

**PROVINCIAL COLLECTIVE AGREEMENT**

**BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS'  
ASSOCIATION/BOARD OF SCHOOL TRUSTEES OF SCHOOL  
DISTRICT NO. 6 (ROCKY MOUNTAIN)  
(The "Employer")**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION/ROCKY MOUNTAIN  
TEACHERS' ASSOCIATION  
(The "Union")**

**AS IT APPLIES IN S.D. #6 (ROCKY MOUNTAIN)**

**Effective July 1, 2006 to June 30, 2011**

Please note:

This document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between B.C.T.F. and B.C.P.S.E.A. under the Public Education Labour Relations Act, as those terms and conditions are applicable to this School District. In the event of dispute, the original source documents would be applicable.

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## **SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP**

### **ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION**

In this Collective Agreement, "Previous Collective Agreement" means the Collective Agreement constituted under the *Education Services Collective Agreement Act*, S.B.C. 2002, c. 1 and extended by the *Teachers' Collective Agreement Act*, S.B.C. 2005, c. 27 that was in effect between the parties for the period July 1, 2001 to June 30, 2006 including any amendments agreed to by the parties during that period.

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2006 to June 30, 2011. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
2. In the event that a new Collective Agreement is not in place by June 30, 2011 the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified in accordance with this Collective Agreement.
4.
  - a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
  - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
  - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
5.
  - a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
  - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.

- c. i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
- ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

## **ARTICLE A.2 RECOGNITION OF THE UNION**

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2. Pursuant to *PELRA*, the employer in each district recognizes the Rocky Mountain Teachers' Association as the teachers' union for the negotiation in the district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

## **ARTICLE A.3 MEMBERSHIP REQUIREMENT**

1. All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the Rocky Mountain Teachers' Association, subject to Article A.3.2.
2. Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective local in accordance with this Collective Agreement.



#### **ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION**

1. The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.
2. At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.
3. The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
4. The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.
5. The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

#### **ARTICLE A.5 COMMITTEE MEMBERSHIP**

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee, and the local shall appoint the representatives.
3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.1 and A.5.2 above, in order to attend meetings that occur during normal instructional hours. Teacher on call costs shall be borne by the employer.

4. When a teacher on call is appointed to a committee referred to in Article A.5.1 and A.5.2 above, and the committee meets during normal instructional hours, the teacher on call shall be paid pursuant to the provisions in each district respecting Teacher on Call Pay and Benefits. A teacher on call attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the teacher on call shall receive a full day's pay.

## **ARTICLE A.6 GRIEVANCE PROCEDURE**

### **1. Preamble**

The parties agree that this article constitutes the method and procedure for a final and conclusive settlement of any dispute (hereinafter referred to as "the grievance") respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including a question as to whether a matter is arbitrable.

### **Steps in Grievance Procedure**

#### **2. Step One**

- a. The local or an employee alleging a grievance ("the grievor") shall request a meeting with the employer official directly responsible, and at such meeting they shall attempt to resolve the grievance summarily. Where the grievor is not the local, the grievor shall be accompanied at this meeting by a representative appointed by the local.
- b. The grievance must be raised within thirty (30) working days of the alleged violation, or within thirty (30) working days of the party becoming reasonably aware of the alleged violation.

#### **3. Step Two**

- a. If the grievance is not resolved at Step One of the grievance procedure within ten (10) working days of the date of the request made for a meeting referred to in Article A.6.2.a the grievance may be referred to Step Two of the grievance procedure by letter, through the president or designate of the local to the superintendent or designate. The superintendent or designate shall forthwith meet with the president or designate of the local, and attempt to resolve the grievance.
- b. The grievance shall be presented in writing giving the general nature of the grievance.

**4. Step Three**

- a. If the grievance is not resolved within ten (10) working days of the referral to Step Two in Article A.6.3.a the local may, within a further ten (10) working days, by letter to the superintendent or official designated by the district, refer the grievance to Step Three of the grievance procedure. Two representatives of the local and two representatives of the employer shall meet within ten (10) working days and attempt to resolve the grievance.

If both parties agree and the language of the previous Local Agreement stipulates:

- i. the number of representatives of each party at Step Three shall be three; and/or
  - ii. at least one of the employer representatives shall be a trustee.
- b. If the grievance involves a Provincial Matters issue, in every case a copy of the letter shall be sent to BCPSEA and the BCTF.

**5. Omitting Steps**

- a. Nothing in this Collective Agreement shall prevent the parties from mutually agreeing to refer a grievance to a higher step in the grievance procedure.
- b. Grievances of general application may be referred by the local, BCTF, the employer or BCPSEA directly to Step Three of the grievance procedure.

**6. Referral to Arbitration: Local Matters**

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the local or the employer where applicable may refer a "local matters grievance," as defined in Appendix 2 and Addenda, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a "local matters grievance." The parties shall agree upon an arbitrator within ten (10) working days of such notice.

**7. Referral to Arbitration: Provincial Matters**

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF or BCPSEA where applicable may refer a "provincial matters grievance," as defined in Appendix 1 and Addenda, to arbitration within a further fifteen (15) working days.

- b. The referral to arbitration shall be in writing and should note that it is a “provincial matters grievance.” The parties shall agree upon an arbitrator within ten (10) working days of such notice.
- c. Review Meeting:
  - i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a provincial matters grievance that has been referred to arbitration.
  - ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.
  - iii. Each party shall determine who shall attend the meeting on its behalf.

## **8. Arbitration (Conduct of)**

- a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
- b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.
- c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.
- d. Authority of the Arbitrator:
  - i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

- ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
- iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.
- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

## **9. General**

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.
- c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.
- d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.
- e.
  - i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher on call is required, such costs shall be borne by the employer.
  - ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
  - iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any teacher on call that may be required.

**ARTICLE A.7 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS**

1. The employer shall grant a leave of absence without pay to an employee designated by the BCTF for the purpose of preparing for, participating in or conducting negotiations as a member of the provincial bargaining team of the BCTF.
2. To facilitate the administration of this clause, when leave without pay is granted, the employer shall maintain salary and benefits for the employee and the BCTF shall reimburse the employer for the salary costs.
3. Any other leaves of absence granted for provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the employer for the salary costs of any teacher employed to replace a teacher granted leave.
4. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

**ARTICLE A.8 LEGISLATIVE CHANGE**

1. In this article, “legislation” means any new or amended statute, regulation, Minister’s Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
2.
  - a. Should legislation render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.
  - b. In that event, the parties shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.
3. If, within thirty (30) days of either party's request for such meeting, the parties cannot agree on such modifications, or cannot agree that the Collective Agreement has been affected by legislation, either party may refer the matter(s) in dispute to arbitration pursuant to Article A.6 (Grievance Procedure).
4. The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

## **ARTICLE A.20      RECOGNITION OF AIMS**

The District and the Association acknowledge that it is our joint responsibility and primary aim to provide equity in educational opportunities and a quality education for all students of the District. The District and the Association agree to work cooperatively to achieve this aim.

## **ARTICLE A.21      DEFINITIONS**

1. A Teacher as used in this collective agreement shall mean a Teacher as defined in the School Act and Regulations who is employed by the District.
  - a. A continuing Teacher shall mean a Teacher appointed by the District to a continuing contract. Such a contract continues until terminated as provided for in this agreement.
  - b. A temporary Teacher shall mean a Teacher appointed by the District to a contract for a period not exceeding one year, to any position temporarily existing or temporarily vacant; or for a period not exceeding the remainder of the current school year to any position which has become vacant during that school year.
  - c. A Teacher-on-call shall mean a Teacher from the District's on-call list who is deployed by the District to take the place of a continuing or temporary Teacher who is absent on a day-to-day basis. The following parts of this agreement do not apply to Teachers-on-call: those sections where the reference is to continuing and/or temporary Teachers, or full or part-time contracts;

Article B.22 - Letter of Permission

Article B.25 - Positions of Special Responsibility

Article B.26 - Moving/Relocation Allowance

Article B.27 - Part Month Payments and Deductions

Article B.11 - Benefits (except B.11.2.d)

Article B.31 - Death Benefit

Article B.32 - Benefits While on Leave of Absence

Article B.33 - Early Retirement Plan

Article D.22 - Instructional Time and Preparation Time

Article D.23 - Regular Work Year for Teachers

Article D.29 - Teachers New to the District

Article E.21 - Assignment in School

Article F.22 - Non-Instructional Days (except Teachers- on-call who are being paid on scale in accordance with Article B.2)

Article F.23 - School Accreditation

2. The Liaison Committee is composed of two members appointed by the District and two members appointed by the Association.
3. Immediate family includes a husband, wife, child, father, mother, brother, sister, grandparent, grandchild of the Teacher or the Teacher's spouse, whether by birth or step relationship.
4. A day's pay is the quotient of a Teacher's annual salary divided by the number of days in the school year.
5. The term "Zones" in this agreement refers to the geographic areas and work sites (except those adult education worksites specified under Article C.2.8.g) included in the Districts known before December 1, 1996 as School District No. 18 (Golden), School District No. 3 (Kimberley) and School District No. 4 (Windermere).

## **ARTICLE A.22 MANAGEMENT RIGHTS**

The Association recognizes the exclusive right and responsibility of the District to manage and operate the School District, including the right to plan, direct, control and schedule school activities, regulate the selection and appointment of Teachers, establish courses of studies, establish programs of studies, hire, suspend, maintain discipline, discharge for proper cause, transfer and layoff, subject to the provisions of this agreement. The District shall retain all management rights not specifically restricted by this agreement or by legislation.

## **ARTICLE A.23 ASSOCIATION RIGHTS**

1. Access to Worksite:
  - a. Representatives of the Association shall have the right to transact Association business on school property at all reasonable times. Such activities shall not interfere with classroom instruction.
  - b. Any Association use of school facilities will require the approval of the school's Administrative Officer.



- c. The Association shall be responsible for paying for consumable items it uses and for any other actual cost it incurs in using school facilities.
2. Access to Information:
  - a. Association member information, including a list of employees, together with addresses, phone numbers, salary levels, seniority, accumulated sick leave, and school and teaching assignment, will be provided to the Association on or before October 15 of each year and, if requested, on or before February 1 of each year.
  - b. The Association will be notified of all job postings, transfers, hirings, resignations, retirements, discharges, and suspensions for all positions covered by this agreement, upon request from the Association.
  - c. Where an Association member requests confidentiality for himself on a matter specified in paragraph (b) of this clause, the Association will not grieve a reasonable delay in notification to maintain that confidentiality.
3. Bulletin Boards:
  - a. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards. Such notices will be approved by the Staff Representative prior to posting.
  - b. These bulletin boards shall be provided in each staff room in each school building.
4. Internal Mail:
  - a. The Association shall have access to the District internal mail service and employee mail boxes, free of charge, during regular business hours, for communication to bargaining unit members.
  - b. The Association mail distributed in this manner will not be so voluminous so as to obstruct the regular service provided by the District.
5. Printing and Distribution of Agreement
  - a. The District shall have printed sufficient copies of this agreement so that each member of the bargaining unit shall have a copy of the agreement as soon as possible after the signing of the agreement.
  - b. The Association shall be responsible for the distribution of the agreement to its members.

**ARTICLE A.24 EXCLUSIONS FROM THE BARGAINING UNIT**

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
2. The District shall notify the Association of all new positions requiring a teaching certificate offered in the District and submit to the Association a written job description of the new position(s).
3. Should the District create a new position requiring a teaching certificate which they believe to be a management position and therefore falls outside the bargaining unit, it will so advise the Association.

**ARTICLE A.25 LABOUR DISPUTES**

1. All Teachers, for reasons of conscience, shall have the right to refuse to cross or work behind a picket line in a legal labour dispute. Any Teacher failing to report for duty shall be considered absent with a deduction of a day's pay for each day of absence.
2. Failure to cross a picket line shall not be grounds for disciplinary action by the District and is not a violation of this agreement.
3. The District shall not request, require or direct Teachers to do work or carry out duties normally performed by employees engaged in job action.

**ARTICLE A.26 LOCAL ASSOCIATION SCHOOL STAFF REPRESENTATIVE**

1. At a meeting in which the District believes a Teacher may be disciplined, the Teacher shall be accompanied by a representative appointed by the Teacher or the Association.
2. At a Step 1 grievance meeting the Teacher may be accompanied by a representative of the Association.
3. Staff Representatives of the Association shall arrange to conduct investigations and other Association business in such a manner as not to disrupt classroom or other instructional time.
4. Where a Staff Representative is required by the District to meet on Association-District matters, she/he shall suffer no loss of pay for time so spent.
5. Staff Representatives shall be relieved of instructional duties with no loss of pay to be present at any meeting between an Administrative Officer and a Teacher when such presence has been requested by either party under the terms of this agreement.

## **ARTICLE A.27 SCHOOL STAFF COMMITTEE**

1. The District and the Association recognize the right of the Administrative Officers and Teachers in each school to meet jointly to discuss matters pertaining to the effective and efficient operation of the school. The District and the Association also recognize the right of Teachers in each school to form a staff committee which may make recommendations on matters pertaining to the effective and efficient operation of the school including school budgeting.
2. As appropriate, the school Administrative Officer shall provide financial and other information to the staff committee that will enable the committee to make informed recommendations.
3. If the recommendations of the School Staff Committee are not implemented, the Staff Committee may request, and shall receive written reasons why these recommendations have not been implemented.

## **ARTICLE A.28 CONTRACTING OUT**

1. There must be mutual agreement between the District and the Association before the District may contract with an external agency for the performance of Teacher duties, as defined in the School Act and Regulations, which would normally and regularly be performed by members of the bargaining unit. Such agreement shall not be unreasonably withheld.
2. Services currently provided by external agencies, groups or individuals, will remain in place unless discontinued by the District or altered by mutual agreement between the District and Association.

## **ARTICLE A.29 TEACHERS' ASSISTANTS**

1. Teachers' assistants, teachers' aides, personal attendants and child care workers hired to assist Teachers in carrying out their responsibilities shall be under the immediate supervision of those Teachers or teaching Administrative Officers to whom they are assigned as approved by the appropriate Administrative Officer.
2. The responsibility for designing, implementing, supervising and assessing educational programs, evaluating students or educational programs remains with the Teacher who may be assisted in that purpose by a teacher's assistant, teacher's aide, personal attendant or child care worker.
3. Except under the immediate supervision of Teachers or teaching Administrative Officers, the foregoing shall not perform any of the duties of Teachers as defined in the School Act and Regulations.

4. Teachers' assistants, teachers' aides, personal attendants and child care workers shall not be used as an alternative for qualified professional personnel.

## **SECTION B      SALARY AND ECONOMIC BENEFITS**

### **ARTICLE B.1      SALARY**

1. The April 1, 2006 Harmonized salary grids in the Local Agreement have been amended to reflect to following general increases to salary:
  - a. Effective July 1, 2006:                      2.5% increase
  - b. Effective July 1, 2007:                      2.5% increase
  - c. Effective July 1, 2008:                      2.5% increase
    - i. Effective July 1, 2008, the salary grid maximum salaries at categories 4, 5, 5+ and 6 will be amended in accordance with Letter of Understanding No. 11 – 2008 Salary Harmonization.
  - d. Effective July 1, 2009:                      2.5% increase
  - e. Effective July 1, 2010:                      2.0% increase
2. The following allowances shall be adjusted in accordance with the above increases:
  - a. Department head
  - b. Positions of Special Responsibility
  - c. First Aid
  - d. One Room School
  - e. Isolation and Related Allowances
  - f. Moving/Relocation
  - g. Recruitment & Retention
3. The following allowances shall not be adjusted by the above increases:
  - a. Mileage/Auto
  - b. Per Diems
  - c. Housing
  - d. Pro D (unless formula-linked to the grid)
  - e. Clothing
  - f. Classroom Supplies
4. Teacher on Call daily rates shall be adjusted in accordance with Article B.1.1.

**Rocky Mountain Teachers' Association**

**Salary Grid - July 1, 2006**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>1</b>	\$39,287	\$44,436	\$46,946	\$47,828
<b>2</b>	\$41,346	\$46,801	\$49,550	\$50,516
<b>3</b>	\$43,405	\$49,165	\$52,155	\$53,205
<b>4</b>	\$45,464	\$51,530	\$54,759	\$55,894
<b>5</b>	\$47,523	\$53,895	\$57,363	\$58,582
<b>6</b>	\$49,582	\$56,260	\$59,968	\$61,271
<b>7</b>	\$51,641	\$58,625	\$62,572	\$63,960
<b>8</b>	\$53,699	\$60,989	\$65,177	\$66,648
<b>9</b>	\$55,758	\$63,354	\$67,781	\$69,337
<b>MAX</b>	\$57,817	\$65,719	\$70,386	\$72,026

**Rocky Mountain Teachers' Association**

**Salary Grid - July 1, 2007**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>1</b>	\$40,269	\$45,547	\$48,119	\$49,023
<b>2</b>	\$42,380	\$47,971	\$50,789	\$51,779
<b>3</b>	\$44,490	\$50,395	\$53,458	\$54,535
<b>4</b>	\$46,600	\$52,818	\$56,128	\$57,291
<b>5</b>	\$48,711	\$55,242	\$58,798	\$60,047
<b>6</b>	\$50,821	\$57,666	\$61,467	\$62,803
<b>7</b>	\$52,932	\$60,090	\$64,137	\$65,559
<b>8</b>	\$55,042	\$62,514	\$66,806	\$68,315
<b>9</b>	\$57,152	\$64,938	\$69,476	\$71,070
<b>MAX</b>	\$59,263	\$67,362	\$72,146	\$73,826

**Rocky Mountain Teachers' Association**

**Salary Grid - July 1, 2008**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>1</b>	\$41,276	\$46,685	\$49,322	\$50,249
<b>2</b>	\$43,439	\$49,170	\$52,059	\$53,074
<b>3</b>	\$45,602	\$51,654	\$54,795	\$55,898
<b>4</b>	\$47,765	\$54,139	\$57,531	\$58,723
<b>5</b>	\$49,929	\$56,623	\$60,268	\$61,548
<b>6</b>	\$52,092	\$59,108	\$63,004	\$64,373
<b>7</b>	\$54,255	\$61,592	\$65,740	\$67,198
<b>8</b>	\$56,418	\$64,077	\$68,477	\$70,022
<b>9</b>	\$58,581	\$66,561	\$71,213	\$72,847
<b>MAX</b>	\$62,567	\$71,117	\$76,168	\$77,942

**Benefit From Letter of Understanding No. 12 Teacher Supply & Demand Initiatives:**

2.5% Only:	\$60,744	\$69,046	\$73,949	\$75,672
LOU No. 12:	\$62,567	\$71,117	\$76,168	\$77,942
LOU No. 12 %:	3.00%	3.00%	3.00%	3.00%

**School District No. 06 (Rocky Mountain) is also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 12.**

**Rocky Mountain Teachers' Association**

**Salary Grid - July 1, 2009**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
1	\$42,308	\$47,852	\$50,555	\$51,505
2	\$44,525	\$50,399	\$53,360	\$54,400
3	\$46,742	\$52,946	\$56,165	\$57,296
4	\$48,960	\$55,492	\$58,970	\$60,191
5	\$51,177	\$58,039	\$61,774	\$63,087
6	\$53,394	\$60,586	\$64,579	\$65,982
7	\$55,611	\$63,132	\$67,384	\$68,878
8	\$57,828	\$65,679	\$70,189	\$71,773
9	\$60,046	\$68,225	\$72,993	\$74,668
MAX	\$64,131	\$72,895	\$78,072	\$79,891

**School District No. 06 (Rocky Mountain) is also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 12.**

**Rocky Mountain Teachers' Association**

**Salary Grid - July 1, 2010**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
1	\$43,154	\$48,810	\$51,566	\$52,535
2	\$45,416	\$51,407	\$54,427	\$55,488
3	\$47,677	\$54,005	\$57,288	\$58,442
4	\$49,939	\$56,602	\$60,149	\$61,395
5	\$52,200	\$59,200	\$63,010	\$64,348
6	\$54,462	\$61,797	\$65,871	\$67,302
7	\$56,723	\$64,395	\$68,731	\$70,255
8	\$58,985	\$66,992	\$71,592	\$73,208
9	\$61,246	\$69,590	\$74,453	\$76,162
MAX	\$65,414	\$74,353	\$79,633	\$81,489

**School District No. 06 (Rocky Mountain) is also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 12.**



**ARTICLE B.2      TEACHER ON CALL PAY AND BENEFITS**

1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
2. For the purposes of Employment Insurance, the employer shall report for a teacher on call, the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
3. A teacher on call shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee he/she is replacing is entitled to claim.
4. Teachers on call shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
5. Teachers on call shall be paid an additional compensation of \$3 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$1.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
6. Rate of Pay:
  - a. Employees who are employed as teachers on call shall be paid the rate specified below for each full day worked for the first three (3) days. Any provision in the Previous Collective Agreement which provides a superior daily rate shall remain part of the Collective Agreement.

i.	Effective July 1, 2006	\$194.75
ii.	Effective July 1, 2007	\$199.60
iii.	Effective July 1, 2008	\$204.60
iv.	Effective July 1, 2009	\$209.70
v.	Effective July 1, 2010	\$213.90
  - b. On the fourth consecutive and subsequent consecutive days worked in an assignment or assignments, a teacher on call shall be paid 1/189 of his/her category classification and experience or at Category 4 Step 0, which ever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day worked.

