B	Cat. C	Cat. D	Cat. D+	Masters
0	38,547.32	42,283.83	46,981.80	52,200.82	57,317.97	62,008.51	62,965.72
1	40,442.64	44,342.58	49,269.77	54,743.48	60,139.72	65,164.54	66,119.63
2	42,341.14	46,404.50	51,561.97	57,289.31	62,962.53	68,313.14	69,268.23
3	44,241.76	48,465.37	53,851.00	59,835.15	65,784.28	71,465.99	72,423.20
4	46,137.08	50,527.30	56,138.96	62,377.81	68,607.10	74,616.72	75,573.93
5	48,037.70	52,586.04	58,430.11	64,923.64	71,429.91	77,770.63	78,726.78

Years of Experience	Cat. PS	Cat. A	Cat. B	Cat. C	Cat. D	Cat. D+	Masters
6	49,934.08	54,647.97	60,720.20	67,466.30	74,250.60	80,923.48	81,878.56
7	51,831.52	56,710.96	63,012.41	70,012.14	77,074.48	84,075.27	85,031.41
8	53,731.08	58,771.82	65,301.43	72,556.91	79,897.29	87,228.11	88,185.32
9	55,628.52	60,832.69	67,592.58	77,565.82	82,717.98	90,379.90	91,337.11
10	57,523.84	62,894.61	69,881.61	77,648.59	87,987.94	94,450.70	96,632.54

Effective September 1, 2022, all salaries on the scale will be increased by the general across-the-board wage increase percentage added to all salaries on the salary grid for teachers in the Vancouver School District for 2022/2023.

APPENDIX B Summary of Benefits

1. Extended Health Care

(a) The plan shall provide:

- (1) coverage for eligible Instructors, spouses and dependants;
- (2) mandatory generic substitution drug plan;
- (3) drug card for each participating person, with a deductible of \$5 per prescription;
- (4) paramedical benefits: up to \$100 per visit, to an annual maximum of \$750 per person per practitioner (including but not limited to Registered Clinical Counsellors);
- (5) reimbursement of 100% of eligible (non-drug and non-paramedical) expenses, with deductible of \$100 per family or \$50 for single employees per calendar, year;
- (6) Emergency Out of Province benefits; lifetime maximum of \$1,000,000 per person;
- (7) hearing aids coverage with a limit of \$800 per child per 60 months, and \$400 per adult per 60 months, repairs included;
- (8) coverage for cost of lenses, frames, contact lenses, with a limit of \$400 per person per 24 months.

(b) Participation in the plan is voluntary, but the Instructor must be covered by MSP of BC to be covered by Extended Health Care.

2. Dental Benefits

(a) The plan shall provide:

- (1) coverage for eligible Instructors, spouses and dependants which shall include reimbursement for expenses at:
 - i. Basic (Part A): at 80%;
 - ii. Crowns and Bridges and Dentures (Part B) at 50%;

- iii. calendar year maximum of \$2,000 for combined Part A and Part B, per covered person;
- iv. Orthodontics (Part C) at 50% for employees and dependents, \$2,000 lifetime maximum per individual.

(b) Participation is a condition of employment (if not covered elsewhere).

3. Group Life Insurance

(a) The plan shall provide:

- (1) life insurance coverage to age 65, of double annual salary rounded to the next higher \$1,000 to a maximum of \$200,000;
- (2) life insurance coverage, at age 65, of an amount equal to one-half the coverage in effect just prior to age 65;

(b) Participation is a condition of employment.

4. Accidental Death and Dismemberment (AD&D)

Plan provides insurance coverage in the same amounts as for Group Life Insurance.

5. Weekly Indemnity

(a) The plan shall provide:

- (1) benefit of 67% of weekly earnings, with a maximum benefit of \$4,500 per month;
- (2) waiting period of seven days (benefits commence on 8th day);
- (3) benefit period of 17 weeks.

(b) Participation is a condition of employment.

6. Long-Term Disability

(a) The plan shall provide:

- (1) benefit of 66⅔% of basic monthly earnings (1/12th of annual salary) with a maximum benefit of \$5,000 per month;
- (2) elimination period of 120 days;
- (3) benefit period to age 65.

(b) Participation is a condition of employment.

LETTER OF UNDERSTANDING 1

Retirement Allowance

(a) The Employer shall pay a one-time only retirement allowance to each Instructor who was employed at March 1, 2002 and who retires on or after the date of ratification of this agreement at age 55 or older, based upon their years of accumulated service prior to 1993. The amount of the retirement

allowance to be received by any Instructor eligible under this clause shall be a maximum of \$1,600 for each year of accumulated service up to and including 1992.

