

ARTICLE A.22: BVTU RIGHTS

A.22.1 President Release Time

- a. Release time from teaching duties will be granted to the president of the BVTU for the purpose of conducting BVTU business.
- b. The amount of release time required will be determined annually by the BVTU and requests for such leave shall be in writing and received by the Superintendent of Schools by May 31 and earlier if possible.
- c. The Board will continue to pay the president their full salary and provide the benefits specified in this Agreement. The BVTU will reimburse the Board for the cost of such salary and benefits.
- d. The president shall be deemed to be in the full employ of the Board.
- e. The president shall inform the Board of the number of days (or partial days), if any, that they were absent from their duties due to illness. Such days will be deducted from the president's accumulated sick leave credits.
- f. The teacher returning to full teaching duties from a term or terms as president shall be assigned to the position held prior to the release or to a comparable position, which is acceptable to the teacher. The teacher has the right to refuse a maximum of two (2) jobs under this clause.
- g. In the event that the president is unable to continue to fulfill the presidential duties for health reasons, the Board shall grant release time for another BVTU member to assume the duties of the president; the former president will go on sick leave while the new president will be subject to the provisions in Article A.22.1.c to A.22.1.f above.

A.22.2 Officers of the BVTU Release Time

- a. Provided that adequate notice is given, release time without loss of pay will be given to:
 - i. any employee covered by this agreement who is a member of the Executive Committee, Representative Assembly, a committee or task force of either the BVTU, the BCTF, the CTF, the Teacher Regulation Branch or appointed an elected official representative or delegate of the BVTU or BCTF to carry out BVTU business.
 - ii. teachers who are members of the BVTU bargaining committee to attend meetings of that committee.
 - iii. teachers called by the BVTU to appear as witnesses before an arbitration board or the Labour Relations Board.
 - iv. one staff representative from each school to attend one day of staff representative training per year.
- b. The Board will share at 50% of the cost for Teachers-Teaching-On-Call for up to six (6) members of the BVTU bargaining committee while engaged in negotiations with the Board. The BVTU will be limited to a maximum of two teachers from any one school for negotiation purposes with the Board.
- c. Leave taken under this provision will be counted as .6 for a morning or part thereof and .4 for an afternoon or part thereof.
- d. Employees taking leave under this provision are considered full time employees.

e. The BVTU shall reimburse the Board for Teachers-Teaching-On-Call costs.

f. When teacher representatives are requested by the Board to meet on union/management matters, they shall suffer no loss of pay for time spent. The Board shall bear the full cost of Teachers-Teaching-On-Call costs.

A.22.3 Leave to Serve on Affiliated Organizations

a. Provided that adequate notice is given the Board shall grant a leave of absence without pay to a member who is elected/appointed to a full time position with an affiliated organization or the Teacher Regulation Branch, without loss of seniority.

b. A teacher who is on leave under this provision shall have access to the Board's benefit plans only if such benefits are not provided by the organization/affiliation outlined in Article A.22.3.a. Any access by employees to the Board's benefit plans under this article will require the employee to pay 100% of the cost.

c. A teacher who is on leave under this provision shall be entitled on written notice at least one month prior to the end of a school year, to return to employment with the Board effective the commencement of the next school year, and shall be entitled to the assignment previously held or to a reasonably comparable assignment acceptable to the Teacher. The teacher will be permitted to refuse a maximum of two (2) jobs under this provision.

A.22.4 School Staff Representatives

a. Representatives of the BVTU of each school shall have the right to:

- i. convene Union meetings in the school to conduct Union business provided such meetings are held out-of-school time;
- ii. investigate or participate in solving a grievance or arbitration;
- iii. be present upon request at a meeting between a member and a Principal/Vice-Principal or Board official. If a Principal/Vice-Principal or Board official requests the meeting during school hours, the member will not lose any pay. If such a meeting involves the disciplining of an employee, a representative of the BVTU must be present.

A.22.5 Access to Work site

a. Representatives of the BVTU, in consultation with the Principal or designate, shall have the right to transact union business on school property at all reasonable times. Such activities or use are not to interfere with classroom instruction and facilities and equipment shall be properly booked.

b. The employer shall permit use of equipment, such as chairs and tables at no cost for the Annual General BVTU meeting. All other operating cost of equipment and supplies consumed by the BVTU shall be reimbursed to the employer.

A.22.6 Bulletin Boards

a. The BVTU has the right to post notices of activities and matters of Union concern. The Board will provide bulletin boards in all staff rooms in all school buildings for this purpose. All notices shall be authorized by the BVTU.

A.22.7 Internal Mail

a. The BVTU shall have access to the District mail service, employee mail boxes and electronic mail for communication to teachers, free of charge, provided any increased volume does not add extra costs to the employer.

A.22.8 School Staff Committees

a. A Staff Committee shall be established in each school if the staff so wishes.

b. The size and membership of the Staff Committee shall be determined by the staff except that the Principal or their delegate shall be a member.

c. Staff Committees shall meet to discuss issues relating to the school staff.

d. The Principal and/or Vice-Principal shall consider all recommendations made to them by the Staff Committee.

e. Should recommendations not be acted upon, the Staff Committee will be advised of the reasons and in writing if requested by the committee.

f. Any provisions of this Article are grievable in regard to process only. Process refers to the procedural steps spelled out in this Article A.22.8.

A.22.9 Access to Information

a. The Board will provide the BVTU with a list of employees showing the following information, no later than October 15th:

- i. names
- ii. mailing and email addresses
- iii. phone numbers
- iv. grid placement
- v. seniority
- vi. staff assignment.
- vii. total teacher FTE for each school

b. The Board will also provide notification on hirings, assignment changes, layoffs, retirements, suspensions, discharges, resignations, leaves and postings as they occur.

c. No later than October 15th the Board and BVTU will match the lists of:

- i. leaves,
- ii. teachers on temporary appointments, and
- iii. positions considered to be temporary.

d. Upon request the Board agrees to furnish minutes and agendas of public Board meetings, annual audited financial statements and the preliminary and final budget as is approved by the Board that is public information.