**Local Provisions:**

7. A Teacher-on-call assigned to a school for a full day and utilized for only a portion of the day shall be paid a full day's salary.

8. A Teacher-on-call assigned to a school for a portion of a day shall be paid for that portion of the day.
9. No assignment shall be for less than forty percent (40%) of that day.
10. When canceling a Teacher-on-call who has been called out or has been working in a particular assignment a minimum of twelve (12) hours notice must be given.
11. In the event that an on-call assignment is interrupted by the return of a Teacher who is subsequently absent within two (2) working days and the Teacher-on-call, by third choice, is reassigned to that position, then the assignment shall proceed as if it had not been broken for salary and contract provisions which depend upon the length of the assignment.
12. A Teacher-on-call's service shall not be considered broken by a non- instructional day.
13. The District shall pay Teachers-on-call monthly no later than seven (7) instructional days after the month end. Breakdown of pay and holiday pay shall be indicated on the Teacher-on-Call pay slip.
14. A Teacher-on-call shall gain one (1) step on the increment scale on the salary grid for every one hundred sixty (160) days taught in the District.
15. Teachers-on-call shall make pension contributions in accordance with the Pension (Teachers) Act.

**ARTICLE B.3            SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION**

1. The following shall apply to employees providing instruction in adult education programs in these districts:

School District No. 6 (Rocky Mountain) (former S.D. 3 Kimberley)

Employees instructing adult education academic credit courses.

School District No. 36 (Surrey)

Continuing Education employees in the Adult Education High School Completion Program (credit courses) and Adult Education Academic Upgrading Programs (Adult Basic Education, General Education Development, Pre-General Education Development, Literacy and Adult Education English Language Programs).

School District No. 37 (Delta)

Employees teaching Adult Education academic programs including: High School Completion Program, Pathfinder High School Completion Program, Academic Business Education Program, General Equivalency Diploma Program, Adult Basic Education Program, Adult English as a Second Language Program, and Adult Special Education Program, in the Continuing Education Division.

School District No. 41 (Burnaby) [added by Arbitrator J. Dorsey December 22, 2003]

Employees teaching Adult Education academic programs including High School Completion Program (General Education Development Program and Adult Graduation Diploma Program), Adult Basic Education Program, Adult English as a Second Language Program and Academic Transitional ESL Program in Adult and Continuing Education

School District No. 42 (Maple Ridge)

Employees instructing in High School Completion Credit Courses, Adult Basic Education, Adult Pathfinder Program and Adult English as a Second Language in the Continuing Education Department.

School District No. 43 (Coquitlam)

Employees teaching Adult Education Academic Programs including Adult Basic Education, ESL Academic Stream, High School Credit Courses and English as a Second Language

School District No. 79 (Cowichan Valley) (former S.D. 66 Lake Cowichan).

Employees instructing Adult Education (Adult Basic Education and High School Completion) programs.

2.
  - a. These employees shall be paid in accordance with their placement on the salary scale as determined by the provisions of this Collective Agreement in their respective districts.
  - b. Uncertificated employees shall be placed on the salary scale in accordance with the category and experience provisions of this Collective Agreement or, where such provisions are not found in this Collective Agreement, the practice in their respective districts as confirmed by the employer and the local.
  - c. Notwithstanding Articles B.3.2.a and B.3.2.b, where an hourly rate of pay in respect of a district produces a higher rate of pay than provided in Articles B.3.2.a and B.3.2.b, employees in that district who would benefit shall continue to be paid the higher rate until such time as the rate on the scale established by Articles B.3.2.a and B.3.2.b is higher. These employees shall not be entitled to further increment payments until that time but shall receive experience increment credit.

#### **ARTICLE B.4 EI REBATE**

1. The employer shall remit monthly to the BCTF Salary Indemnity Fund the proportionate share of the employment insurance premium reduction set out in the Previous Local Agreement. Where the proportionate share is not expressed in the Previous Local Agreement, the employer shall remit monthly to the BCTF Salary Indemnity Fund an amount consistent with the past practice of the local parties. The amount remitted on behalf of any employee shall not be less than 5/12 of said reduction.
2. The employer shall calculate each employee's share of the savings which have been remitted pursuant to Article B.4.1 above and include that amount as part of the employee's taxable income on the yearly T4 slip.

#### **ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN**

1. In this Article:
  - a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
  - b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.

7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
  - a. between September 1 and September 30 or December 15 and January 15 in any school year;
  - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

#### **ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE**

1. Effective July 1, 2006, the employer shall pay monthly to each employee eligible to participate in the BCTF Salary Indemnity Plan an allowance equal to 2.0% of salary earned in that month to assist in offsetting a portion of the costs of the BCTF Salary Indemnity Plan.
2. In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.
3. The BCTF agrees not to alter eligibility criteria under the Plan to include groups of employees not included as of July 1, 2006.

**ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS**

1. Private Vehicle Damage

Where an employee's vehicle is damaged by a student at a worksite or an approved school function, or as a direct result of the employee being employed by the employer, the employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of \$600.

2. Personally Owned Professional Material

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

- a. The loss or damage is not the result of negligence on the part of the employee claiming compensation;
- b. The claim for loss or damage exceeds ten (10) dollars;
- c. If applicable, a copy of the claim approval from his/her insurance carrier shall be provided to the employer;
- d. The appropriate Principal or Vice-Principal reports that the loss was sustained while on assignment for the employer.

*Note: Any and all superior or additional provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement*

**ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN**

PCA Article B.8.1 through B.8.10 is not applicable in SD. No. 06 (Rocky Mountain).

**Local Provisions:**

11. For Teachers who wish to be paid over twelve (12) months of the year, the District will offer a payroll deduction plan to accommodate such payment. Payments for July and August shall not qualify for mid-month advances.
12. Requests to either join or withdraw from the twelve-month payroll deduction plan must be made in writing to the District on or before September 15<sup>th</sup> of the school year in which the change is to take effect.

13. In the absence of written notification by September 15<sup>th</sup>, the teacher's pay period shall remain unchanged.

## **ARTICLE B.9 PAY PERIODS**

PCA Article B.9.1 through B.9.3 is not applicable in SD. No. 06 (Rocky Mountain).

### **Local Provisions:**

4. Teachers in the bargaining unit shall be paid in ten (10) monthly installments, commencing September. Upon written request a mid-month advance of up to 40% of the estimated monthly net salary shall be paid on the last teaching day on or before the 15<sup>th</sup> of the month. The month-end payment shall be made on the last teaching day of the month.

## **ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE**

1. An employee who is required by their employer to use their private vehicle for school district related purposes shall receive the following reimbursement:

Effective July 1, 2006 – 47 cents/kilometer

Effective July 1, 2007 – 48 cents/kilometer

Effective July 1, 2008 – 49 cents/kilometer

Effective July 1, 2009 – 50 cents/kilometer

2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use his/her personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.

PCA Article B.10.4 and B.10.5 is not applicable in SD. No. 06 (Rocky Mountain).

*Note: Any and all superior or additional provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement.*

### **Local Provisions:**

6. Teachers shall be paid the transportation allowance for travel when they work in more than one (1) school per day. Such allowance will be based on the return distance between the two (2) schools.

7. District based Teachers shall be paid the transportation allowance based on the return distance between the Board Office and the schools visited.

## **ARTICLE B.11 BENEFITS**

1. The Extended Health Care Benefit shall be amended to provide an unlimited lifetime maximum.

### **Local Provisions:**

2. General Benefits

- a. The District shall provide each Teacher with an application or enrollment form for participation in the medical, dental, extended health and group life insurance benefit plans, the Teachers' Pension Plan, and any other compulsory benefits plans. In the event a Teacher does not wish to participate in any particular benefit plan where enrollment is an option, the application or enrollment form must be so noted by the Teacher and kept on file by the District.
- b. Appendix A summarizes the benefit plans available to Teachers.
- c. The District shall assist Teachers in obtaining required benefits from the various benefit plans.
- d. Each Teacher shall have recorded on his/her monthly pay statement his/her accumulated sick leave.
- e. Deduction of premiums represents prepayment of benefit coverage to the end of the next teaching month.

3. Medical Services Plan:

The District shall pay eighty percent (80%) of the premium cost of the Medical Services Plan of B.C. for each full and part-time Teacher employed by the District.

4. Extended Health Care Plan:

- a. The District shall pay eighty percent (80%) of the premium cost of a mutually agreed upon Extended Health Care Plan for each full and part-time Teacher employed by the District.
- b. The plan will include the following coverage:
  - i. Vision care - to a maximum of \$200 every two years.



ii. Audio care - to a maximum of \$500 every five years.

5. Dental Plan:

- a. The District shall pay eighty percent (80%) of the premium cost of a mutually agreed upon Dental Care Plan for each full and part-time Teacher employed by the District.
- b. The plan will include the following coverage:
  - i. One hundred percent (100%) of Plan "A" basic service;
  - ii. Fifty percent (50%) of Plan "B" prosthetic appliance, crown and bridge;
  - iii. Fifty percent (50%) of Plan "C" orthodontics (lifetime limit of \$1,500).

6. Basic Life Insurance Plan:

The District shall pay eighty percent (80%) of the premiums of the Basic Life Insurance Plan for each full and part-time Teacher employed by the District.

7. Optional Group Life Insurance Plan:

The District shall administer the Optional Group Life Insurance Plan and deduct the total monthly premium from the salary of those Teachers participating in the plan.

8. Employee and Family Assistance Plan:

The District shall make available counseling services while maintaining strict confidentiality. This shall include counseling for Teachers (and their families) charged with child abuse and subsequently exonerated.

9. Benefit Plan Information and Changes:

The District shall provide the Association with a copy of the master agreements of teacher benefit plans administered by the District. The coverage under these plans shall not be altered or amended without agreement, nor the carrier changed without consultation, with the Association.

## **ARTICLE B.12      CATEGORY 5+**

1. Eligibility for Category 5+
  - a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;
    - i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.
    - ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.
    - iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.
  - b. Post undergraduate diplomas agreed to by the TQS; or
  - c. Other courses or training recognized by the TQS.
2. Criteria for Category 5+
  - a. The eligibility requirements pursuant to B.12.1 must not have been used to obtain Category 5.
3. Salary Rate Calculation
  - a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6.
  - b. Where the salary rate for Category 5+ as at March 31, 2006 exceeds seventy-four percent (74%) of the difference between Category 5 and Category 6 as at April 1, 2006, the salary rate for Category 5+ as at March 31, 2006 shall remain.
  - c. Where the salary rate calculated pursuant to B.12.3.a exceeds the salary rate calculated pursuant to Letter of Understanding No. 11, the salary rate calculated pursuant to B.12.3.a shall be implemented.
4. Application for Category 5+
  - a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to B.12.1 and B.12.2 and the assignment of employees to Category 5+.

- b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to B.12.1 and B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

### **Transition Process**

Note 1:

1. In school districts where Category 5+ existed on June 30, 2006:
  - a. This Article shall be effective September 1, 2007 at which time the criteria and processes in effect at June 30, 2007 shall no longer be applicable.
  - b. Notwithstanding the above and the provisions of this Article, all employees assigned to Category 5+ as at June 30, 2007 shall be deemed to possess the qualifications as per this Article.
2. In school districts where Category 5+ is being newly implemented:
  - a. This Article shall be effective retroactively to April 1, 2006. Employees shall have until June 30, 2008 to submit to the employer the TQS Category 5+ Card for payment of a retroactive salary adjustment.

Note 2:

Upon the conclusion of the Transition Process above, the provisions of this Article shall supersede and replace all previous provisions which addressed the same or similar matters.

See Letter of Understanding No. 14 for additional transition provisions.

### **ARTICLE B.20 INITIAL PLACEMENT ON SALARY SCALE**

Except as otherwise provided in this agreement, the salary schedule(s) found in this agreement in Article B.1 provides remuneration for all persons covered by this agreement according to their qualifications established in years of preparation and certification and their years of experience.

1. At the time of appointment the District shall advise the Teacher of the documentation required to establish initial scale placement and of the requirement to advise the District if any delay is expected in acquiring such documentation.
2. The District will accept as proof of professional qualifications, preparation or training for placement within a salary category a statement acknowledging or verifying such professional qualifications, preparation or training issued by the Teachers' Qualification Service.

3. Until the proper documentation is received the Teacher shall be paid at the lowest point on the salary grid. Upon receipt of the documentation described above, the Teacher shall be assigned the appropriate place on the salary grid retroactive to a maximum of one calendar year. Where, upon appeal to the Liaison Committee, it is determined that the receipt of documentation has been delayed due to circumstances beyond the control of the Teacher, the Teacher shall be assigned the appropriate place on the salary grid retroactive to his or her starting date with the District. The Teacher shall be so advised of his or her placement in writing.

#### **ARTICLE B.21 CATEGORY CHANGE**

A Teacher who successfully completes a program resulting in a change of certification and/or salary category, and provides documentary proof of such change of certification or salary category, shall have their pay adjusted, retroactively if necessary, to the effective date of eligibility. A Teacher awaiting official proof for certification or salary category change must notify the Secretary Treasurer of School District No. 6 (Rocky Mountain), in writing within thirty (30) days of the program completion, that such a change has been applied for.

#### **ARTICLE B.22 LETTER OF PERMISSION**

1. Prior to applying for a letter of permission, the District shall inform the Association, in writing, of its intent to apply for said letter.
2. Persons holding Letter of Permission shall be placed on the lowest step of the salary grid. Related experience, if applicable, shall be granted in accordance with Section B Article 23 (Experience Recognition) of this agreement.

#### **ARTICLE B.23 EXPERIENCE RECOGNITION**

1. Full credit shall be granted for teaching experience in schools operated under provincial authorities or comparable authorities in the British Commonwealth or the United States of America, subject to:
  - a. a minimum of eight (8) months full-time employment during a school year is required to constitute a year's experience.
  - b. Substitute teaching shall accumulate for experience credit, with sixteen (16) days of substitute teaching equaling one month of experience.

- c. Periods of short-term temporary, continuing full-time appointments, and substitute teaching shall be added together for accumulation of years of experience credit. Each ten (10) months of such appointment shall constitute one year's experience credit. Accumulation of substitute teaching experience credit shall commence November 1, 1990.
  - d. Appointments on a regular part-time basis for a full school year constitute credit proportionate to the time worked. When converting such experience to full-time credit, if the cumulative percentage over a consecutive four (4) year period equated to at least eight (8) months of full-time employment, one (1) year's experience is credited.
  - e. Service as a teaching member of a recognized Faculty of Education, as recognized by the Ministry of Advanced Education and Job Training for certification purposes, shall carry full experience.
2. Teaching and related experience shall be credited as in Clause 1 of this Article for service in:
- a. Department of National Defense Schools;
  - b. a school while on an approved exchange; and
  - c. service as a Teacher with Canadian Universities, Service Overseas or the Canadian International Development Agency.
3. Experience credit shall be earned for:
- a. secondment to the Association, the British Columbia Teachers' Federation, or the Canadian Teacher's Federation;
  - b. secondment to the Ministry of Education;
  - c. secondment to a recognized university or college;
  - d. secondment to the College of Teachers;
  - e. short term leaves of absence for less than one year other than general personal leave and parenthood leave;
  - f. absence while on paid sick leave, extended sick leave or WCB leave; and
  - g. absence while on maternity leave.

4. Years of experience in an occupation or occupations closely related to his/her main teaching subject or subjects may be recognized for placing the Teacher on the salary scale. Each two (2) years of such experience, if recognized, shall be recognized as one year of teaching experience to a maximum of five (5) years.
5. During any school year while this agreement is in effect the years of teaching experience of a Teacher shall be computed to June 30 and January 31.
6. In the event that a Teacher wishes to appeal his/her placement on the salary scale, for experience, the Teacher must apply in writing to the Liaison committee, through the Superintendent for adjustment. In the event that the matter is not satisfactorily resolved and the Teacher wishes to appeal further, the grievance procedure will apply. Any successful appeal of a placement on the salary scale shall be retroactive only to the start of the month in which the Teacher's appeal was submitted.

**ARTICLE B.24 PART-TIME TEACHERS PAY AND BENEFITS**

1. Teachers on part-time continuing appointment or part-time temporary appointment may request full-time continuing appointment in accordance with Article E.20 (Posting and Filling Vacant Positions).
2. Part-time Teachers shall be paid that portion of their regular scale placement that relates to the portion of the instructional week worked.
3. Part-time Teachers shall be eligible to participate in all benefit plans, except where the carrier disallows such participation.
4. Part-time Teachers shall accumulate and be eligible to use sick leave in the same proportion as that determined for payment of salary.
5. Full-time Teachers who receive a leave of absence in order to teach part-time may purchase pensionable service for the portion of time that they are on leave at no cost to the District.