(b) The actual amount each eligible Instructor receives in respect to any year of their accumulated service shall be a prorated amount based upon their FTE in that year. (For example, if in the year 1987 the Instructor worked at 1.0 FTE, their retirement allowance for that year (1987) would be the full \$1,600; if the Instructor worked part-time at 0.6 FTE in that year, their retirement allowance for that year would be \$960.)

(c) The Employer shall pay each eligible Instructor their total retirement allowance at their retirement at age 55 or older. The Employer shall make this payment in the form requested, and as directed, by the retiring Instructor, in order to provide the best after-tax result for that Instructor, provided doing so falls within applicable statutory requirements.

(d) Retiring Instructor shall endeavour to notify the Employer at least one year prior to their retirement date to allow for payments under this article to be budgeted.

LETTER OF UNDERSTANDING 2

Deferred Salary Leave Plan

1. Definitions

- a. "*Eligible Employee*" means a full-time Continuing Instructor who has been employed by the Employer for a minimum of five years.
- b. "*Current Compensation Amount*" means the total salary payable by the Employer to the participant for the year, in accordance with the current collective agreement in force between the Employer and the Union.
- c. "*Deferred Compensation Amount*" means the portion of the Current Compensation Amount which is retained by the Employer for the participant in each year in accordance with paragraph 2(a) below and augmented from time to time by interest thereon, but less all amounts paid under the terms of the Plan.
- d. "*Deferral Period*" means the number of years for which salary is deferred in accordance with 2(a) below, including the years referred to in paragraphs 3(d) and 3(e) below, if applicable.
- e. "*Leave of Absence*" means the 12 month period taken in accordance with the provisions of paragraph 3 below and commencing at the beginning of a school year.
- f. "*Participant*" means an eligible employee who has completed a memorandum of agreement and whose application for participation in the Plan has been approved by the Employer.
- g. "*Plan*" means a deferred salary leave plan established under this letter of understanding.

2. Funding for Leave of Absence

- a. During each year prior to the leave of absence, the participant will receive their Current Compensation Amount, less the amount of salary which the participant has specified in the memorandum of agreement, is to be retained by the Employer for the year in question.

- b. While participating in the Plan, the amount of the Current Compensation Amount deferred by the participant under this Plan or any other such arrangement for services rendered by the employee to the employer cannot exceed 33⅓% in any calendar year.
- c. The Employer shall on the following dates pay to the participant the accrued interest on their Deferred Compensation Amount:
 - (i) the December 31st which occurs at the end of the calendar year in which the Instructor becomes a participant;
 - (ii) each December 31st occurring after the date specified in paragraph 2(c)(i) above, while the Instructor participates in the plan; and
 - (iii) the last day of the leave of absence, or when the Employer makes a payment due to deferral or withdrawal from the Plan or death of the participant.

3. Taking of Leave of Absence

- a. The leave of absence shall occur according to, and be governed by, the memorandum of agreement executed by the participant and the Employer.
- b. The manner of payment to the participant during the leave of absence shall be in instalments commencing one month following the start of the leave of absence, being approximately equal to one twelfth of the monies held by the Employer for the participant in accordance with paragraph 2(a) above as determined at the beginning of the leave of absence. In no event shall payment be made more frequently than monthly and all of the Deferred Compensation Amount will be paid to the participant no later than the end of the first taxation year of the participant that commences after the end of the period of deferral.
- c. The amounts to be paid to the participant during the leave of absence shall be related to the monies retained by the Employer in accordance with paragraph 2(a) above but less any deductions made by the Employer under paragraph 3(i) below, any monies required by law to be paid by the Employer for or on behalf of the participant, and less the amount established as the administration fee under paragraph 7(a) below.
- d. In the event a suitable replacement for the participant cannot be obtained by March 1st in the school year preceding the school year in which the Leave of Absence is to be taken, the Employer may delay or defer the year of the leave. Under no circumstances shall such delay or deferral exceed one school year and the participant must take their leave at the end of such time or withdraw from the Plan at that time. This postponement will not move the commencement of the leave beyond six years from the date of enrollment in the Plan.
- e. The leave of absence may, with the consent of the Employer given not less than six months prior to the scheduled commencement date, be postponed for one year. This postponement will not move the commencement of the leave beyond six years from the date of enrollment in the Plan.
- f. Subject to paragraphs 3(d) and 3(e) above, the leave of absence shall commence immediately following the deferral period.
- g. While the participant is enrolled in the Plan, any applicable health and welfare benefits computed with reference to salary shall be structured according to the Current Compensation Amount.

- h. The Employer will continue paying its share of applicable health and welfare benefit premiums for the participant during the non-leave school years of the Plan.
- i. The Employer will maintain applicable health and welfare benefit coverage for the participant during the leave of absence, provided the participant assumes the full costs for said benefits save those required to be paid by the Employer by law.
- j. During the leave of absence, the participant will not accumulate or be entitled to the following:
 - (i) teaching experience for salary increments
 - (ii) statutory or religious holidays, pregnancy, parental, sickness or other leaves, or promotions.
- k. The Employer will make pension deductions from payments to the participant in accordance with the collective agreement.

4. Withdrawal from the Plan

- a. A participant who ceases to be employed by the Employer must withdraw from the Plan. Within 60 days of such withdrawal the Employer shall pay to the participant the Deferred Compensation Amount.
- b. In extenuating circumstances, such as financial hardship, and with the consent of the Employer, the participant may withdraw from the Plan upon giving not less than six months' notice of intent to do so prior to the date established for the leave of absence. Within 60 days of such withdrawal, the Employer shall pay to the participant the Deferred Compensation Amount.
- c. Should the participant die, the Employer shall, within 60 days of notification of such death to the Employer, pay the Deferred Compensation Amount to the participant's estate, subject to the Employer receiving the necessary clearances and proofs normally required for payment to estates.

5. Suspension from Participation in the Plan

- a. The participant may on one occasion while they are participating in the Plan give notice to the Employer stating that they wish to suspend participation in the Plan for a period of 12 months as at the anniversary date of enrolment in the Plan which immediately follows such notice, in which case the Employer shall pay the Current Compensation Amount to the participant as if they were not participating in the Plan for such year. The Deferred Compensation shall continue to be held by the Employer until the participant withdraws from the Plan or takes the leave of absence.
- b. Suspension of participation under paragraph 5(a) above shall not change the year established for the Leave of Absence.
- c. If the Participant has given notice in accordance with paragraph 5(a) above, the participant's participation in the Plan shall be reinstated commencing on the first of the month which immediately follows the 12 months in which their participation had been suspended.

6. Return Following Participation in the Plan

Following the leave of absence, the participant must resume employment with the Employer for a period of time not less than the duration of the leave of absence.

7. General Provisions

- a. It is understood and agreed that the purpose of the Plan is to allow an eligible employee to fund a leave of absence from employment by deferring a portion of their salary. It is not intended as a mechanism for providing benefits to employees on or after retirement.
- b. The Employer shall deduct from the Deferred Compensation Amount, reasonable costs incurred by it in the administration of the Plan.
- c. Interest paid to the participant under provisions of the Deferred Salary Leave Plan will be considered as employment income for the purposes of the *Income Tax Act* and will be reported on the participant's T4 supplementary and shall be subject to tax withholdings.
- d. No more than one Instructor may be on leave under the Plan during any school year. Proposals for leave will be considered in order of seniority of the applicants, subject to the Employer's operational requirements.
- e. The parties will submit this letter of understanding to Canada Revenue Agency for review to ensure that it complies with the requirements of the *Income Tax Act* pertaining to salary deferral arrangements. The parties agree to make such modifications as may be necessary to comply with the *Income Tax Act*.
- f. This letter of understanding will take effect upon approval by Canada Revenue Agency.

8. Memorandum of Agreement

Participation in the Plan shall be subject to completion of a memorandum of agreement in the following form:

I have read and understand the terms and conditions of the letter of understanding between Vancouver Talmud Torah School and the Union governing the Deferred Salary Leave Plan. I agree to participate in the Plan subject to its rules, and on the following specific conditions:

Enrolment Date: My enrolment in the Plan shall become effective August 1, _____.

Year of Leave: I propose to commence my leave on _____, subject to the approval of the Employer.

Funding of the leave: To accomplish the funding of the leave I hereby authorize the following amounts be withheld from my current compensation effective the date of my enrolment in the Plan:

First Year: _____%

Second Year: _____%

Third Year: _____%

Fourth Year: _____%

Signature Date _____

Approved by the Employer:

Signature Date _____

LETTER OF UNDERSTANDING 3
Work Year

1. Notwithstanding Clause 18.4(a), the Employer may schedule one additional non-instructional Working Day on the Thursday before Labour Day. The Employer shall pay each Instructor in attendance their Daily Rate for that additional day.
2. An Instructor who is unable to attend on the additional day described above shall inform the Administration that they cannot attend by June 15th of the previous School Year. The Instructor does not need to provide the reason why they are unable to attend.
3. No influence will be exercised by the Administration, the Union or any Instructor regarding attendance on this day.