**ARTICLE B.25 POSITIONS OF SPECIAL RESPONSIBILITY**

1. Department Heads:  
The annual allowance for each Department Head at Secondary Schools shall be:

July 1, 2006:	2.5% increase:	\$1,045.50
July 1, 2007:	2.5% increase:	\$1,071.64
July 1, 2008:	2.5% increase:	\$1,098.43
July 1, 2009:	2.5% increase:	\$1,125.89
July 1, 2010:	2.0% increase:	\$1,148.41

2. Administrative Officer Designates:

a. Each school will have identified an Administrative Officer Designate in September of each school year. Such an appointment will be for the school year. The process to select/elect the Administrative Officer Designate will be determined at a staff meeting. A Teacher has the right to refuse to act as an Administrative Officer Designate except in emergencies.

b. Administrative Officer Designates shall receive an annual allowance of:

July 1, 2006:	2.5% increase:	\$522.75
July 1, 2007:	2.5% increase:	\$535.82
July 1, 2008:	2.5% increase:	\$549.22
July 1, 2009:	2.5% increase:	\$562.95
July 1, 2010:	2.0% increase:	\$574.09

c. In addition to Article B.25.1.b, on the third and subsequent successive days of an Administrative Officer's absence from duty, a Teacher on Call shall be employed to assume the regular duties of the Administrative Officer Designate and the Administrative Officer Designate shall be paid an additional allowance as follows:

PER DAY	July 1, 2006 2.5% increase:	July 1, 2007 2.5% increase:	July 1, 2008 2.5% increase:	July 1, 2009 2.5% increase:	July 1, 2010 2.0% increase:
Secondary Schools	\$ 99.32	\$ 101.80	\$ 104.35	\$ 106.96	\$ 109.10
Elementary and Middle Schools	\$ 46.00	\$ 47.15	\$ 48.33	\$ 49.54	\$ 50.53

d. Where schools have more than one (1) Administrative Officer, the above amounts will only be paid in the absence of both. Where only one (1) position is vacant then 40% of the above amount will be payable.

3. Bachelor of Education:

In addition to the annual basic salary, a Category 4 teacher shall be paid an annual bonus of \$300.00 in ten (10) equal installments with salary, for holding the degree of Bachelor of Education (Elementary) (British Columbia or equivalent).

4. District Resource Centre Coordinator:

a. In addition to an annual basic salary calculated on the basis of the type of teaching certificate held and years of experience, the District Resource Centre Coordinator shall be paid an annual allowance of:

July 1, 2006:	2.5% increase:	\$3,843.75
July 1, 2007:	2.5% increase:	\$3,939.84

July 1, 2008:	2.5% increase:	\$4,038.34
July 1, 2009:	2.5% increase:	\$4,139.30
July 1, 2010:	2.0% increase:	\$4,222.09

- b. All responsibilities and duties pertaining to the position are to be included within the allowance, and no extra monies or time benefits shall accrue for services rendered.

5. Newly Created Positions:

- a. Any position not described in the current contract or any position reclassified during the life of this contract shall be considered a new position.
- b. Salary allowances and bonus schedule (if applicable) must be negotiated with the Liaison Committee and agreed to by both parties. Should the parties fail to reach agreement, the matter will be referred to Article A.6 (Grievance Procedure).

6. Allowance Payments:

All allowances shall be paid in equal installments in accordance with established pay procedures and Article B.9.4 of this agreement.

**ARTICLE B.26 MOVING / RELOCATION ALLOWANCE**

Where a District initiated transfer results in a Teacher being transferred to or from Canal Flats and it is reasonable for the Teacher to relocate into or out of Canal Flats, the District shall pay moving and relocation expenses of the Teacher.

**ARTICLE B.27 PART MONTH PAYMENTS AND DEDUCTIONS**

1. The rate of deduction for a day without pay shall be a day's pay as defined in Article A.21.
2. A Teacher shall be paid 1/10 of current annual salary in respect of each month in which the Teacher works all prescribed school days that month.
3. For purposes of the above clause, any prescribed day on which the Teacher is on authorized leave of absence shall be deemed to be a day of work and deductions, if any, which are authorized by this agreement (or statutes) in respect of such leave of absence shall be made from the monthly payment.



4. In the event that a Teacher commences work on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment for that month shall be the greater of the following amounts:
  - a. The days worked in proportion to the number of prescribed days for that month times the monthly income; or
  - b. the days worked times a day's pay as defined in Article A.21.

#### **ARTICLE B.28 NO CUTS IN SALARY**

No Teacher shall suffer a reduction in salary or benefits as a result of implementation of this contract.

#### **ARTICLE B.29 PAYMENT FOR WORK BEYOND REGULAR WORK YEAR**

1. Any work requested by the District and performed by Teachers covered by this agreement, beyond the Teacher's work year as set out in the School Calendar, shall be with the Teacher's agreement.
2. A request for work that is an extension of the Teacher's assignment shall not require posting. The District agrees to inform the Association, as soon as practicable, that work beyond the regular work year will occur or has occurred.
3. If the work requested in item 2 requires that the Teacher travels more than twenty (20) km. from their normal work site, they shall be reimbursed for traveling costs, accommodation, meals and other expenses incurred upon submission of an expense voucher.
4. Saturday School and Summer School:
  - a. The assignment shall be posted in accordance with Article E.20 - Posting and Filling Vacant Positions.
  - b. Expectations and hours of work will be negotiated with the Association prior to posting.
  - c. No Teacher shall be required to work with students in potentially hazardous situations for which the Teacher has not been trained or prepared.
5. Pay shall be at the proportionate share of the Teacher's per diem rate, and all other benefits and conditions provided by this agreement shall apply to such work.

**ARTICLE B.30 PAYMENT OF COLLEGE FEES**

1. The District shall, on behalf of all continuing and temporary Teachers in its employ, assume the full cost of the annual fees required for membership in the B.C College of Teachers established under the Teaching Professional Act, to a maximum of \$40.00 and remit the same to the College when notified of the fees by the College.
2. Teachers-on-Call who have been employed by the District for more than forty (40) full days in any school year shall be reimbursed for their annual fees required for membership in the B.C. College of Teachers, to a maximum of \$40.00.

**ARTICLE B.31 DEATH BENEFITS**

1. The Board shall continue to provide the medical, extended health and dental benefits to the dependents of a deceased Teacher for a period of three (3) months after the death of the Teacher. The dependents shall be notified of the terms of this provision when such benefits are paid.
2. In the event of the death of a Teacher, the Board shall pay the complete salary for the month in which the Teacher dies plus ten percent (10%) of the Teacher's existing salary to the widow, widower or beneficiary of the deceased, or to the estate if there is no widow, widower or beneficiary.

**ARTICLE B.32 BENEFITS WHILE ON LEAVE OF ABSENCE**

1. Provided the Teacher pays the appropriate share of the premium costs, the District will continue to pay its share of the cost of benefit premiums during the period:
  - a. a Teacher is absent on sick leave;
  - b. a Teacher is absent on maternity leave;
  - c. a Teacher is absent on medical leave and in receipt of B.C.T.F. Salary Indemnity Plan (short term);
  - d. a Teacher is absent on medical leave and in receipt of B.C.T.F. Salary Indemnity Plan (long term) to a maximum of one (1) year; and
  - e. a Teacher is absent on medical leave and in receipt of compensation from the Workers' Compensation Board to a maximum of one (1) year.
2. The premiums described in Clause 1 above only apply to those plans in which the Teacher was participating at the time the absence began and subject to the approval of the carrier.

3. A Teacher on any extended leave of absence not covered in Clause 1 above shall be entitled to continue benefit coverage by making payments to the District for his/her share and the District's share of the premiums of the benefit plan, subject to the approval of the carrier.

### **ARTICLE B.33 EARLY RETIREMENT PLAN**

1. The District shall provide an early retirement plan to teaching staff between the ages of 50 and 64 who are at maximum on the salary scale and who wish to cease their teaching career. It is the intent of the District to provide the plan at no cost to the District. This option is not available to Teachers pursuing teaching positions in another locale and must be exercised in a school year prior to the Teacher reaching age 65.
2. Teachers wishing to exercise this retirement plan must advise the Secretary Treasurer in writing prior to March 31 in the year of retirement.
3. The retirement allowance is based on the Teachers' salary category as follows:  
  
For a Teacher at 4/max. \$10,000  
For a Teacher at 5/max. \$12,000  
For a Teacher at 6/max. \$14,000
4. For part-time Teachers the incentive would be on a pro-rata basis using the Teacher's full time equivalent in the year of retirement.
5. Statutory deductions on this retiring allowance will be withheld at source on any such payment in accordance with the Income Tax Act.
6. The Board reserves the right to restrict the number of participants in the plan in any one year.
7. This plan will come into effect March 15, 1993 and will not be retroactive.

## **SECTION C      EMPLOYMENT RIGHTS**

### **ARTICLE C.1      RESIGNATION**

1.      An employee may resign from the employ of the employer on thirty (30) days' prior written notice to the employer or such shorter period as mutually agreed. Such agreement shall not be unreasonably denied.
2.      The employer shall provide the local with a copy of any notice of resignation when it is received.

### **ARTICLE C.2      SENIORITY**

1.      Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
2.      Porting Seniority
  - a.      Effective September 1, 2006 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to ten (10) years of seniority accumulated in other school districts in BC.
  - b.      Seniority Verification Process
    - i.      The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
    - ii.     The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
    - iii.    The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3.      Teacher-on-Call
  - a.      Effective April 1, 2006, a teacher on call shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.b.
  - b.      For the purpose of calculating seniority credit:

- i. Service as a teacher on call shall be credited one (1) day for each day worked and one-half (1/2) day for each half-day worked;
    - ii. Nineteen (19) days worked shall be equivalent to one (1) month;
    - iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.
  - c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with paragraph 1.
4. Effective July 1, 2006, an employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.
5. No employee shall accumulate more than one (1) year of seniority credit in any school year.
6. Any provision in the Previous Collective Agreement which provides a superior accumulation and/or application of seniority than that which is provided pursuant to this article, shall remain part of the Collective Agreement

*Note: The provisions of this Article supersede and replace all previous provisions which are inferior to this article.*

**Local Provisions:**

7. Principle of Security.

The District and the Association agree that increased length of service in the employment of the District entitles employees to commensurate increase of security of teaching employment.

8. Definition of Seniority:

- a.
    - i. In this agreement, "seniority" applies to employees with a continuing appointment and means an employee's aggregate length of service in the employment of the District. Any employee currently on continuing appointment with the District who has, in the past, taught for the District on a temporary appointment or as a substitute shall have that time included in his/her aggregate length of service. Part-time teaching shall be credited fully as if it were full-time service.

- ii. In addition to the foregoing, seniority shall also include seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than 1 year of seniority for any school year.
- b. When the seniority of two or more employees is equal pursuant to Article C.2.8.a, the employee with the greatest continuous present employment with the District shall be deemed to have the greatest seniority.
- c. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.b, the employee with the greatest aggregate length of service with another school authority recognized for salary experience purposes in this agreement shall be deemed to have the greatest seniority.
- d. Where two (2) or more employees have the same length of service, pursuant to Article C.2.8.c, their order of seniority will be determined by the date of receipt of their acceptance of appointment.
- e. For the purpose of this Article, leaves of absence in excess of one (1) month shall not count toward aggregate length of service with the District except:
  - i. short-term maternity, adoption leave, or parental leave (under the Employment Standards Act);
  - ii. leave for service with the College of Teachers;
  - iii. leave for duties with the Association, the British Columbia Teachers' Federation or the Canadian Teachers' Association;
  - iv. secondment to the Ministry of Education, a Faculty of Education or pursuant to a recognized teacher exchange program;
  - v. long-term sick leave and WCB leave;
  - vi. leave for teaching with the Department of National Defense or Canadian Universities Service Overseas; and/or
  - vii. deferred salary leave.
  - viii. compassionate care leave (Article G.2)
- f. For the purposes of this Article, continuity of service shall be deemed not to have been broken and aggregate length of service shall not accumulate for purposes of long term leave by:

- i. long-term maternity leave in excess of the leave provided under the Employment Standards Act;
  - ii. long-term adoption leave;
  - iii. leave for elected Municipal, Provincial or Federal Office;
  - iv. lay-off and re-engagement pursuant to this Article;
  - v. leave of absence approved by the District except as in paragraph (e) above; and/or
  - vi. parenthood leave.
- g. Legislated Amalgamation
- i. Effective July 1, 2002, the seniority calculations in the Article (C.2.8) shall apply to all teachers in the district, but shall not be used to retroactively recalculate seniority for Teachers who have accrued seniority according to the terms and provisions of the Golden and/or Kimberley previous Local Agreements.
  - ii. Teachers employed prior to July 1, 2002 in the Golden and Kimberley zones shall carry forward all seniority, calculated according to the previous Golden and Kimberley local agreements, and accrued to June 30, 2002.
  - iii. Teachers newly appointed to continuing positions after July 1, 2002 shall be granted seniority earned for service prior to July 1, 2002 calculated in the same manner as other teachers in their respective zones.
  - iv. Teachers wishing to appeal calculations of seniority accrued to June 30, 2002 must do so before November 30, 2002.
  - v. From the district seniority list, for the purposes of implementing “zonal” assignment of teachers, the Board shall maintain zonal administrative lists of the teachers employed within each zone by rank of seniority. *(Please note: This is in accordance with Clause 3 of the Provincial Letter of Understanding, Re: Section 4 of Bill 27).*

- vi. Effective July 1, 2002 the adult education positions in Radium and Golden, and the teachers currently holding those positions, shall be considered as part of the Windermere and Golden zones respectively and this designation shall be reviewed at the request of either party. *(Please note: This clause is subject to the parties reaching agreement on the terms and conditions of employment for the Adult Education employees in the Kimberley Zone in accordance with Clause 9 of the Provincial Letter of Understanding, Re: Section 4 of Bill 27 and will take effect at such time).*
- vii. Effective July 1, 2002, the adult education positions in Canal Flats, Cranbrook and Elko and the teachers currently holding those positions, shall be considered as part of the Kimberley zones, and this designation shall be reviewed at the request of either party. *(Please note: This clause is subject to the parties reaching agreement on the terms and conditions of employment for the Adult Education employees in the Kimberley Zone in accordance with Clause 9 of the Provincial Letter of Understanding, Re: Section 4 of Bill 27 and will take effect at such time).*

9. Seniority List:

The District shall provide the Association with a copy of the District Seniority List and the Zonal Administrative Lists by September 30<sup>th</sup> and an update in the spring, by April 30<sup>th</sup> of each year.

### **ARTICLE C.3 LAYOFF, RECALL, SEVERANCE PAY**

1. Definition of Qualifications:

- a. In this Article "necessary qualifications" in respect of a teaching position means a reasonable expectation, on the part of the Superintendent, based on the certification, training, education, capability and experience of a Teacher, that the Teacher will be able to perform the duties of the position in a satisfactory manner following a reasonable period of familiarization.
- b. Should any questions arise as to where a Teacher has or does not have the necessary qualifications for a particular teaching position, the question shall be referred to the Liaison Committee.
- c. A majority decision of the Liaison Committee shall be forwarded to the Teacher(s) and the District. The decision shall be final and binding.
- d. Where the Liaison Committee is unable to reach agreement, the matter may be referred to arbitration.



2. Security of Employment based on Seniority and Qualifications:

- a. When, for educational or budgetary reasons, the District determines that it is necessary to reduce the number of Teachers employed by the District, the Teachers to be retained on the teaching staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
- b. The District shall give each Teacher it intends to lay off pursuant to this Article a minimum of thirty (30) calendar days notice in writing. Such notice will be effected at the end of a school term or semester (June 30, December 31 or January 31). Such notice will contain a reason for the lay-off and a list of teaching positions where a Teacher with less seniority was retained. The District shall concurrently forward a copy to the Association.

3. Teacher's Rights to Recall:

- a. When a position on the teaching staff of the district becomes available, the district shall notwithstanding any other provision of this agreement, first offer re-engagement to the teacher who is on the recall list in the zone where the position is available, and who has the most seniority in that zone among those laid off pursuant to this Article, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers, within the zone, who have been terminated pursuant to this Article. This process shall then be repeated for teachers from other zones in accordance with the district seniority list.
- b. A Teacher who is offered recall pursuant to Article C.3.3.a shall inform the District whether or not this offer is accepted, within one week of the receipt of such offer.
- c. A Teacher who is not able to accept a teaching position offered to him/her under this Article, because of attendance at university, or eligibility for maternity or parental leave, shall not lose his or her rights to recall.
- d. The District shall allow ten (10) days from an acceptance of an offer under Article C.3.3.b for the Teacher to commence teaching duties, provided that, where the Teacher is required to give a longer period of notice to another employer, such longer period shall be allowed. The District may employ a temporary or Teacher-on-call for the position until the Teacher accepting the position is available.

- e. A Teacher's right to recall under this Article is lost if:
  - i. the Teacher elects to accept severance pay under Article C.3.7;
  - ii. the teacher refuses to accept two (2) offers of continuing positions of equal or greater percentage of time for which he/she possesses the necessary qualifications, excepting a teacher as described in Article C.3.3.c, provided the positions are within the zone from which he/she was laid off and are within 60 kilometres of the Teacher's place of work at the time of lay-off;
  - iii. twenty-seven (27) months have elapsed from the date of lay-off under this Article and the Teacher has not been recalled. It is the responsibility of the Teacher to ensure that the Secretary Treasurer is informed in writing of his/her current address.
- f. Upon re-engagement, a Teacher on the recall list shall be entitled to a continuing appointment to the teaching staff of the District.
- g. If a Teacher accepts a temporary position while on the recall list and a continuing position becomes vacant for which the Teacher is qualified, the Teacher is deemed not to have lost his/her position on the recall list for this continuing position.

4. Recall List:

The District shall maintain a district recall list as well as zonal recall lists. Copies of that list will be sent to each person on that list and the Association at least once during the fall by October 15<sup>th</sup> and once during the spring term by April 30<sup>th</sup> each year.

5. Sick Leave:

A Teacher recalled pursuant to this Article shall be entitled to all sick leave credit accumulated at the date of lay-off.

6. Benefits:

A Teacher who retains rights of recall pursuant to Article C.3.3 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this agreement by payment of the full costs of such benefits to the District, subject to the approval of the benefit carrier.

7. Severance Pay:

- a. A Teacher on continuing appointment who has one (1) or more years of continuous employment and who is laid off may elect to receive severance pay at any time before the Teacher's right to recall is lost.
- b. Severance pay shall be calculated at the rate of eight percent (8%) of his/her current full-time equivalent annual salary for each ten (10) months of service, or part thereof, with the District up to a maximum of one (1) year's current full-time equivalent salary.
- c. A Teacher who receives severance pay pursuant to this Article and who is subsequently re-hired by the Board, shall retain any payment made under the terms of this Article, and in such case, for purposes only of Article C.3.7.b, the calculation of years of service shall commence with the date of such re-hiring.

8. Severance Pay Ineligibility:

- a. A Teacher who is on the recall list and is subsequently recalled and accepts the position is not eligible for severance pay unless subsequently laid-off pursuant to the provisions of this Article.
- b. A Teacher who is on the recall list and refuses to accept two (2) positions for which the Teacher possesses the necessary qualifications that are within the zone from which he/she was laid off and are within 60 kilometers of the Teacher's place of work at the time of lay-off, is not eligible for severance pay.
- c. A Teacher who is on the recall list who has been laid-off from a part-time position of less than 0.5 F.T.E. would be ineligible for severance pay if two (2) positions under thirty (30) km from the Teacher's place of work, at the time of lay-off, are refused.

9. Disputes:

Any questions regarding the interpretation or enforcement of this Article shall be subject to the procedures of grievance/arbitration of this agreement.

**ARTICLE C.20      CONTRACTS OF EMPLOYMENT**

1.      Continuing

Except as provided in this Article, all Teachers appointed by the District to the teaching staff of the District shall be appointed on a continuing contract of employment.