LETTER OF UNDERSTANDING 4
Teacher Coordinator Positions

- (a) The Employer and the Union agree that the Employer may establish Teacher Coordinator positions in the bargaining unit. Examples could include, but not be limited to, such positions as:
 - Numeracy/Science Coordinator
 - Literacy Coordinator
 - Coordinator of Hebrew Language
 - Coordinator of Athletics
 - Coordinator of Outdoor Education
- (b) Teacher Coordinator vacancies will be posted and filled as described in Clauses 17.1 and 17.2 of the collective agreement. Before an applicant is confirmed in a Teacher Coordinator position, the Employer and the applicant will discuss the expectations of the role and any release time the Employer anticipates making available to the incumbent.
- (c) Instructors who obtain Teacher Coordinator positions will receive a stipend of \$6,000 per annum, in addition to their annual salary, in recognition of the additional responsibilities associated with the Coordinator role.
- (d) The Administration may provide a Teacher Coordinator with a reduced workload in addition to the stipend.

LETTER OF UNDERSTANDING 5
Lieu Days (Field Trips)

1. Instructors who attend field trips on behalf of the School shall be entitled to the following:
 - (a) One lieu day is earned for every weekend night away on an overnight field trip;
 - (b) 0.5 of a lieu day is earned for every weekday night away on an overnight field trip (e.g., for a trip that departs on Sunday at 6 a.m. and returns Friday afternoon before the end of the School Day, the Instructor would earn $1 + [0.5 \times 4] = 3$ lieu days);

- (c) In the case of a full day field trip that is not overnight but extends beyond normal School hours (8:00 am to 3:30 pm), the following shall apply:
 - i. if the field trip extends less than three hours beyond normal School hours, the Instructor will be paid their Hourly Rate for such additional hours; or
 - ii. if the field trip extends three hours or more beyond normal School hours, the Instructor shall choose either to be paid their Hourly Rate for three hours, or to earn 0.5 of a lieu day.
- 2. Lieu days must be used by the end of the School Year in which they are earned, or by the end of the following School Year, if they are earned after December 31st.
- 3. Lieu days may not be carried forward other than as set out in paragraph 2 above.
- 4. There is no reimbursement in money or time for lieu days which expire.
- 5. Instructors should discuss when they would like to take their lieu days with their supervisor. The use of lieu days will be subject to approval by the Administration based on the availability of TOC coverage and in accordance with the stipulations of the collective agreement (see below).
- 6. Instructors must follow the same stipulations in the collective agreement around the use of their lieu days as exist for personal days (e.g., lieu days cannot be used in conjunction with any other leave or holidays without the prior written consent of the Administration).

LETTER OF UNDERSTANDING 6

Early Childhood Education Department

- 1. The following articles in the collective agreement shall not apply to Early Childhood Department Instructors: Definition of "Day"; 18.2 (Rest and Meal Periods); and 18.3(b) (Preparation Time).

Full-Time Early Childhood Department Instructors

- 2. The regular teaching day for Full-Time Early Childhood Department Instructors shall be from 8:00 a.m. to 3:20 p.m., with a 60 minute lunch break.
- 3. Full-Time Early Childhood Department Instructors shall receive the following stipends:
 - a. a stipend of two blocks (80 minutes) of extra pay per week at their Hourly Rate as defined in Clause 24.1(c), as compensation for the additional preparation work they perform outside classroom hours;
 - b. a stipend of \$17.50 for each School Day worked, in lieu of the morning and afternoon recess breaks.
- 4. Full-Time Early Childhood Department Instructors who continue working until 4:30 p.m. on a School Day, shall be paid their Hourly Rate for the additional time worked on that School Day, subject to the submission of a time sheet confirming the extra time worked.

Part-Time Early Childhood Department Instructors

- 5. The regular teaching day for Part-Time Early Childhood Department Instructors, unless otherwise mutually agreed by the parties, shall be from 8:00 a.m. to 1:00 p.m.

6. Part-Time Early Childhood Department Instructors who work from 8:00 a.m. to 1:00 p.m.:
 - a. shall be paid at the rate of 0.88 FTE, which includes two blocks (80 minutes) of extra pay per week as compensation for the additional preparation work they perform outside classroom hours; and
 - b. shall receive a stipend of \$8.75 for each School Day worked, in lieu of the morning recess break.
7. The pay percentage and stipend for Part-Time Early Childhood Department Instructors who work a different number of hours as agreed by the parties, shall be prorated based on their FTE percentage.