2.      Temporary:

- a.      The District may appoint a Teacher to a temporary appointment as defined in Article A.21.
- b.      The District agrees to provide the Association no later than October 1 in any school year with a list of Teachers hired on temporary contract for the school year, and a list of positions the District considers temporarily vacant for the school year.
- c.      When, for educational or budgetary reasons, the District determines that it is necessary to reduce the number of Teachers employed by the District, a temporary Teacher's contract may be terminated on thirty (30) calendar days notice.
- d.      A temporary Teacher who has been laid off during the term of his/her contract shall have recall rights up to and including August 31 of the following school year.
- e.      For recall purposes only, the seniority of a Teacher on temporary contract will be his/her aggregate length of any teaching service with the District.
- f.      Notwithstanding paragraph (e) above, no Teacher on temporary contract will be deemed to have seniority for recall purposes greater than that of any Teacher who has been laid off from a continuing contract.

**ARTICLE C.21      DISMISSAL AND DISCIPLINE BASED ON JUST AND REASONABLE CAUSE**

- 1.      For purposes excluding dismissal under Article C.22 the following procedures shall apply.
- 2.      The District shall not discipline or dismiss any person bound by this agreement except for just and reasonable cause.
- 3.      The Teacher shall be advised of the right to be accompanied by a representative of the Association at any meeting during which disciplinary action will be considered.

4. Where a Teacher is under investigation by the District for any cause, where suspension or dismissal may result, the Teacher and the Association shall be advised in writing of that fact and of the particulars of any allegations immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation and in any event shall be notified of those matters at the earliest reasonable time and before any action is taken by the Board. The employee shall be advised of the right to be accompanied by a representative of the Association at any meeting in connection with such investigation.
5. The District shall not suspend or dismiss any person bound by this agreement, other than a suspension to which Section 15(5) of the School Act applies unless it has prior to considering such action, held a meeting of the Board or a committee of the Board with the Teacher entitled to be present, in respect of which:
  - a. the Teacher and the Association shall be given seventy-two (72) hours notice;
  - b. at the time such notice is given the Teacher and the Association shall be given a written statement of the grounds for the contemplated action and all documents available at that time that will be considered at the meeting;
  - c. the Teacher or a representative of the Teacher may file a written reply to the allegations prior to the meeting;
  - d. at such meeting the Teacher has the right to be accompanied by representatives and/or advocate appointed by the Teacher or the Association, and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the District, to call witnesses, and to question any person presenting evidence to the District; and
  - e. the decision of the District shall be communicated in writing to the Teacher and the Association and, where the decision is to discipline or dismiss the Teacher, shall contain a full and complete statement of the grounds for the decision.
6. Where a Teacher is suspended under Section 15(5) of the School Act, the District shall prior to taking further action under Section 15(7) of the School Act, hold a meeting in accordance with the foregoing provisions, unless the right to such meeting is waived by the Association, acting on the Teacher's behalf.
7. Where a Teacher is suspended or dismissed, no information in respect of the suspension or dismissal shall be released to the public or the media prior to consultation with the Association.
8. Should the Teacher or the Association wish to appeal the decision of the Board this will be done through the Grievance Procedure (Article A.6).

9. Where the action which initiated the suspension or dismissal of a Teacher is not substantiated the Teacher shall be reinstated to his/her position. Where there has been loss of income, appropriate compensation shall be mutually agreed upon by the Board and the Teacher. At the Teacher's request, a representative of the Association will be present at negotiations for compensation. If agreement is not reached, an appeal may be made through the Grievance Procedure (Article A.6).

## **ARTICLE C.22 DISMISSAL AND DISCIPLINE BASED ON PERFORMANCE**

1. The Board shall not dismiss a Teacher on the basis of less than satisfactory performance of teaching duties except where the Board has received at least three (3) consecutive less than satisfactory reports, or in the case of a Teacher in the first year of employment with the Board, two consecutive less than satisfactory reports pursuant to Article C.23 (Evaluation of Teachers) of this agreement indicating that the learning situation in the class or classes of the Teacher is less than satisfactory.
2. The reports referred to in Article C.22.1 shall have been prepared in accordance with the process established in Article C.23 of this agreement, and in accordance with the following conditions:
  - a. the reports shall have been issued in a period of not less than twelve (12) or more than thirty-six (36) months, other than in the case of a Teacher in his/her first year of employment when the period shall be not less than five (5) months;
  - b. at least one of the reports shall be a report of the Superintendent of Schools;
  - c. the reports shall be written by two (2) different evaluators; and
  - d. the reports shall be written independently of each other, shall be based solely on the evaluator's own observations, and the report writers shall not collaborate with regard to the results.
3. Where a Teacher in his/her second or subsequent year of contract receives a less than satisfactory report, the Teacher may:
  - a. request a transfer, in which case the Board shall make all reasonable efforts to arrange the transfer of the Teacher to a mutually agreeable assignment or school; or
  - b. request and be granted leave of absence for a period of up to one (1) year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation shall be undertaken not less than three (3) months nor more than six (6) months after the Teacher has returned to teaching duties.

4. Where the District intends to dismiss a Teacher on grounds of less than satisfactory teaching situation, it shall notify the Teacher and the President of the Association of such intention and provide an opportunity for the Teacher and his/her representative to meet with the Superintendent and the Board within fourteen (14) days of such notice.
5. Where subsequent to such meeting the Board (including the Superintendent) decides to dismiss a Teacher, it shall provide notice of dismissal of at least thirty (30) days or shall provide pay in lieu of notice. The Teacher shall be advised in writing on receiving notice of termination of the reason for such action.
6. Should the Teacher wish to appeal the decision, he/she may do so through Article A.6 (Grievance Procedure).

### **ARTICLE C.23 EVALUATION OF TEACHERS**

1. Three options are available for teacher evaluation:
  - a. regular evaluation;
  - b. confirmatory evaluation; or
  - c. professional growth plan.
2. A regular evaluation of a teacher shall occur:
  - a. in the first full year of the appointment;
  - b. following the request for a regular evaluation report by a teacher; or
  - c. as determined by the superintendent.
3. A confirmatory evaluation may occur at the request of the teacher after the first full year of appointment where, in the opinion of the evaluator responsible for the evaluation, the teacher is continuing to give more satisfactory service to the district.
4. Teachers will develop and/or review professional growth plans annually unless they are receiving a regular or confirmatory evaluation in which case the professional growth plan is an option.
5. Where a regular or confirmatory evaluation will occur, the terms of this article shall apply to the conduct of those evaluations.
6. The superintendent (or designate) shall notify, by October 15 of each school year, those teachers who are to receive a regular evaluation. Teachers who request a regular or confirmatory evaluation must notify their administrative officer by October 15.

7. Regular evaluation:
- a. Two (2) weeks in advance of the start of the evaluation process a pre-evaluation conference shall be held and the evaluator shall meet with the teacher to discuss the purpose of the evaluation, the approximate time span and the criteria to be used. The teacher shall be furnished with a copy of this evaluation procedure.
  - b. The process shall include:
    - i. a series of observations each followed by an observation conference;
    - ii. a post evaluation conference for review of the draft report;
    - iii. preparation of a final report;
    - iv. an opportunity for the teacher to submit a written commentary to be attached to the final report; and
    - v. filing of the final report.
  - c. A teacher evaluation report may be prepared on the teacher's general performance in the school and the learning situation in the teacher's classroom.
  - d. Reports shall reflect any significant discrepancy between the teacher's assignment, professional training and preference of teaching subjects and grades. It is the teacher's responsibility to bring these concerns to the attention of the evaluator.
  - e. The evaluation procedure shall include at least three (3) comprehensive classroom visits which reflect the teacher's major area of assignment. The teacher and the evaluator shall select the initial two (2) observation times by mutual agreement, each meeting being within a two (2) week time frame designated by the evaluator.
  - f. A report shall be filed by April 30 of the school year in which it is prepared.
  - g. Where appropriate the evaluator and the teacher shall develop jointly a plan for improving instruction. Such a plan shall be made available to the teacher and shall be adequately funded and completed before another report is initiated. No follow-up formal evaluation shall occur in less than twenty (20) teaching days.
  - h. Involvement or non-involvement of a teacher in extra-curricular activities is outside the scope of the formal evaluation report unless requested by the teacher.



- i. When the processes set out in this Article are not appropriate to the nature of the teacher's assignment (i.e. a non-classroom assignment), the evaluator shall discuss with the teacher and the association the alternate process and criteria which shall be followed.
8. Confirmatory evaluation:
  - a. The process followed in the preparation of a confirmatory evaluation will conform to that used in a regular evaluation.
  - b. A confirmatory evaluation will normally include three (3) or fewer classroom observations.
  - c. A confirmatory evaluation will be completed using the same format used for regular evaluation but will generally be less detailed and shorter.
  - d. The first sentence of a confirmatory evaluation will be structured after the following:
    - e. "This is a confirmatory evaluation of the performance of (name of teacher)."
9. Professional Growth Plan:

The teacher involved in the professional growth plan model will do so in accordance with "the Rocky Mountain School District Professional Growth Plan".
10. Nothing in this Article shall preclude:
  - a. Any visits to the classroom by the superintendent (or designate(s)) at any time for supervision or any other purpose other than formal evaluation.
  - b. Any communications from the superintendent (or designate[s]) to teachers in respect of their general performance in the school.

## **ARTICLE C.24 PART-TIME TEACHERS' EMPLOYMENT RIGHTS**

1. A Teacher with a full-time appointment to the teaching staff of the District may without prejudice to that appointment request a part-time assignment, specifying the fraction of time requested, and the length of time for which the part-time assignment is requested. The District shall not unreasonably refuse such a request.

2. When the request under Article C.24.1 is granted by the District, the Teacher shall be on leave of absence status in respect of the balance of the full-time appointment and shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the District has made the part-time assignment. The Teacher may return to a full-time assignment at an earlier date or may extend the period of part-time teaching, by agreement with the District, if reasonable notice of the request for earlier or later return has been given.
3. A Teacher with a part-time appointment may without prejudice to that appointment request an additional temporary part-time appointment for a specified fraction of time.

#### **ARTICLE C.25      JOB SHARING ASSIGNMENTS**

Two Teachers employed by the District may jointly request a specified job-sharing assignment in respect of a single full-time position. The request shall not be unreasonably refused. Where the request is granted:

1. salary shall be pro-rated according to the percentage of time worked by each Teacher, and
2. each Teacher is considered to be on leave of absence with respect to the time not worked.

#### **ARTICLE C.26      TEACHER-ON-CALL HIRING**

1. The hiring and deployment of Teachers-on-call is the responsibility of the District.
2. The District may appoint persons without a certificate only in the event that no Teacher-on-call is available who possesses the necessary qualifications for the assignment.
3. The District shall maintain a list of Teachers-on-call who have requested on an annual basis to be placed on that list and have been approved by the Superintendent or designate.
4. The District may during the approval process restrict the placement of a Teacher-on-call to teaching at certain schools, age levels or subject areas.
5. Once a Teacher-on-call is placed on the list, if the District further restricts the Teacher-on-call's assignments other than requested by the Teacher-on-call, such as teaching at a specific school, age level or subject area, or removes the Teacher-on-call from the list, then the Association and the Teacher-on-call shall be provided reasons in writing.
6. The District shall not remove a Teacher-on-call from the list of Teachers-on-call or restrict a Teacher on the list of Teachers-on-call save for just and reasonable cause.

7. The District shall forward a copy of a list of Teachers-on-call to the Association by September 30th of each year and shall make available throughout the year a current list of Teachers-on-call upon request.

## **SECTION D      WORKING CONDITIONS**

**ARTICLE D.1      INTENTIONALLY LEFT BLANK, REMOVED BY LEGISLATION**

**ARTICLE D.2      INTENTIONALLY LEFT BLANK, REMOVED BY LEGISLATION**

### **ARTICLE D.3      ALTERNATE SCHOOL CALENDAR**

1.      In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
2.      When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.
3.      The process outlined below in Article D.3.4 thru Article D.3.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
4.      If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.3.6 below for final and binding resolution.
5.      The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
6.      In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
7.      The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
  - i.      Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;

- ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - iv. The hearing shall commence within a further ten (10) working days; and
  - v. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

Note: BCTF will provide a list of acceptable arbitrators from the current list of arbitrators available through the Collective Agreement Arbitration Bureau.

#### **ARTICLE D.4 PREPARATION TIME**

PCA Article D.4.1 through D.4.3 is not applicable in SD. No. 06 (Rocky Mountain). See Article D.22.

#### **ARTICLE D.5 MIDDLE SCHOOLS**

1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.

5.
  - a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
  - b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
  - c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
    - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
    - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
    - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
    - iv. The hearing shall commence within a further ten (10) working days; and
    - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
6. Where a middle school program has been established on or prior to ratification of this Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

**ARTICLE D.20 INTENTIONALLY LEFT BLANK, REMOVED BY LEGISLATION**

**ARTICLE D.21 INTENTIONALLY LEFT BLANK, REMOVED BY LEGISLATION**

**ARTICLE D.22 INSTRUCTIONAL TIME AND PREPARATION TIME**

1. The instructional time shall be twenty-five (25) hours per week for full-time elementary Teachers and twenty-seven and one-half (27.5) hours per week for full-time secondary Teachers.
  - a. At the request of the staff with the support of the administration and with the approval of the District weekly instructional time may exceed the above guidelines (extended day) in order to accumulate additional non- instructional time.

- b. The use to which this additional non-instructional time shall be put is a joint decision of staff and Administration requiring the approval of both.
2. Instructional time shall be defined as scheduled time spent in the classroom instructing students plus
  - a. homeroom;
  - b. scheduled travel time between classes;
  - c. recess in elementary schools;
  - d. preparation time; and
  - e. other uses permitted by the School Act or Regulations.
3. Preparation time shall be scheduled as follows:
  - a. Twelve and one-half percent (12.5%) of in-classroom instructional time in each timetable week or cycle (one [1] block in eight [8]) for full-time secondary Teachers. The requirement that this preparation time be distributed evenly throughout the year will become effective July 1, 1993. Individual Teachers may elect to opt out of the requirement that preparation time be distributed evenly throughout the school year.
  - b. Ninety (90) minutes per week for full-time elementary Teachers.
  - c. Preparation time shall be pro-rated for part-time Teachers.
  - d. Except by mutual agreement, the preparation time for full-time Teachers shall be scheduled in modules of not less than thirty (30) minutes.
  - e. It will not be a violation of this agreement if preparation time normally scheduled for a particular day is not received by the Teacher due to the Teacher's absence from school, schools operating for less than a full week, non-instructional days, or early dismissal.
4. Except in emergency situations, Teachers, excluding Teachers-on-call, shall not be required:
  - a. to perform the instructional duties of a Teacher who is absent; and/or
  - b. to provide classroom supervision to the students of a Teacher who is absent.

5. During the term of the agreement no full-time Teacher will have his/her instructional time increased.

#### **ARTICLE D.23 REGULAR WORK YEAR FOR TEACHERS**

1. The regular work year for Teachers shall include the following working days for Teachers:
  - a. not more than one hundred ninety (190) teaching days, inclusive of the last day of the school year, on which students shall report for only a portion thereof, and
  - b. five (5) non-instructional days as set out in Article F.22, one of which may be utilized for parent-Teacher conferencing.

#### **ARTICLE D.24 SUPERVISION DUTIES**

1. Under normal operating conditions Teachers will not be required to perform noon supervision duties.
2. When operating conditions are not normal and additional supervision is required during the noon break, supervision duties may be assigned by the Administrative Officer or his/her designate.
3. During emergency conditions noon supervision may be organized by the Administrative Officer or his/her designate.
4. While Teachers are not required to provide noon supervision, the Association recognizes that the Teachers may cooperate in arranging for assistance in supervision for the lunch period.

#### **ARTICLE D.25 EXTRA-CURRICULAR ACTIVITIES**

1. Extra-curricular activities include those approved programs and activities of a voluntary nature that are beyond the provincially prescribed and locally determined curricula of the school and the duties of a Teacher as defined by the School Act and Regulations.
2. While the District and the Association agree that extra-curricular activities are an important aspect of school programs for pupils and encourage participation in extracurricular activities, it is recognized that extra-curricular activities are assumed by the Teacher on a voluntary basis.



**ARTICLE D.26      NUMBER OF PREPARATIONS**

1. In establishing the teaching assignments of secondary Teachers, consideration shall be given to minimizing the number of different courses for which each Teacher shall be required to prepare.
2. Consideration shall be made to place first-year Teachers in courses within their areas of educational specialization.

**ARTICLE D.27      HEALTH AND SAFETY**

1. The District commits itself to providing facilities that are clean, and in which the temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic, safe and conducive to effective learning.
2. The Association shall participate as a member of the District's Safety Committee.
3. Teachers have a duty to render assistance in an emergency.
4. Teachers shall not be called on to administer medication or perform medical procedures on a regular or predictable basis. Exceptional circumstances will be discussed with the Association.

**ARTICLE D.28      LOCAL ASSOCIATION INVOLVEMENT IN DISTRICT COMMITTEES**

The District shall continue its policy of involving the Association in a variety of advisory and Board committees.

**ARTICLE D.29      TEACHERS NEW TO THE DISTRICT**

1. Teachers new to the profession shall receive increased professional development considerations.
2. All Teachers new to the staff of the District shall receive, within the first thirty (30) days of commencing duties, an orientation provided by the school's Administrative Officer and the Association.
3. The orientation shall acquaint Teachers with the basic operation of the District and the school, including such expectations and procedures that the Teachers will be expected to meet.

## **ARTICLE D.30      TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS**

When school construction or major school renovations are planned, the District shall include Teacher representation in the planning process.

## **ARTICLE D.31      TECHNOLOGICAL CHANGE**

1. For the purposes of this agreement the term "technological change" shall be understood to mean changes introduced by the District in areas of automation, new equipment different in nature, type, application or quantity from that previously utilized, and language of instruction, where such change or changes affect the terms and conditions or security of employment of members of the Association or alters the basis on which the agreement was negotiated.
2. When the District intends to change the manner in which it carries out educational operations and services the District shall request a meeting with the Association to determine whether or not the intended change constitutes a technological change as defined herein.
3. When it is determined that a technological change is to be introduced, the District shall so notify the Association in writing. Such notice shall be given as far as possible in advance of, and at least ninety (90) days before the date on which the introduction of the technological change is intended to take effect.
4. The notice of intent to introduce a technological change shall contain:
  - a. the nature of the change;
  - b. the date on which the District proposes to effect the change;
  - c. the approximate number, type and location of Association members likely to be affected by the change;
  - d. the effects the change may be expected to have on Association members' working conditions and terms of employment; and
  - e. all other pertinent data relating to the anticipated effects on Association members.

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

5. When the District has notified the Association of its intention to introduce a technological change, the parties shall meet within the next thirty (30) days to reach agreement on solutions to the problems arising from this intended change and on measures to be taken by the District to protect the Association members from any adverse effects. Such agreement may include:
  - a. the provision of training or retraining to one or more Association members;
  - b. the transfer or reassignment of Association members to other assignments; and/or
  - c. the entering into of letters of agreement protecting Association members from anticipated health and safety effects.
6. When the parties agree to appropriate solutions to the problems arising out of intended technological changes, the solutions shall be prepared as a Letter of Agreement between the parties and such letters of agreement shall have the same effect as the provisions of the existing agreement and shall be subject to the grievance procedure.
7. Where the parties are unable to agree on appropriate solutions to the problems arising out of intended technological change, the matter shall be referred to Article A.6 (Grievance Procedure).

**ARTICLE D.32 INTENTIONALLY LEFT BLANK, REMOVED BY LEGISLATION**

**ARTICLE D.33 STAFF MEETINGS**

1. The right of Administrative Officers to schedule staff meetings is recognized. Such meetings shall, wherever possible, be scheduled in advance, on regular dates, include items submitted by staff members, and have actions recorded in written form.
2. Part-time and itinerant Teachers shall attend staff meetings whenever practicable.
3. The school staff Representative, elected in accordance with local Association procedures, shall be allocated time at school staff meetings.

**ARTICLE D.34 TEACHER-ON-CALL WORKING CONDITIONS**

1. A Teacher-on-call will not be expected to do supervision duty at the commencement of any teaching assignment.
2. During any non-instructional time that is in excess of the scheduled preparation time provided to the regular Teacher, the substitute Teacher may be assigned additional duties including the duties of another Teacher.

## **SECTION E PERSONNEL PRACTICES**

### **ARTICLE E.1 NON-SEXIST ENVIRONMENT**

1. A non-sexist environment is defined as that in which there is no discrimination against females or males by portraying them in gender stereotyped roles or by omitting their contributions.
2. The employer does not condone and will not tolerate any written or verbal expression of sexism. In September of each school year the employer and the local shall jointly notify administrative officers and staff, in writing, of their commitment to a non-sexist environment.
3. The employer and the local shall promote a non-sexist environment through the development, integration, and implementation of non-sexist educational programs, activities, and learning resources for both staff and students.

### **ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT**

#### **1. General**

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

## 2. Definitions

- a. For the purpose of this article harassment shall be defined as including:
  - i. sexual harassment; or
  - ii. any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or
  - iii. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates, or humiliates another person; or
  - iv. the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
  - v. such misuses of power or authority as intimidation, threats, coercion and blackmail.
- b. The definition of "sexual harassment" shall include:
  - i. any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
  - ii. any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
  - iii. an implied promise of reward for complying with a request of a sexual nature; or
  - iv. a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

## 3. Resolution Procedure

- a. Step 1
  - i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express his/her feelings about the situation.

- ii. Before proceeding to Step 2, the complainant may approach his/her administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to E.2.5 Informal Resolution Outcomes

b. Step 2

- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
- ii. The complaint should include specific behaviours which form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.
- iii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.
- iv. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

c. Step 3

- i. The employer shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.
- ii. The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

#### 4. Remedies

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
  - i. reinstatement of sick leave used as a result of the harassment;

- ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
  - iii. redress of any career advancement or success denied due to the negative effects of the harassment;
  - iv. recovery of other losses and/or remedies which are directly related to the harassment.
- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
  - c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.
  - d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
  - e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

## **5. Informal Resolution Outcomes**

- a. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
  - i. All discussions shall be solely an attempt to mediate the complaint;
  - ii. Any and all discussions shall be completely off the record and will not form part of any record;
  - iii. Only the complainant, respondent, and administrative officer shall be present at such meetings
  - iv. No discipline of any kind would be imposed on the respondent; and
  - v. The BCTF and its locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at meetings pursuant to E.2.5.a.

- b. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of E.2.5.a, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.
- c. In the circumstances where a respondent has acknowledged responsibility pursuant to E.2.5.a, the employer may advise a respondent of the expectations of behaviour pursuant to Article E.2 in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

## **6. Training**

- a. The employer, in consultation with the local, shall be responsible for developing and implementing an ongoing harassment and sexual harassment awareness program for all employees.

Where a program currently exists and meets the criteria listed in this agreement, such a program shall be deemed to satisfy the provisions of this article. This awareness program shall initially be for all employees and shall be scheduled at least once annually for all new employees to attend.

- b. The awareness program shall include but not be limited to:
  - i. the definitions of harassment and sexual harassment as outlined in this Agreement;
  - ii. understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
  - iii. developing an awareness of behaviour that is illegal and/or inappropriate;
  - iv. outlining strategies to prevent harassment and sexual harassment;
  - v. a review of the resolution of harassment and sexual harassment as outlined in this Agreement;
  - vi. understanding malicious complaints and the consequences of such;
  - vii. outlining any Board policy for dealing with harassment and sexual harassment;
  - viii. outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.



**ARTICLE E.20      POSTING AND FILLING VACANT POSITIONS**

1. An effort shall be made to recruit, select and assign the finest Teachers available to staff the schools in the District.
2. Prior to a position being posted consideration will be given to candidates in the following order of priority:
  - a. first within the geographical areas known as the “zones”;
    - i. reassignment of continuing teachers of that school or teachers returning to their assignment after completion of a leave of absence of up to one year,
    - ii. teachers returning from a leave of absence of more than one year, administrative officers returning to full-time teaching, teacher transfers, or teachers on the recall list
  - b. after all teachers within a zone described by the provisions in a, i and ii above have been assigned to positions for which they are qualified, the teachers employed in other zones within the district shall be considered for positions for which they are qualified in the following order of priority.
    - i. reassignment of continuing teachers of that school or teachers returning to their assignment after completion of a leave of absence of up to one year,
    - ii. teachers returning from a leave of absence of more than one year, administrative officers returning to full-time teaching, teacher transfers, or teachers on the recall list
3. Reassignment shall be based on the qualifications, training, experience, equitable distribution of workload, personal preference of the Teacher and the overall educational requirements of the school.
4. In this Article "vacancy" means an existing or newly created teaching assignment or position to which a Teacher is not assigned following the completion of item 2 above, and which the District intends to fill.
5. During the school year notification of all vacancies and new positions of twenty days duration or longer shall be:
  - a. posted in all schools of the District for a period of seven calendar days.
  - b. sent to all Teachers-on-call.

6. Consideration for Teachers with Term Appointments

After a position has been posted, consideration will be given to applicants within the zone, who have completed more than ten months of cumulative service with the district on temporary appointments within the past four years. Such consideration shall be given first to teachers within the zone, then to teachers from other zones within the district.

7. "Consideration" in item 6 shall be deemed to include an application review and an interview. Provided that these two requirements are met, the District will not be in violation of its obligations pursuant to any clauses that contain provision for "consideration".

8. If a position remains vacant after consideration of applicants from within the District, the position may be advertised outside the District.

9. In order to preserve the continuity of the Teacher/Pupil relationship, Teacher assignments as of September 15 will continue in place for the remainder of the school year except for the following circumstances:

- a. the Superintendent determines the change in assignment provides an overall education advantage to the school and/or District;
- b. budgetary or other considerations require the elimination of a position, the reassignment and/or the transfer of a Teacher,
- c. a qualified temporary or continuing part-time Teacher wishes to expand the number of his/her teaching hours and the Superintendent determines that such additional assignment is appropriate;
- d. the Teacher resigns by giving at least thirty days written notice;
- e. the Teacher is released for just and reasonable cause.

10. Vacancies that occur after the beginning of the school year will be filled on a temporary basis.

11. Applicants will be advised of the status of their application as soon as possible after it is known.

12. Members of the teaching staff of the District who have their request for transfer, reassignment or appointment refused will, upon request, promptly be given in writing, reasons for such refusal.

13. When the Teacher is of the opinion that the reasons given for the refusal for a request for transfer, reassignment or appointment are insufficient, the Teacher may appeal the decision to the Liaison Committee within ten days of receiving the written reasons for refusal. The Teacher may also pursue the matter through the Grievance Procedure.

#### **ARTICLE E.21 ASSIGNMENT IN SCHOOL**

1. Assignments within a school shall be based upon the qualifications, training, experience, performance in relation to available positions, personal preference of the Teacher and the needs of the school and the students. Special consideration will be given to the assignments of beginning Teachers.
2. Assignments will not be made for arbitrary or discriminatory reasons.
3. The teaching staff shall be consulted concerning timetable scheduling options prior to assignments being finalized.
4. Teachers shall be advised not later than June 15 of the proposed school timetables and assignments for the next school year, save when they are not known by the Administrative Officer due to circumstances not reasonably known to the District. If a change in assignment is made, the Teacher will be notified as soon as it is known.
5. Where a Teacher is reassigned to an assignment involving a significantly different grade level, subject area or specialty, the District shall provide adequate support, commensurate with the degree of change of assignment.

#### **ARTICLE E.22 OFFER OF APPOINTMENT TO THE DISTRICT**

1. Offers of appointment may be made by the Superintendent, Secretary-Treasurer, or an Administrative Officer.
2. Offers may be made verbally and are binding if verbal acceptance is received within forty-eight (48) hours.
3. Confirmation of appointment will be made with Contracts of Employment.

#### **ARTICLE E.23 TEACHER TRANSFERS**

1. Teacher initiated transfers:
  - a. Continuing Teachers who wish to apply for a transfer shall forward a written application to the Superintendent by March 31 indicating their preferences as to schools, levels and courses.

- b. Teachers shall be advised of the status of their transfer request not later than June 1.
  - c. If a request for transfer is not granted, a Teacher shall not be reassigned as a result of applying for a transfer.
2. District initiated transfers:
- a. The Superintendent or designate intending to recommend a transfer of a Teacher shall meet with and inform the Teacher of the nature of the proposed transfer and the reasons for it, at least seven (7) days prior to the recommendation being placed before the Board. The Teacher shall have the right to be accompanied by a member of the Association.
  - b. Within seven (7) days of being notified that the decision to recommend a transfer is confirmed the Teacher shall have the right to meet with the Board with an Association representative present.
  - c. A Teacher may agree to waive the time lines mentioned in items 2a. and 2b.
  - d. Transfers initiated by the District shall be completed no later than June 15 in a school year for the next school year, as far as practicable.
  - e. Where the District initiated the transfer of a Teacher to an assignment involving a significantly different grade level subject area or specialty, the District shall provide adequate support, commensurate with the degree of change of assignment.
  - f. If a District initiated transfer results from the reduction of a teaching position in a school the transfer shall be effected in reverse order of District seniority of the Teachers in that school consistent with the terms of Article C.2 Seniority and Article C.3 Layoff, Recall, Severance Pay.
    - i. A Teacher who is transferred under the terms of this Clause shall, during the following two (2) years, be offered priority of transfer to future vacancies in his/her existing grade level or subject/specialty area, second only to Teachers entitled to priority on returning from leave, unless the Teacher returning from leave otherwise agrees.
    - ii. A Teacher who is transferred under this clause prior to October 1 shall have the opportunity of returning forthwith to the position previously held in the event that the projected factors do not actually materialize.  
A Teacher may refuse a transfer, and elect to be placed on the recall list.

- g. Any Teacher who has been transferred at District request shall not be subject to a further transfer without agreement of the Teacher for three school years.
- h. A Teacher who believes he/she is being transferred for insufficient or improper cause can pursue the matter through the provisions of Article A.6 (Grievance Procedures).

#### **ARTICLE E.24 NO DISCRIMINATION**

- 1. There will be no discrimination against any applicant to a position covered by this agreement or against any member of the bargaining unit on the basis of race, color, creed, age, physical handicap, sex or sexual orientation, religious or political affiliation, national origin, marital status, whether she/he has children, or because he/she is participating in the activities of the Association, carrying out duties as a representative of the Association, or involved in any procedure to interpret or enforce the provisions of this agreement.
- 2. The District does not condone and will not tolerate any expression of racism.
- 3. The District does not condone and will not tolerate any written or verbal expression of sexism.

#### **ARTICLE E.25 PERSONNEL FILES**

- 1. There shall be only one personnel file for each Teacher, maintained at District offices. Any file relating to a Teacher kept at a school shall be consolidated with the District file when the Teacher leaves that school.
- 2. After receiving a request from a Teacher, the Superintendent, in respect of the District file; or the Administrative Officer of the school, in respect of any school file, shall forthwith grant access to that Teacher's file.
- 3. An appropriate District official shall be present when a Teacher reviews his/her file, and the Teacher may be accompanied by an individual of his/her choosing.
- 4. The District agrees that only factual material and material relevant to the employment of the Teacher shall be maintained in personnel files. A Teacher shall have the right to submit a written comment on any material contained in his/her personnel file. Such comments and any supporting documentation the Teacher submits shall be attached to and filed with all copies of the material.

5. Where material critical of the Teacher, or in the nature of a reprimand, is placed in the District or school file, the Teacher may request to have the material removed two (2) years after the filing, provided that no further material of that nature has been subsequently filed.
6. A Teacher shall be informed by the District if any material critical of that Teacher is placed in his/her file and shall receive a copy of the material.
7. Personnel files shall be in the custody of the Superintendent and shall not be accessible to other than appropriate officials of the School District.

#### **ARTICLE E.26 SCHOOL ACT APPEALS**

1. Before hearing any appeal, the District will encourage the parties to solve the problem at the level closest to its origin.
2. Where a pupil and/or parent/guardian files an appeal under the School Act (Section 11) and/or District By-law of a decision of a Teacher, or in connection with or affecting such Teacher:
  - a. the Teacher and the Association shall be immediately notified of the appeal and shall be entitled to receive all documents related to the appeal;
  - b. the Teacher shall be entitled to attend any meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Association; and
  - c. the Teacher shall have the opportunity to provide a written reply to any allegations contained in the appeal.
3. The District will refuse to hear any appeal which does not comply with its Appeal Bylaw.
4. No decision or by-law of the District shall deprive the Teacher of any right, benefit or process otherwise provided by law.

#### **ARTICLE E.27 FALSELY ACCUSED TEACHER ASSISTANCE**

1. When a Teacher has been accused of child abuse or sexual misconduct in the course of exercising his/her duties as an employee of the Board, and,
  - a. an arbitrator considering the dismissal or discipline of the Teacher finds for the Teacher, or

- b. the Teacher is charged but not convicted of criminal offenses in relation to the accusation; the Teacher shall be entitled to assistance from the Board as provided for in this Article.
2. The Teacher, together with the Superintendent of Schools, the Board and the President of the Association shall establish a plan of assistance to facilitate the Teacher's successful return to work.
3. Such assistance could include individual/family counseling, short-term paid leave of absence for the Teacher, position transfer, and upon request by the Teacher, provision of factual information to parents and students.

## **SECTION F      PROFESSIONAL RIGHTS**

### **ARTICLE F.20      EDUCATIONAL CHANGE**

1. Prior to any significant educational change, a District Implementation Committee shall investigate, analyze and make recommendations to the Board respecting the implementation of the educational change and provide information to Teachers on the Committee's activities. Such recommendations may include but not be limited to resources, time, in- service, retraining, piloting and criteria for measuring success of the implementation.
2. The Committee shall have District and Teacher representatives. The Teacher representatives shall not be in a minority.
3. Subcommittees responsible to the District Implementation Committee shall be established, as required, to pursue various components of the educational change and shall report their findings and recommendations back to the District Implementation Committee.
4. It is recognized that the Teacher is the key agent of educational change.
5. The District Implementation Committee shall decide if an issue represents significant educational change.
6. When major educational change is being initiated by the School District, it shall be the responsibility of the District to provide in-service for Teachers and to facilitate implementation of the new curriculum.

### **ARTICLE F.21      PROFESSIONAL DEVELOPMENT**

The District shall provide a fund to the Association calculated on the basis of \$255/FTE Teacher at September 30. It is agreed that the Association will administer the fund and will present a statement to the District by June 30 of each year.

### **ARTICLE F.22      NON-INSTRUCTIONAL DAYS**

1. A minimum of five (5) non-instructional days shall be available to each Teacher during the school year.
2. Non-instructional days shall be considered as instructional days for salary purposes.



3. Professional development activities shall be planned by school staff and administration jointly. The Association may request of the District and shall be granted a District-wide professional development day and an RSA (Regional Specialist Association) day which shall be two (2) of the five (5) days provided in Clause 1 above.
4. The dates for the non-instructional days will be set by the Board after agreement with the Association.

#### **ARTICLE F.23 SCHOOL ACCREDITATION**

1. Each school should take part in the accreditation process once every six (6) years.
2. Teachers will be provided with sufficient time and resources to appropriately participate in the accreditation process.
3. Recommendations which emerge from the accreditation process will be forwarded, through the Superintendent, to the Board along with an action plan for implementation.

#### **ARTICLE F.24 PROFESSIONAL AUTONOMY**

1. Teachers shall, within the bounds of the prescribed and authorized curricula, and District program requirements, and consistent with legislation and effective educational practice, have individual professional autonomy in determining the methods of instruction and the planning, presentation, and evaluation of course materials in the classes of pupils to which they are assigned.
2. Notwithstanding the provision of this Article, the Board retains the right to evaluate its Teachers in accordance with the provisions of this agreement.

## **SECTION G LEAVES OF ABSENCE**

### **ARTICLE G.1 PORTABILITY OF SICK LEAVE**

1. Effective September 1, 2006, the employer will accept up to sixty (60) accumulated sick leave days from other school districts in British Columbia, for employees hired to or on exchange in the district.
2. An employee hired to or on exchange in the district shall accumulate and utilize sick leave credit according to the provisions of the Collective Agreement as it applies in that district.
3. Sick Leave Verification Process
  - a. The new school district shall provide the employee with the necessary verification form at the time the employee receives confirmation of employment in the school district.
  - b. An employee must initiate the sick leave verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of commencing employment with the new school district.
  - c. The previous school district(s) shall make every reasonable effort to retrieve and verify the sick leave credits which the employee seeks to port.

*(Note: Any provision that provides superior sick leave portability shall remain part of the collective agreement.)*

[See Article G.20 Sick Leave, for sick leave use and accrual]

### **ARTICLE G.2 COMPASSIONATE CARE LEAVE**

1. For the purposes of this article “family member” means:
  - a. in relation to an employee:
    - i. a member of an employee's immediate family;
    - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;

- iii. the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;
  - b. in relation to an employee's spouse:
    - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
  - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
- 2. Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the BC Employment Standards Act for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.
- 3. A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.
- 4. The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.
- 5. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.
- 6. Seniority shall continue to accrue during the period of the compassionate care leave.
- 7. An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

*(Note: The definition of "family member" in clause 1 above, shall incorporate any expanded definition of "family member" that may occur through legislative enactment.)*

[See also Article G.24 Serious Family Illness Leave for short term compassionate leave of up to three days.]

## **ARTICLE G.20      SICK LEAVE**

1. It is recognized that the purpose of sick leave is to provide sick leave benefits as set out in this Article to Teachers who are unable to work due to illness of the Teacher.
2. Sick leave is earned at the rate of one and one-half (1-1/2) days for each month taught by the Teacher in the service of the District, to a maximum of fifteen (15) days per school year.
3. Unused sick leave credits earned in the employ of the District will continue to accumulate.
4. Part-time Teachers shall accumulate sick leave in proportion to the percentage of time that they teach.
5. Any days during which the Teacher has been absent with full pay for reasons of illness or unavoidable quarantine shall be charged against any sick leave accumulated by the Teacher to a maximum of 120 days in any one school year.
6. There is no maximum to the number of days of sick leave that may be accumulated.
7. Fifteen (15) days of sick leave shall be available to each Teacher at the beginning of the school year.
8. Teachers commencing employment with the District during the year shall have available to them the quota of sick leave benefits which would accrue to them for the balance of the school year.
9. Each month during the School year each Teacher shall receive a report of his/her accumulated sick leave as at the beginning of that month.
10. If a Teacher ceases to be employed by the District prior to the end of a school year, any sick leave days which were used but not earned shall be repaid to the District by the Teacher.
11. Teachers may be required to provide a medical certificate in relation to any absence due to illness.
12. a. Any Teacher who has left the employ of the District and is subsequently rehired shall have their accumulated sick leave credit reinstated except for unused sick leave that was previously ported from SD No. 06 to another district, pursuant to PCA Article G.1.