Preparation Periods

8. There shall be five preparation periods for each Early Childhood Department class. The preparation periods for a class shall be allocated equitably between the Early Childhood Department Instructors teaching that class, based on FTE.

LETTER OF UNDERSTANDING 7 Amendment to Clause 18.3

In recognition that the health and safety considerations of the COVID-19 pandemic may result in an increase in Instructor absences during the school year, the parties agreed to the following terms, on a without precedent and without prejudice basis, and have agreed that these terms will remain in effect for the life of the collective agreement:

Whereas Clause 18.3 states (in part) that "*Full-time Instructors shall be granted at least five preparation periods per week*" and "*Part-time Instructors shall be granted preparation periods in accordance with their respective workload percentages*",

- (1) Full-time and part-time Instructors may offer to cover Instructor absences during their preparation time on a voluntary basis.
- (2) Instructors may submit their expression of interest to cover Instructor absences directly to the Office Administrator in writing along with the email/phone number by which they wish to be contacted. Instructors may submit or withdraw their expression of interest at any time during the school year.
- (3) Where an Instructor has voluntarily covered an absence during their preparation period, the Instructor will receive an extra payment equal to their regular rate for that period.
- (4) The Employer shall first offer coverage opportunities based on Instructor availability and qualifications. Where availability and qualifications are equal, coverage opportunities shall be offered on a rotational basis to ensure an equitable distribution among interested Instructors. The rotation will start with the most senior Instructor who is interested, qualified and available.
- (5) The Employer shall notify the Instructor of a coverage opportunity by phone/email or in-person and will allow for a reasonable amount of time for the Instructor to respond before offering the coverage to the next Instructor.

- (6) Instructors shall have the right to refuse an offer to cover an absence without penalty, and shall still be considered for future opportunities without prejudice.
- (7) The terms set out above shall not apply where an Instructor who has been given a sixth preparation period in a week covers an absence during their sixth preparation period. In this circumstance, the coverage may be assigned to the Instructor, and the Instructor will not receive extra compensation for this period. However, the terms of this LOU will apply if they voluntarily provide coverage during any other preparation periods in the same week.
- (8) Within 30 days of the date of ratification, Instructors will be given the opportunity to put forward their expression of interest and/or confirm their interest in being put on the list to cover Instructor absences.
- (9) This letter of understanding will expire on the expiry of the collective agreement, unless it is renewed by agreement of the parties.

LETTER OF UNDERSTANDING 8

Teacher Mentors

1. The Administration may invite an Instructor to act as a Teacher Mentor. Teacher Mentor appointments are voluntary and shall be for a period of one School Year. Selection of Teacher Mentors, and renewal of Teacher Mentor Appointments, shall be at the discretion of the Administration.
2. The role of a Teacher Mentor is to assist one or more new Instructors to integrate smoothly into the life of the School. The main areas of focus include curriculum, unit lesson planning, teaching practices, and matters related to the policies, procedures and culture of the School. Teacher Mentors will also help and support new Instructors in other areas, such as:
 - a. proper Instructor and student behaviour in classes, as well as other School environments such as assemblies and trips;
 - b. planning tests and projects;
 - c. planning and executing special events such as holiday celebrations, speech contests, Israel contest, etc.;
 - d. school rules and regulations, including discipline and administrative duties;
 - e. student evaluation and the writing of progress reports; and
 - f. communication with parents.
3. Teacher Mentors are responsible for ensuring that they meet with the new Instructor(s) they are mentoring at least once per week, and that such meetings are arranged around holidays and other interruptions to the normal schedule. In addition, the Teacher Mentor and the new Instructor(s) should arrange for informal visits to each other's classrooms, to observe and discuss various teaching strategies.
4. A Teacher Mentor shall receive a stipend of one block (40 minutes) of extra pay per week for each new Instructor they mentor. However, if a Teacher Mentor mentors two Instructors who are

teaching the same grade, all meetings (excluding classroom visits) should take place at the same time with both Instructors, and the Teacher Mentor's stipend shall be one and one-half blocks (60 minutes) of extra pay per week. Teacher Mentor stipends shall be calculated and paid twice per School Year.

5. A Probationary Instructor will have an assigned Teacher Mentor in their first year of employment.

LETTER OF UNDERSTANDING 9

School Fees

Notwithstanding Clause 24.3, Instructors who were employed by the School at a workload of 50% or more and receiving a 45% discount on School fees on the date of ratification of this agreement, shall continue to receive that 45% discount for the life of this agreement.