- b. Pursuant to PCA Article G.1, an employee who is rehired to SD No. 06 is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in his/her previous school district.

[See PCA Article G.1 for porting of sick leave to/from other school districts.]

## **ARTICLE G.21 MATERNITY LEAVE AND SEB PLAN**

1. The purpose of this leave is:
  - a. to afford a pregnant Teacher security of position while allowing suitable time free of duty; and
  - b. to ensure, for the school and the children, the least disruption of educational service during the school year.
2. Provided a Teacher has forwarded medical proof of pregnancy, maternity leave shall be granted upon the request of the Teacher. The Teacher may elect:
  - a. short-term leave; and/or,
  - b. extended maternity leave.
3. A Teacher granted leave shall be issued with a record of employment by the District (to qualify for EI maternity benefits).
4. Short-term maternity leave:
  - a. A pregnant Teacher shall be granted upon request a leave of absence for up to:
    - i. the period provided for under Part 6 of the Employment Standards Act; or
    - ii. for a stated period in excess of eighteen (18) weeks such that the return to duty will coincide with the commencement of the following term or semester or following the Christmas or spring break, whichever occurs first.
  - b. The Teacher shall return to work in accordance with the arrangement made pursuant to Article G.21.2.
  - c. A Teacher employed on a temporary appointment shall make leave arrangements within the term of the appointment.
  - d. Short term maternity leave shall be counted for salary purposes as teaching service with the District.

- e. Notwithstanding the provisions of this agreement, Teachers shall be entitled to all provisions of Part 6 of the Employment Standards Act.
5. Extended maternity leave:
- a. Extended maternity leave shall be defined as a period greater than short term maternity leave:
    - i. Teachers granted short term maternity leave who choose not to return to work at the expiration of the leave may apply for extended maternity leave four (4) weeks prior to the expiry of short term maternity leave.
    - ii. Leave may be granted upon request for an additional period of not more than ten (10) school months.
    - iii. A Teacher who has been absent on extended maternity leave may only return to her teaching assignment at the beginning of the school year, following the Christmas or Spring break, or in a semestered school, at the beginning of the semester.
  - b. When a Teacher has been granted extended maternity leave, the District will pay its share of all benefit premiums during the period of the leave if the Teacher makes suitable arrangements for the continuation of her share of the premiums.
  - c. Where maternity leave is extended to conform to the periods in which a Teacher may return to work under the terms of this agreement, the same provisions respecting continuity of service and contributions to benefit plans apply to the additional period.
6. If, at the end of the agreed upon period of leave, the Teacher is unable to return to duty because of ill health, she shall present the District with an acceptable medical certificate and shall qualify for her sick leave provisions.
7. Early Return and emergency situations:
- a. In the case of an incomplete pregnancy, death of the child, or other special situations, a Teacher may return to duty earlier than provided for in this Article. Such early return shall be with the approval of the Superintendent.
  - b. The Teacher wishing to make an early return shall notify the District as soon as possible.
8. In the case of adoption, a parent employed by the District shall be granted unpaid leave equivalent to maternity leave to care for the child provided the other parent is unavailable or unable to provide such care.

9. Assignment
  - a. A Teacher returning from short-term leave within a school year shall be reassigned to the same position held prior to the leave.
  - b. A Teacher returning from extended leave shall be assigned to a similar position with the District where it exists.
10. Application for any leave under this Article shall be submitted in writing to the Superintendent.
11. Where the mother becomes disabled or dies before the birth of the child and a male Teacher qualifies for benefits under the Employment Insurance Act (spousal maternity benefits) the provisions of the Article shall, upon request, be granted to him.
12. Supplemental Employment Benefits on Maternity Leave.
  - a. When a pregnant Teacher takes a maternity leave to which she is entitled pursuant to the Employment Standards Act, the Board shall pay the Teacher.
    - i. seventy-five percent (75%) of her current salary for the first two (2) weeks of the leave; and,
    - ii. when the Teacher is eligible to receive EI maternity benefits, the difference between seventy-five percent (75%) of her current salary and the amount of EI maternity benefits received by the Teacher for a further fifteen (15) weeks.
  - b. The District agrees to enter into the Supplementary Employment Benefit (SEB) plan agreement required by the Employment Insurance Act in respect to such maternity payment.

## **ARTICLE G.22 EXTENDED PARENTHOOD LEAVE**

1. A Teacher with a dependent child shall be granted a parenthood leave of absence without pay for:
  - a. a stated period of time as requested by the Teacher, up to a maximum of thirty (30) school months; or
  - b. a period of time so that the return to duty will coincide with the commencement of a term or semester, or after the spring break.

2. Parenthood leave shall commence only with the commencement of a term or semester or after the spring break. A minimum of two (2) months notice of parenthood leave must be given. In emergency situations the Teacher's application for leave will be considered on shorter notice.
3. Parenthood leave shall be granted to either parent if both are Teachers in the District.
4. Parenthood leave shall also be granted in the case of adoption or legal guardianship.
5. A Teacher granted parenthood leave will return to the same teaching position provided he/she returns the following September. Otherwise, the Teacher will be assigned to a reasonably comparable teaching position in the District if such is available.
6. Benefits, for those on parenthood leave wishing to maintain them, shall be paid entirely by the Teacher.
7. Use of Sick Leave:

If, at the end of the agreed-upon period of leave, the Teacher is unable to return to duty because of ill health, he/she shall present the District with an acceptable medical certificate and shall qualify for his/her sick leave provisions.

#### **ARTICLE G.23 PATERNITY LEAVE**

On the birth of a child or in the case of adoption or legal guardianship, the Teacher may apply for and shall be granted paternity leave with pay up to a maximum of three (3) days, and an additional two (2) days at substitute cost.

#### **ARTICLE G.24 SERIOUS FAMILY ILLNESS LEAVE**

1. In the case of serious illness in the immediate family of a Teacher, the Teacher shall be entitled, after notifying his/her supervisor, to use up to a maximum of three (3) days paid leave at any one time for this purpose.
2. Additional leave may be granted upon request by the Teacher at substitute costs.
3. "Serious Illness" means an illness which the attending physician considers sufficiently severe to require the applicant's presence at the bedside.

[See also PCA Article G.2 Compassionate Care Leave for leaves in excess of three days.]



**ARTICLE G.25      BEREAVEMENT LEAVE**

1. In the event of a death in the immediate family, a Teacher shall be granted up to five (5) days paid leave of absence for purposes of arranging and/or attending the funeral.
2. Where more than six hundred (600) kilometres of travel (one way) are required, the Teacher shall be granted an additional two (2) days paid leave of absence.
3. Additional leave shall be granted upon request. The District shall deduct substitute costs for these additional days.
4. A Teacher shall be granted up to one-half (1/2) day paid leave of absence to attend the funeral of a friend or relative.

**ARTICLE G.26      JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS**

The District shall grant leave of absence with pay to any Teacher summoned for jury duty or required to attend any legal proceedings by reason of subpoena. A Teacher on such leave shall pay over to the District, any sums received for jury duty or witness fees, exclusive of parking costs, traveling costs or meal allowances.

**ARTICLE G.27      LEAVE FOR ELECTIVE OFFICE AND COMMUNITY SERVICE**

1. When a Teacher is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, he or she shall be given leave of absence without pay during the election campaign. Should the Teacher be elected as a Member of Parliament or a Member of the Legislative Assembly, he/she shall be granted a long-term leave of absence for the period of the elected office.
2. Teachers elected or appointed to municipal or regional district offices or to public boards shall be granted leave of absence with pay, up to a maximum of five (5) days in any one school year, and an additional two (2) days at the cost of a substitute. Any further days that the Teacher requires to fulfill the obligations of a public office will be granted at the deduction of a day's pay for each day.

**ARTICLE G.28      PRESIDENT'S RELEASE LEAVE**

1. The District agrees to release the President of the Association from teaching duties as required by the Association. The schedule for such release time will be agreed upon by the President and his/her supervising Administrative Officer. Three (3) month's notice prior to the beginning of the school year shall be given for such absence.

- a. The District will continue to pay the President his/her salary and to provide benefits as specified in the agreement. The Association will reimburse the District for such salary and benefits costs within thirty (30) days of the receipt of a monthly statement.
  - b. The District will pay fifty percent (50%) of the Association's share of the President's pension.
2. For the purposes of pension, experience, sick leave and seniority, the President shall be deemed to be in the full employ of the District.
3. 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 another position which is acceptable to the Teacher.
4. In the event the President is unable to fulfill the presidential duties, the Association will make arrangements with the Superintendent for the release of a replacement President. Release will be on the following basis:
  - a. The provisions of Clauses 1, 2, and 3 of this Article will apply to the replacement. Reasonable notice will replace the requirement for notice specified in Clause 1 of this Article.
  - b. Any costs to the District directly caused by the change in President shall be the responsibility of the Association.

**ARTICLE G.29 LEAVE FOR LOCAL, BCTF, CTF AND TEACHER COLLEGE BUSINESS**

1. Subject to operational requirements as determined by the Superintendent and provided that adequate notice is given, leave of absence with pay and without loss of seniority shall be granted:
  - a. to a Teacher who is a member of the Executive Committee, Representative Assembly, a committee or task force of either the British Columbia Teachers' Federation, the Canadian Teachers' Federation, or the Teacher College Council or appointed an official representative or delegate of the Association or the British Columbia Teachers' Federation;
  - b. to Teachers called by the Association to appear as witnesses before an arbitration board or the Industrial Relations Council;
  - c. to the Association bargaining team to prepare for negotiations; and
  - d. to Staff Representatives to attend Staff Representative training.

The Association will reimburse substitute cost of leaves for Association, Canadian Teachers' Federation, and British Columbia Teachers' Federation business.

2. Teachers and/or Staff Representatives of the Association shall arrange, where possible, to conduct grievance investigations and other Association business in such a manner as not to disrupt classroom or other instruction.
3. Where a Teacher and/or Staff Representative is requested by the District to meet on Association-District matters, they shall suffer no loss of pay for time so spent.
4. Staff Representatives shall be relieved of instructional duties with no loss of pay to be present at any meeting between an Administrative Officer and a Teacher when such presence has been requested by either party under the terms of this agreement.
5. In the event that a Teacher covered by this agreement is elected to a full-time position as an officer of the Federation, or is appointed on a term contract of employment to the administrative staff of the Federation, or seconded to the Federation, leave of absence without pay shall be granted for the duration of the first term of such appointment. The Teacher shall be entitled, on written notice at least three (3) months prior to the commencement of a school term, to return to employment with the District effective the commencement of that term, and shall be entitled to an assignment comparable to that previously held.

### **ARTICLE G.30      WCB LEAVE WITH PAY**

1. Where a Teacher suffers from a disease or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and he/she gains compensation under the Workers' Compensation Act, he/she shall not be required to use his/her sick leave credits for time lost.
2. Any money received by a Teacher by way of compensation for loss of wages under the said Act shall be paid to the District in return for which the District shall pay the Teacher the full amount of his/her wages to which he/she would have been otherwise entitled but for the disability suffered or incurred.
3. Compensation does not include disability pension or other final settlement award arising from such disability. Compensation means periodic time loss payments during the period of temporary disablement.

**ARTICLE G.31 PERSONAL LEAVE**

1. Subject to the approval of the Superintendent, a Teacher may be granted one (1) day's personal leave in any school year with no deduction of pay. Such leave will be granted only if the circumstances of the school staffing at that time permits, and no more than five (5) Teachers shall be permitted personal leave on any one day.
2. Additional leave without pay may be considered. The salary deduction for each day of absence shall be one day's pay.

**ARTICLE G.32 DEFERRED SALARY LEAVE**

1. The District shall offer a Deferred Salary Leave Plan which will be administered by Concentra Financial and Cumis Retirement Services, or by another mutually agreed-upon financial institution(s).
2. On return from leave, the Teacher shall be assigned to the same assignment held prior to taking the leave, unless a different assignment is mutually agreed upon.

**ARTICLE G.33 EXAMINATIONS AND CONVOCATIONS**

The District shall grant two (2) days paid leave of absence per year to a Teacher to attend his or her examination or convocation.

**ARTICLE G.34 EMPLOYMENT INTERVIEW**

The District shall grant two (2) days paid leave of absence to a Teacher per year to attend out-of-district interviews.

**ARTICLE G.35 SHORT-TERM EMERGENCY LEAVE**

Short-term emergency leave shall be granted by the Superintendent or his/her designate, to a maximum of three (3) days with pay in a given school year. Application for such leave should be made through the Teacher's Administrative Officer.

An emergency for the purpose of this leave is defined as critical circumstances beyond the control of the applicant and beyond his/her power to anticipate or prepare for.

**ARTICLE G.36 OUT-OF-TOWN MEDICAL/DENTAL LEAVES**

1. A Teacher who has been referred by his/her local doctor or dentist to an out-of-town specialist, shall be entitled to attend the resulting appointments and have the time absent deducted from the teacher's sick leave accumulation.
2. When the referral has been made for a Teacher's spouse or dependent child and it is necessary for the Teacher to accompany the spouse or child to the appointment, days of absence up to five (5) in one (1) year will be granted and charged against the Teacher's sick leave accumulation. Days required in excess of five (5) will be granted with the Teacher paying the cost of a Teacher-on-call.

**ARTICLE G.37 LONG-TERM PERSONAL OR PROFESSIONAL LEAVE**

1. Full year leaves of absence will normally be considered only for the school year. Applications for such leaves of absence, or extension to existing leaves, should be submitted to the Superintendent of Schools, in writing, no later than the last working day in March. Should a leave be necessary in mid-year, written applications should be submitted to the Superintendent no later than the last working day in October.
2. Personal and professional leaves shall normally be granted for a period of not more than one (1) year, and shall be without salary.
3. Applications for leave of absence will be considered as soon as possible after the submission deadlines by the Liaison Committee. Requests for any extensions of existing leaves will be considered at that time. The Liaison Committee will use seven percent (7%) of the District's teaching staff as a guideline to determine the number of leaves that it would recommend.

The Liaison Committee shall make its recommendation promptly to the Board.

4. The Liaison Committee will consider the following when reviewing the applications for leave of absence (not necessarily in priority order):
  - a. length of service with District (longer service will have priority);
  - b. the reason for the absence. Preference may be given to candidates seeking to upgrade their qualifications in areas related to their present or future teaching careers;
  - c. the date the application was submitted (other things being equal, those who applied earliest may receive prior consideration);
  - d. the interval since an individual was last on leave and the frequency of previous leaves an individual has received; and

- e. any other relevant information submitted by the applicant.
5. Leave of absence is granted under the following conditions:
- a. the Teacher shall be guaranteed re-employment in the District following completion of the leave;
  - b. when the Teacher on leave of absence indicates in writing, at least three (3) school months prior to the expiration of the leave (i.e. March 31 for full school year leaves), a desire to return to the same position he/she left, he/she shall be entitled to re-employment in the same position held prior to the leave, unless that position no longer exists;
  - c. Teachers on leave of absence who do not indicate by March 31 their intentions to return shall be considered to be on leave of absence from the District;
  - d. Teachers who do not indicate their intentions thirty (30) school days prior to the expected date of return to work may be considered to have resigned from the District;
  - e. where it is not possible to place the Teacher in the same position, the provisions of Article E.20 shall apply. The Board reserves the right to assign a Teacher to any position in the District for which its representatives deem the Teacher to be qualified; and
  - f. leaves of absence longer than one (1) year shall be from the District only and not from the position last held.
6. The Teacher returning from leave of absence shall have seven (7) calendar days in which to accept an assignment.
7. Leave of absence shall be without salary. The Teacher on leave may make application through the Board Office to maintain fringe benefits, with the Teacher paying both Board and Teacher contributions.
8. Where circumstances warrant it, the Board may extend leaves of absence on the recommendation of the Superintendent of Schools at any time, and without regard to the above regulations.

## SIGNATURES

Signed at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Paul Carriere, Assistant Superintendent  
School District No. 06 (Rocky Mountain)

\_\_\_\_\_  
Robert Wilson, President  
Rocky Mountain Teachers' Association

\_\_\_\_\_  
Douglas Murray  
Rocky Mountain Teachers' Association

\_\_\_\_\_  
Craig Hillman  
Rocky Mountain Teachers' Association

\_\_\_\_\_  
Laura Buchanan, Labour Relations Consultant  
British Columbia Public School Employers'  
Association

\_\_\_\_\_  
Irene Lanzinger, President  
British Columbia Teachers' Federation

**APPENDIX A: BENEFITS SUMMARY CHART**

<b>Benefit Type</b>	<b>Brief Summary</b>	<b>Board Portion</b>	<b>Employee Portion</b>	<b>Compulsory/ optional</b>	<b>Taxable</b>
MEDICAL COVERAGE	Basic provincial medical provided by Medical Services Plan of BC	80%	20%	Coverage is compulsory unless already covered under spouse's plan.	yes
EXTENDED HEALTH CARE	Includes the following options: Vision care - \$200/2 years Audio care - \$500 – 5 years	80%	20%	Coverage is optional; carrier is Pacific Blue Cross. Claim forms for reimbursement are available at the schools, District Administration Office or online.	no
DENTAL PLAN	Plan "A" - Basic services covered 100%. Plan "B" - Prosthetic appliance, crown and bridge covered 50%. Plan "C" - Orthodontics covered 50% (lifetime limit of \$1,500)	80%	20%	Coverage is optional; carrier is Pacific Blue Cross. Claim forms for reimbursement are available at the schools, District Administration Office or online.	no
BASIC LIFE INSURANCE PLAN	Coverage based on age and salary.	80%	20%	Coverage is a condition of employment. Current carrier is Sun Life of Canada.	yes
OPTIONAL GROUP LIFE INSURANCE	Additional life insurance through Sun Life. Coverage based on age & risk factors.		100%	Optional at the employee's discretion.	no
VOLUNTARY ACCIDENT INSURANCE	Offered through AXA, Assurances, Inc.		100%	Optional at the employee's discretion	no
TEACHERS' PENSION PLAN	Teachers' Pension Plan bases contributions on earnings.	As per TPP contribution guidelines	As per TPP contribution guidelines	Contributions are compulsory.	no
SALARY CONTINUANCE	Salary Indemnity Fund administered by the BCTF.		100%	Condition of employment, rate is percentage of gross earnings as determined by the BCTF.	no

PLEASE CHECK YOUR BENEFIT BROCHURES, CONTACT THE HUMAN RESOURCES DEPT. OR CHECK ONLINE FOR FURTHER INFORMATION  
(Benefits website available from the Human Resources Dept.)



# LOCAL LETTERS OF UNDERSTANDING

## RMTA Letter of Understanding

### Posting and Filling

June 28, 2005

#### Local Letter of Understanding

BETWEEN:

The Rocky Mountain Teachers' Association  
(hereinafter called the "Association")

AND:

The Board of School Trustees of School  
District No. 6 (Rocky Mountain)  
(hereinafter called the "Board")

AND:

The B.C. Teachers' Federation  
(hereinafter called "BCTF")

AND:

The B.C. Public School Employers'  
Association  
(hereinafter called "BCPSEA")

In accordance with Section E: Personnel Practices, Article E.20 – Posting and Filling Vacant Positions, both parties have agreed to the following process in regards to recall:

1. Positions are posted in all schools district wide.
2. Written application is required from all applicants, except Recall teachers within the zone where the position is posted.
3. The position is filled with the most senior qualified teacher (on the Recall list) within the zone where the position is posted.
4. If no qualified teacher (on the Recall list) within the zone where the position is posted, it is then offered to the most senior qualified teacher in the other zones.
5. If no qualified teacher (on the recall list) within the other two zones, it is then filled as per Article E.20.

ON BEHALF OF SCHOOL DISTRICT NO. 6  
(ROCKY MOUNTAIN

"Len Luders"  
Director of Human Resources

ON BEHALF OF THE B.C. PUBLIC  
SCHOOL EMPLOYERS' ASSOCIATION

"Hugh Finlayson"

ON BEHALF OF THE ROCKY MOUNTAIN  
TEACHERS' ASSOCIATION

"Jerelynn MacNeil"  
President

ON BEHALF OF THE B.C. TEACHERS  
FEDERATION

"Irene Lanzinger"

## **Memorandum of Understanding**

**BETWEEN:**

The Rocky Mountain Teachers' Association Interim Council  
(hereinafter called the "Association")

**AND:**

The Board of School Trustees of School District No. 6 (Rocky Mountain)  
(hereinafter called the "Board")

**WHEREAS** the parties to this agreement have discussed the need to designate the work site of the Adult Instructors;

**AND WHEREAS** the resolution herein contained shall provide the necessary assurances to third party organizations who have Continuing Education programs operated on site.

**NOW THEREFORE**, in consideration of the premises and of the covenants herein contained, the parties hereto mutually agree with each other as follows:

**1. Designation of Work Site**

- 1.1 For the purpose of Section 65 – Picketing of the *Labour Relations Code*, the parties agree that the work site for the Continuing Education Adult Instructors, who are included in the variance to the Bargaining Certificate dated November 21, 1996, shall be deemed to be the Continuing Education Building located at 570 Marks Street in Kimberley, BC.

**2. Job Action**

- 2.1 It is agreed that third party organizations, who have Adult Instructors working on site, will not be picketed or have normal operations impeded by job action, including a strike or lockout, on the part of employees of School District No. 6 (Rocky Mountain). In the event job action is taken, and the Adult Instructors are included in such job action, the parties agree that the Continuing Education Building will be the location of such job action.
- 2.2 The Board agrees that in the event job action is taken, and the Continuing Education Adult Instructors are included in such job action, any program being operated on the site of a third party organization, shall discontinue operation while the Continuing Education Building is being struck.

Signed this 26<sup>th</sup> day of March, 1998 on behalf of:

**ON BEHALF OF SCHOOL DISTRICT  
NO. 6 (ROCKY MOUNTAIN**

“Dick Chambers”  
Superintendent of Schools

“Russell Horswill”  
Director of Human Resources

**ON BEHALF OF THE B.C. PUBLIC  
SCHOOL EMPLOYERS’ ASSOCIATION**

“Hugh Finlayson”

**ON BEHALF OF THE KIMBERLEY  
DISTRICT TEACHERS’ ASSOCIATION**

“Dean Chatterson”  
President

“Karen Barraclough”  
Bargaining Chair

**ON BEHALF OF THE B.C. TEACHERS  
FEDERATION**

“Kit Kreiger”

**RMTA Letter of Understanding**  
**Work Beyond the School Year**

**June 19, 2009**

**Local Letter of Understanding**

BETWEEN:

The Rocky Mountain Teachers' Association  
(hereinafter called the "Association")

AND:

The B.C. Teachers' Federation  
(hereinafter called "BCTF")

AND:

The Board of Education of School District No.  
6 (Rocky Mountain)  
(hereinafter called the "Board")

AND:

The B.C. Public School Employers'  
Association  
(hereinafter called "BCPSEA")

When the Board requests that work be performed beyond the school year as described in Article B.29 – Payment for Work Beyond Regular Work Year, the Board and the Local agree:

1. that such work shall be with the Teacher's agreement i.e. the teacher shall be asked, but may refuse the work.
2. that the teacher shall be given the choice of either:
  - a. pay as provided in Article B.29.5, or, as an alternative,
  - b. time off during the regular school year in lieu of the time worked beyond the regular year, to a maximum of five (5) days.
3. that if the teacher elects time off in lieu as described in 2.b above, then:
  - a. such time must be taken by the teacher by June 30 of the school year during which the time was worked.
  - b. such time will be scheduled in consultation with the principal.
4. that any time off unused by the teacher shall be paid out pursuant to Article B.29.5 upon the request of the teacher, provided the request is received by June 30 of the school year during which the time was worked.

ON BEHALF OF SCHOOL DISTRICT NO. 6  
(ROCKY MOUNTAIN

"Paul Carriere"  
Assistant Superintendent  
Date June 19, 2009

ON BEHALF OF THE ROCKY MOUNTAIN  
TEACHERS' ASSOCIATION

"Jerry McMahon"  
President  
Date June 19, 2009

ON BEHALF OF THE B.C. PUBLIC  
SCHOOL EMPLOYERS' ASSOCIATION

"Robert D'Angelo"  
Date July 23, 2009

ON BEHALF OF THE B.C. TEACHERS  
FEDERATION

"Susan Lambert"  
Date September 22, 2009

**PROVINCIAL LETTERS OF UNDERSTANDING/INTENT**

**LETTER OF INTENT No. 1**

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

**Re: Formalization of Middle School Provisions**

Does not apply in School District No. 06 (Rocky Mountain)

**LETTER OF UNDERSTANDING NO. 1**

**BETWEEN**

**The British Columbia Teachers' Federation**

**AND**

**The British Columbia Public School Employers' Association**

**Re: Designation of Provincial and Local Matters**

Pursuant to the Public Education Labour Relations Act, the negotiators for the above parties agree to recommend to their respective principals the following with respect to the designation of provincial matters and local matters as they relate to the current round of negotiations:

1. Those matters contained within Appendix 1 shall be designated as Provincial Matters;
2. Those matters contained within Appendix 2 shall be designated as Local Matters.

Dated this 31<sup>st</sup> of May, 1995 at Vancouver, B.C.

"D. Hogg"  
Negotiation Team For  
British Columbia Teachers' Federation

"K. Halliday"  
Negotiation Team For  
British Columbia Public School  
Employers' Association

NOTE: This consolidation of Letter of Understanding No. 1 (Designation of Provincial and Local Matters), including Appendices 1 and 2, includes the agreement of May 31, 1995, and subsequent amendments up to April 2004.
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<b>Appendix 1</b> <b>PROVINCIAL MATTERS</b>
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## **Appendix 1 – Provincial Matters**

### **Housekeeping — Form Issues**

1. 3.10 *Glossary for terms*
2. 3.17 *Gender - Use of Plural and Singular in Contract Language; Interpretation of Teacher Contracts and School Act*
3. 3.4 *Cover Page of Agreement - Memorandum*

### **Section A — The Collective Bargaining Relationship**

1. Term and Renegotiation
  - 1.71 *Negotiations - Provision for Re-Opening During Term, Re-Opening Agreement During Present Term of Contract*
  - 1.99 *Bridging, Strikes, Term of Agreement, Renewal of Agreement*
  - 3.29 *Retroactivity*
2. Legislative Change
  - 3.18 *Legislative Change*
3. Recognition of the Union
  - 3.28 *Recognition of Union*
4. Membership Requirement
  - 3.49 *Membership Requirements*
5. Exclusions from the Bargaining Unit
  - 3.8 *Bargaining Unit - Exclusion From Inter-Union Liaison*
6. No Contracting Out
  - 1.32 *Contracting Out, Job Security*
7. Local/BCTF Dues Deduction
  - 3.48 *Dues Deduction - BCTF and Association, College Fees*
8. President's /Officer Release
  - 1.61 *President's/Officer Release, Other Officers*
9. Management Rights
  - 3.21 *Management Rights / Responsibilities*
10. Pro-D Chairperson Release
  - 1.79 *Coordinators of Professional Development - Leave & 1.10 - Role into 10*
11. Release for Local, BCTF, CTF, College of Teachers and Education International Business
  - 1.65 *Leave - Union Business, BCTF, CTF, COT; Long Term*
  - 1.66 *Leave - BCTF, CTF, COT, Union Business; Short Term*
12. Leave for Contract Negotiations
  - 1.57 *Contract Negotiations Leave*

- 13. Staff Representatives
  - 3.51 *Representatives, School Staff*
  - 3.52 *Chief Delegates, Union Staff Representatives, Representation,*

**Due Process Right to Representation**

- 14. Right to Representation
  - 3.52 *Chief Delegates, Union Staff Representatives, Representation, Due Process Right to Representation*
  - 1.37 *Suspension, Dismissal and Discipline*
- 15. School Staff Committees
  - 3.22 *Committee-School Staff, District Committees*
- 16. Access to Information
  - 4.40 *Access to Information*
- 17. Staff Orientation
  - 1.72 *Orientation, Teacher, Employee*
- 18. Copy of Agreement
  - 1.26 *Copy of Collective Agreement*
- 19. Grievance Procedure
  - 3.2 *Arbitration (sometimes included with grievance procedure)*
  - 3.11 *Grievance Procedure - Board Policy*
  - 3.12 *Grievance Procedure, Dispute Resolution, Natural Justice; Appeal Process for Teachers; Personnel Practices and Due Process*
- 20. Expedited Arbitration
  - 3.7 *Expedited - Arbitration*
- 21. Troubleshooter
  - 3.13 *Grievance - Troubleshooter*

**Section B — Salary and Economic Benefits**

- 1. Placement on Scale
  - 1.75 *Salary Review,*
  - 1.38 *Bonus for Education Courses, Reimbursement for Non-Credit Courses*
  - 1.75 *Classification of Salary, Placement on Schedule, Letters of Permission, Placement on Schedule*
  - 1.85 *Bonus for Upgrading, Course Bonuses*
  - 1.90 *New Positions, Reclassification - Salary*
  - 3.45 *Error in Salary - Adjustments*
- 2. Category Addition
- 3. Category Elimination
- 4. Experience Recognition
  - a. 1.40 *Recognition of Experience - Salary Purposes*

**Special Placement**



5. Salary Scale
6. Trade, Technical and Work Experience
7. Increment Date  
*1.43 Salary - Increments, Withholding, Dates of Extra Increments for Long Service*
8. Part-time Employees' Pay and Benefits  
*1.82 Part Time Teachers' Sick Leave and Benefits, Employment Rights -Part Time Teachers*
9. Teachers' on Call Pay and Benefits  
*1.94 Salary and Sick Leave of Substitute Teachers -Benefits*
10. Summer School and Night School Payment  
*1.86 Counsellors Working Outside School Calendar, Night School Payments, Salary - Payment for Additional Days; Not Regular School Days*
11. Associated Professionals  
*1.23 Speech Pathologists, Associated Professionals, Other Non-Teaching Employees*
12. Positions of Special Responsibility  
*1.89 Salary - Posts of Special Responsibilities - Teachers in Charge, Curriculum Inservice Fund, Coordinators' Allowance, Dept. Heads and Posts of Special Responsibilities, Salary and Appointments*
13. Teacher in Charge  
*1.2 Acting Administrators (Filling Temporarily Vacant Position)*  
*1.89 Salary - Posts of Special Responsibilities - Teachers in Charge, Curriculum Inservice Fund, Coordinators' Allowance, Dept. Heads and Posts of Special Responsibilities, Salary and Appointments*
14. Automobile/Travel Allowance  
*2.1 Automobile Expenses*  
*2.2 Travel Allowance*
15. First Aid Allowance  
*1.41 First Aid, First Aid Allowances, Training*
16. Isolation Allowance  
*2.6 Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.*
17. Moving/Relocation Allowance  
*2.6 Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.*
18. One Room School Allowance  
*2.6 Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.*
19. *1.96 Classroom Supply Allowance (Compensation for Funds Spent by Teachers on Class)*

- 20. Housing Assistance
  - 2.5 *Housing*
- 21. Part Month Payments and Deductions
  - 1.87 *Part Month Payments and Deductions - Schedule*
- 22. No Cuts in Salary and Benefits
  - 1.69 *No Cuts in Salary*
- 23. Pay Periods
  - 1.88 *Pay Periods, Salary Payday Schedule*
- 24. Payment For Work Beyond Regular Work Year
  - 1.86 *Counsellors Working Outside School Calendar, Night School Payments/Summer School Payments, Salary-Payment for Additional Days; Not Regular School Days*
- 24. Board Payment of College Fees
  - 1.5 *College Fees, Employer Payment*
- 25. General Benefits
  - 1.10 *General Information, Benefits*
  - 3.36 *Benefits - Management Committee*
- 26. Benefits - Coverage
  - 1.6 *Coverage - Benefits*
  - 1.7 *Dental*
  - 1.9 *Extended Health*
  - 1.11 *Group Life Coverage*
  - 3.37 *Benefits - Optional Life Insurance*
  - 1.12 *Long Term Disability*
  - 1.14 *MSP, Benefits*
  - 1.16 *Deferred Salary Retirement Plan*
  - 1.20 *Vision Care*
  - 1.24 *Clothing Allowance; Uniforms / Coveralls*
  - 2.7 *Medical Leave - Preauthorized Travel for Medical Services Leave*
- 27. Death Benefits
  - 1.8 *Death*
- 28. Unemployment Insurance/SIF Rebate
  - 3.3 *Benefits - UIC (all rebates)*
- 29. Continuation of Benefits
  - 1.13 *Benefits - Payment for During Leave*
  - 1.17 *Salary Indemnity, Salary Continuance, Long Term Disability*
- 30. Retirement Bonuses
  - 1.15 *Pension, Retirement, Superannuation*
  - 1.16 *Retirement Incentive Benefits*
  - 1.22 *Bonus for Long Service*
  - 1.27 *Bonus for Early Retirement, Early Retirement Incentive*
  - 2.8 *Wellness Programs*
- 31. Employee and Family Assistance Program

- 2.3 *EAP/EFAP*
- 32. Personal Property Insurance
  - 1.102 *Loss of Personal Effects, Theft, Vandalism*
- 33. Group RRSP
  - 3.38 *Benefits - RRSP*

**Section C — Employment Rights**

- 1. Employment on Continuing Contract
  - 1.31 *Employment/Appointment on Continuing Contract*
  - 1.98 *Employment Rights - Temporary Teachers*
  - 3.1 *Appointment - Probationary*
- 2. Dismissal and Discipline for Misconduct
  - 1.37 *Suspension, Dismissal and Discipline*
  - 3.40 *Conduct of a Teacher (Outside School)*
- 3. Dismissal Based on Performance
  - 3.5 *Dismissal for Non-Performance*
- 3.1 The Processes of Evaluation of Teachers' Teaching Performance
- 4. Part-Time Teachers' Employment Rights
  - 1.45 *Job Sharing*
  - 1.74 *Appointment to District (Offer of), Posting & Filling Vacant Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
  - 1.82 *Part Time Teachers' Sick Leave and Benefits, Employment Rights - Part Time Teachers*
  - 1.83 *Long Services - Part Time Teaching Plan, Part Year Teachers*
- 5. Teacher on Call Hiring Practices
  - 1.95 *Availability of Substitute Teachers and Hiring Practices*
- 6. Seniority-Layoff-Recall-Severance Pay
  - 1.100 *Layoff, Termination, Re-Engagement, Severance, Seniority*
  - 3.24 *Seniority (not associated with termination/severance)*
- 7. Retraining
  - 1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Leave Retraining, Teaching Training, Upgrading - Board Directed*

**Section D — Working Conditions**

- 1. Hours of Work
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
- 2. Preparation Time
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*

3. Regular Work Year for Teachers
  - 1.92 *Regular Work Year for Teachers; School Calendar*
  - 1.104 *Year Round Schools*
  - 3.46 *Reports (Teacher) on Students*
  - 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*
  - 1.73 *Conference Days - Parent Teacher*
  - 3.50 *Closure of Schools for Health or Safety Reasons*
4. Duration of School Day
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
  - 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*
5. Supervision Duties
  - 1.97 *Duty Free Lunch Hour, Noon Hour Supervision, Supervision Duties*
6. Availability of Teacher on Call
  - 1.95 *Availability of Substitute Teachers and Hiring Practices*
7. Teacher on Call Working Conditions
  - 3.30 *Substitute Teacher Working Conditions*
8. Mentor/Beginning Teacher Program
  - 1.4 *Student Teachers, Beginning Teachers, Mentorship Program*
  - 1.72 *Orientation, Teacher, Employee*
9. Child Care for Work Beyond Regular Hours
  - 1.35 *Day Care; Child Care*
10. Home Education
  - 1.42 *Home Education, Suspended Students, Hospital/Homebound Teachers*
11. Itinerant Teachers
  - 1.36 *Definition of Teachers, Itinerant Teachers*
12. Space and Facilities
  - 1.110 *space and facilities*
13. Non-traditional Worksites
  - 1.3 *Adult Education, Storefront Schools, Satellite School Programs*
14. Correspondence Courses
  - 1.33 *Correspondence School*
15. Technological Change
  - 3.31 *Adjustment Plan - Board Introduced Change; Technological Change; Library Resource Automation*
16. Hearing and Medical Checks
  - 1.105 *Medical Examinations, Tests, Screening for TB; Medical Tests - Hearing*
17. Services to Teachers
  - 1.107 *School Services to Teachers, Like Translation*

18. Inner City Schools
  - 2.9 *Use of Inner City School Funds*

**Section E — Personnel Practices**

1. Definitions
  - 1.36 *Definition of Teachers, Itinerant Teachers*
2. Posting Vacant Positions
  - 1.74 *Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
  - 3.23 *Posting Procedures - Filling*
  - 3.32 *Posting & Filling Vacant Positions - School Reorganization*
  - 1.101 *Board Initiated Transfers, Involuntary Transfers*
  - 1.30 *Creation of New Positions*
  - 3.25 *General Provisions for Transfer*
  - 3.34 *Teacher Initiated Transfer - Voluntary*
3. Filling Vacant Positions
  - 1.74 *Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
  - 3.23 *Posting Procedures - Filling*
  - 3.32 *Posting & Filling Vacant Positions - School Reorganization*
  - 1.101 *Board Initiated Transfers, Involuntary Transfers*
  - 1.30 *Creation of New Positions*
  - 3.33 *Staff Reductions - Transfers (may impact Section C.?)*
  - 3.43 *Job Description*
- 3.1 NOTE: Re: Selection of Administrative Officers, See Addendum B.
4. Offer of Appointment to the District
  - 1.74 *Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
5. Positions and Assignments - referenced to Definition
6. Non-sexist Environment
  - 3.16 *Non Sexist Environment*
7. Sexual Harassment
  - 3.15 *Harassment - Sexual; Personal Harassment*
8. Harassment
  - 3.14 *Harassment of Teachers*
9. Falsely Accused Employee Assistance
  - 2.4 *Falsely Accused Employee*
10. Parental Complaints
  - 3.39 *Complaints - Public*
11. Violence Prevention in Schools

- 3.47 *Acts of Violence Against Teachers*
- 12. Criminal Record Checks
  - 1.111 *criminal record checks*
- 13. Resignation
  - 3.44 *Employee Terminating Employment*

**Section F — Professional Rights**

- 1. Educational Change
  - 1.34 *Curriculum Implementation; Field Services*
  - 1.76 *Consultation Time to Deal w/Curriculum Changes Imposed by Ministry*
  - 3.41 *Future Education Directions Committee*
- 2. Professional Development: Funding (NOTE: See also Addendum C)
  - 1.19 *Tuition Costs*
  - 1.78 *Professional Development Committee - as related to funding*
  - 1.81 *Funds - Professional Development*
- 3. Professional Days (Non-Instructional)
  - 1.70 *Non-Instructional Days*
- 4. School Accreditation
  - 1.1 *Assessment, Accreditation (Elementary & Secondary)*
- 5. Professional Autonomy
  - 3.26 *Autonomy - Professional; Method of Instruction*
  - 3.27 *Responsibilities - Duties of Teachers*
  - 1.44 *Copyright Infringement; Indemnification; Save Harmless*
  - 3.42 *Use of PCs - Video*

**Section G — Leaves of Absence**

- 1. Sick Leave
  - 1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
  - 2.7 *Medical Leave - Preauthorized Travel for Medical Services Leave*
- 2. Maternity and Parental Leave and S.U.B. Plan
  - 1.18 *Maternity Supplemental Unemployment*
  - 1.108 *Maternity Leave*
  - 1.109 *Parental Leave - Short Term*
- 3. Short Term Paternity Leave and Adoption Leave
  - 1.46 *Adoption Leave*
  - 1.60 *Paternity Leave*
- 4. Jury Duty and Appearances in Legal Proceedings
  - 1.56 *Jury Duty Leave, Witness*
- 5. Educational Leave

- 1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading,- Board Directed*
- 1.103 *Study Leave - Year End*
- 6. Bereavement/Compassionate Leave
  - 1.48 *Bereavement Leave*
  - 1.53 *Funeral Leave*
- 7. Leave for Family Illness
  - 1.52 *Care of Dependents Child or Relative - Emergency or Long Term Chronic - Leave, Emergency Leave for Family Illness, Compassionate Leave*
- 8. Discretionary Leave
  - 1.54 *Short Term - Leave, Discretionary; General; Personal*
- 9. Leave for Elected Office and Community Service
  - 1.49 *Community Service; Search and Rescue Leave*
  - 1.51 *Election Leave, Political Leave*
- 10. WCB Leave With Pay
  - 1.21 *WCB*
  - 1.67 *Worker's Compensation - Leave*
- 11. Early Retirement Incentive Plan - separate from B
- 12. Leave of Absence Incentive Plan
  - 1.47 *Absence Incentive Plan - Leave*
- 13. Religious Holidays
  - 1.62 *Religious Holiday - Leave*
- 14. Leave to Attend Retirement Seminars
  - 1.112 *Leave to Attend Retirement Seminars*
- 15. Leave for Communicable Disease
  - 1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
- 16. Leave for Conference Participation
  - 1.113 *Leave for Conference Participation*
- 17. Leave for Competitions
  - 1.55 *International Amateur Competition, Sports Competition Leave*
- 18. Leave for Visiting Exchange Teachers (needs broader title)
  - 1.59 *Dept. of Defence, Exchange Teacher; Outside Assignment, Secondment, Detached Duty - Leave, Resource Teacher Assignment*
- 19. Leave for University Convocations (needs broader title)
  - 1.64 *Citizenship, Marriage, Special Circumstances, Grad, Weather Leaves*
- 20. Leave for Blood, Tissue and Organ Donations

1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*

21. Leave for Exams

1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading,- Board Directed*

22. Miscellaneous Leaves with cost

1..58 *Other - Leave*

1.106 *Committee - Detached Duty*

May 31, 1995 - Provincial



<b>Appendix 2</b>
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**LOCAL MATTERS**

**Appendix 2 – Local Matters**

Housekeeping - Form

- 4.37 *Glossary for Terms*
- 4.17 *Cover Page of Agreement - Memorandum*
- 4.21 *Preamble, Introduction, Objects, Statement of Purpose*
- 4.22 *Purpose of Contract*

**Section A — The Collective Bargaining Relationship**

1. Local Negotiation Procedures
  - 4.1 *Abeyance of Contract*
2. Recognition of Union
  - 4.39 *Recognition of Union*
3. Access to Worksite
  - 4.2 *Access to Worksite*
4. Use of School Facilities
  - 4.30 *Use of Facilities*
5. Bulletin Board
  - 4.6 *Bulletin Board*
6. Internal Mail
  - 4.15 *Internal Mail*
7. Access to Information
  - 4.40 *Access to Information*
8. Teachers' Assistants (NOTE: See also Addendum C)
  - 4.29 *Aides, Volunteers, Teacher Assistants*
9. Picket Line Protection
  - 4.38 *Protection - Picket Line; School Closures - Re: Picket Lines (Strikes)*

**Section B — Salary and Economic Benefits**

1. Purchase Plans for Equipment
  - 4.27 *Computer Purchase*
2. Payroll Deductions
  - 4.24 *Payroll Deductions to Teachers Investment Account; Canada Savings Bond Deductions; Investment of Payroll -Choice of Bank Account*
3. Employee Donations for Income Tax Purposes

**Section D — Working Conditions**

1. Extra-curricular Activities  
3.11 *Extra-curricular*
2. Staff Meetings  
4.28 *Meetings - Staff*
3. Health and Safety  
4.26 *No Smoking - Smoke Free Environment*
4. Health and Safety Committee  
4.14 *Accident Prevention Committee; Health and Safety Committee*
5. Hazardous Materials
6. Student Medication and Medical Procedures  
1.68 *Integration, Mainstreaming, Special Needs Students Specific to Student Medication and Medical Procedures*
7. Local Involvement in Board Budget Process  
4.5 *Committee - Finance Board Budget - Union Involvement, School Funds*
8. Teacher Involvement in Planning New Schools  
4.27 *Computer Purchase Plan; Construction of New Schools (Teacher Input) Equipment, Utilization, Supplies*

**Section E — Personnel Practices**

1. Personnel Files  
4.20 *Personnel Files*
2. School Act Appeals  
4.25 *Appeal by Students/Parents Under School Act*
3. Board Policy  
4.4 *Board Policy - Commercialism in Schools; Input into Board Policy*
4. No Discrimination  
4.35 *Discrimination*
5. Race Relations  
4.33 *Multiculturalism; Race Relations*
6. Gender Equity  
4.36 *Gender Equity*
- 6.1 NOTE: Re: Selection of Administrative Officers, see Addendum B.

**Section F — Professional Rights**

1. Professional Development Committee (NOTE: See also Addendum C)  
1.78 *Professional Development Committee - as related to control*
2. First Nations Curriculum  
4.12 *First Nations - Indian Studies Curriculum*

3. Women's Studies
  - 4.31 *Women's Studies*
4. Committees
  - 4.8 *Committee - Professional Relations*
  - 4.19 *Parent Advisory Council*
  - 4.48 *Joint Studies, Liaison, Employment Relations Committee*
5. Fund raising
  - 4.13 *Fund Raising*
6. Classroom Expenses
  - 4.23 *Reimbursement for Classroom Materials Paid by Teachers*

**Section G — Leaves of Absence**

- 4.3 *Banked Time Plan*
  - 4.7 *Committee - Leave of Absence*
  - 4.18 *Non-Contractual Items, Without Prejudice*
  - 4.11 *Energy Awareness*
  - 4.16 *Leave - notice*
1. Long Term Personal Leave
  2. Extended Maternity/Parental Leave/Parenthood (or their equivalent)
  3. Deferred Salary/Self Funded Leave Plans

Other unpaid leaves from Previous Local Agreements not otherwise contained in Appendix 1 are deemed to be part of Appendix 2 (Local Matters).

NOTE: See also Addendum A and Addendum D re unpaid leaves.

**Addendum A To  
Letter of Understanding No. 1  
Appendix 1 and 2**

**Unpaid Leave In The Designation Of Provincial and Local Matters**

Unpaid leave shall be designated for local negotiations, except as it relates to those elements of the clause that are provincial including: continuation of benefits, increment entitlement, pension related matters, and posting and filling.

“D. Hogg”  
Negotiation Team For  
British Columbia Teachers’ Federation

“K. Halliday”  
Negotiation Team For  
British Columbia Public School  
Employers’ Association

October 25/95

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**Addendum B To  
Letter of Understanding No. 1  
Appendices 1 and 2**

**Concerning Selection of Administrative Officers**

“Selection of Administrative Officers” shall be designated as a local matter for negotiations in those districts where the Previous Local Matters Agreement contained language which dealt with this issue or its equivalent. For all other districts, “Selection of Administrative Officers” shall be deemed a provincial matter for negotiations.

The issue of Administrative Officers returning to the bargaining unit does not form part of this addendum to appendices 1 and 2.

For the purposes of paragraph one of this addendum, the parties acknowledge that language on the issue of “Selection of Administrative Officers” or its equivalent exists in the Previous Local Agreements for the following districts: Fernie, Nelson, Castlegar, Revelstoke, Vernon, Vancouver, Coquitlam, Nechako, Cowichan, Alberni and Stikine.

The parties further acknowledge that there may be language in other Previous Local Agreements on this same issue. Where that proves to be the case, “Selection of Administrative Officers” or its equivalent shall be deemed a local matter for negotiations.

Dated this 11 day of December, 1996.

“Alice McQuade”  
President  
BC Teachers’ Federation

“K. Halliday”  
Chief Negotiator  
BC Public School Employers’ Association

**Addendum C To  
Letter of Understanding No. 1  
Appendices 1 and 2**

**Professional Development**

For the purposes of section 7 of part 3 of PELRA the parties agree as follows:

Professional Development:

Language concerning the date that funds for professional development are to be made available in a district, reference to a “fund” for professional development purposes and the continued entitled of an individual teacher to professional development funds and/or teacher-on-call time following a transfer shall be designated as local matters.

For BCTF:  
“R. Worley”

For BCPSEA:  
“K. Halliday”

Date: Original April 23, 1997  
Amended by *Education Services Collective Agreement Amendment Act, 2004*

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**Addendum D To  
Letter of Understanding No. 1  
Appendices 1 and 2**

**Re: October 25, 1995 Letter of Understanding (“Unpaid Leave”) – Revised**

1. The parties agree that “unpaid leave” for the purposes of the Letter of Understanding signed between the parties on October 25, 1995 means an unpaid leave not otherwise designated as a provincial matter in Appendix 1 (Provincial Matters) of the agreement on designation of the split of issues.
2. Unpaid leave as described in (1) above shall be designated for local negotiations except for provincial considerations in the article including: continuation of benefits, increment entitlement and matters related to pensions and posting and filling.

Dated this 7<sup>th</sup> of October, 1997.

British Columbia Teachers’ Federation

British Columbia Public School Employers’  
Association

“R. Worley”

“K. Halliday”

**LETTER OF UNDERSTANDING NO. 2**

**Between:**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION  
(BCTF)**

**And:**

**THE BRITISH COLUMBIA PUBLIC SCHOOL  
EMPLOYERS' ASSOCIATION  
(BCPSEA)**

**Re: Approved list of arbitrators for:**

- Article D.3 Alternate School Calendar
- D.5 Middle Schools
- LOI 1 Formalization of Middle School Provisions

The parties agree that the following arbitrators shall be used to adjudicate disputes arising pursuant to the provisions of Articles D.3.7, D.5.5 and/or LOI No. 1. The List shall include:

John Kinzie  
Judi Korbin  
Robert Pেকেles

This list shall be in place for the term of this agreement and shall expire on June 30, 2011 unless otherwise amended and/or extended by the parties.

Dated: August 14, 2007

*Originals signed by:*

Irene Lanzinger  
For the BCTF

Jacquie Griffiths  
For the BCPSEA

## LETTER OF UNDERSTANDING No. 3. a

Between

**THE BRITISH COLUMBIA TEACHERS' FEDERATION  
(BCTF)  
And**

**THE BRITISH COLUMBIA PUBLIC SCHOOL  
EMPLOYERS' ASSOCIATION  
(BCPSEA)**

**Re: Section 4 of Bill 27  
Education Services Collective Agreement Act**

**Transitional Issues—Amalgamated School Districts—SD.5 (Southeast Kootenay), SD.6 (Rocky Mountain), SD.8 (Kootenay Lake), SD.53 (Okanagan-Similkameen), SD.58 (Nicola-Similkameen), SD.79 (Cowichan Valley), SD.82 (Coast Mountains), SD.83 (North Okanagan-Shuswap), SD.91 (Nechako Lakes).**

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Section 4 of Bill 27 indicates that, "Effective July 1, 2002, the provisions of an agreement referred to in Column A of the following table, which provisions form part of the collective agreement constituted under section 2(1) of this Act, are deemed to apply for the purposes of all teachers employed by the school board in the school district referred to in the same row in Column B, and the agreements referred to in Column C are void and cease to have any effect."

The Federation remains of the view that total compensation should be preserved for employees who are presently covered by terms and conditions that are found in local agreements identified in Column C Bill 27 Section (4) "Column C Agreements". Total compensation includes all allowances and bonuses, including funding for professional development, currently paid to said employees. As well, the Federation maintains the view that superior benefit coverage and/or premium sharing should be preserved. Still further, it is the position of the Federation that increment values are to be preserved from Column C agreements where those increment values are greater than those found in agreements identified in Column A Bill 27 Section (4) "Column A agreements". Lastly, a superior daily rate, both short and long term, for Teachers on Call in the Column C agreements should continue through the term of the agreement and any bridging period. The above-cited positions of the Federation are founded, in part, on the Federation's view that the "No Cut" provisions set out in the Column A Agreements properly apply to employees presently covered by the terms and conditions of the Column C Agreement.

Notwithstanding the Federation's view on these matters, on a without prejudice and precedent basis to the Federation's overall position in respect of Bill 27 "Education Services Collective Agreement Act" and Bill 28 "Public Education Flexibility and Choice Act", including any legal or other challenges, and to any future amalgamation of school districts or local agreements consolidated as a result of amalgamation, the parties agree to the following transitional issues with respect to the implementation of Section 4 of Bill 27.

### **1.0 RATE OF PAY MAINTENANCE**

Continuing and term/temporary employees now covered by Column C agreements, including employees who are laid off effective June 30, 2002, will be placed on the salary grid of the Column A agreements as of July 1, 2002 according to paragraphs 1.1 and 1.2 below.

#### **1.1 Continuing Employees**

- 1.1.1 All continuing employees presently at maximum salary or who would qualify for maximum salary as at June 30, 2002 pursuant to the Column C agreement will be placed at the maximum salary in the Column A agreement effective July 1, 2002 notwithstanding that the Column A agreement may have a greater number of increment steps to maximum.
- 1.1.2 All other continuing employees from the Column C agreement will be placed in the Category and Experience level of the Column A agreement according to the Category and Experience earned under the Column C agreement as at June 30, 2002.

*Example:*

Fernie Grid — Category 5 step (6) as at June 30, 2002 to be placed on the Cranbrook grid at Category 5 step (7) effective July 1, 2002 provided that the employee would have qualified for an increment under the terms and conditions of the Fernie agreement.

- 1.1.3 Continuing employees shall be notified, in writing, of their intended grid placement under the Column A agreement for the 2002-2003 school year within one month of the signing of this Letter of Understanding.
  - a. Appeals against the intended grid placement shall be heard by a committee consisting of an employee covered by the Column C agreement and an employee covered by the Column A agreement, as designated by the respective locals prior to June 30, 2002, and a person designated by the Board.
  - b. Appeals must be referred to the Board and the Union by October 15, 2002.
  - c. Appeals not resolved by November 15, 2002, shall be referred to step 3 of the grievance procedure, Article A.6.
- 1.1.4 Any continuing employee covered by a Column C agreement whose salary at June 30, 2002 (x) 1.025 is greater than that he/she would receive according to his/her salary in the Column A agreement at July 1, 2002, shall receive the difference in equal monthly instalments during the 2002-2003 school year. Such employees shall have their names and salary as at June 30, 2002 included on a "Rate of Pay Maintenance Schedule" attached to the Collective Agreement.

**Sample Rate of Pay Maintenance Schedule:**

Name		Annual Salary Effective June 30, 2002	Monthly Installment	
			July 1, 2002	July 1, 2003
First	L	\$39,365	\$202	\$ 13
First	L	\$42,564	\$215	\$ 0
First	L	\$62,752	\$180	\$184

The local parties shall compile and forward the "Rate of Pay Maintenance" Schedule(s) to the provincial parties.

- 1.1.5 A continuing employee identified in 1.1.4 above whose salary at June 30, 2002 (x) 1.025 (x) 1.025 remains greater than what he/she would receive according to his/her salary in the Column A agreement at July 1, 2003, shall continue to receive the difference in equal



monthly installments until June 30, 2004 and any bridging period pursuant to Article A. 1.2.

- 1.1.6 A continuing employee who, except for his/her involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above shall, upon recall or assignment to a term/temporary or continuing contract of employment, receive any salary differential in equal monthly installments for any time he/she is employed.
- 1.1.7 A continuing employee who, except for his/her involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above, shall, if subsequently employed as a Teacher on Call, be placed on the "Teacher on Call Schedule" at the daily rate he/she would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have his/her daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.
- 1.1.8 The following describes the calculation for 1.1.4 and 1.1.5 above:

<b>Year</b>	<b>Column A Agreement</b>	<b>Column C Agreement</b>
02-03	Placement on grid according to Category and experience earned at June 30, 2002 = A.1	Salary at June 30, 2002 x 1.025 = B.1
	<ul style="list-style-type: none"> <li>▪ (B.1 – A.1 = Difference/10= Monthly Installment)</li> </ul>	
03-04	Placement on grid according to Category and experience earned at June 30, 2003 = A.2	B.1 x 1.025 = B.2
	<ul style="list-style-type: none"> <li>▪ (B.2 – A.2 = Difference/10= Monthly Installment)</li> </ul>	
<i>Notes:</i>	<ol style="list-style-type: none"> <li>1. <i>For 12-month pay schedules, the divisors will be 12.</i></li> <li>2. <i>The above calculation presumes that increments are applied on September 1. When an increment is applied on a date other than September 1, the monthly instalment will be adjusted to reflect the salary and increment value of the Column A agreement.</i></li> <li>3. <i>Please refer to Appendix "A" for examples.</i></li> </ol>	

## **1.2 Term/Temporary Employees**

- 1.2.1 A term/temporary employee covered by a Column C agreement who has worked in term/temporary assignment(s) which, in the aggregate, equal(s) a minimum of .5 FTE during the 2001-2002 school year shall have his/her name added to the Rate of Pay Maintenance Schedule as appropriate.
- 1.2.2 A term/temporary employee identified in paragraph 1.2.1 above, who is appointed to a term/temporary or continuing contract of employment, shall receive the monthly installment outlined in paragraphs 1.1.4 and 1.1.5 above for any time he/she is employed between July 1, 2002 and July 30, 2004 and any bridging period pursuant to Article A. 1.2.

- 1.2.3 A term/temporary employee covered by paragraph 1.2.1 above, shall, if subsequently employed as a Teacher on Call, be placed on the "Teacher on Call Schedule" at the daily rate he/she would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have his/her daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.

**1.3 Teachers on Call**

- 1.3.1 Any teacher on call on the Teacher on Call List pursuant to a Column C agreement at June 30, 2002 whose daily rate of pay effective June 30, 2002 is greater than the daily rate stipulated in the Column A agreement effective July 1, 2002 shall have his/her daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.
- 1.3.2 A "Teacher on Call Schedule" shall be appended to the collective agreement that identifies each eligible teacher on call and his/her daily rate at June 30, 2002.

**Sample Teacher on Call Schedule:**

<b>Name</b>	<b>Daily Rate Effective June 30, 2002</b>
First	\$159.64
First	\$166.70

*NOTE: In some districts the daily rate for TOCs will be the same for all TOCs on the Schedule.*

- 1.3.3 The daily rate of pay for non-certificated teacher replacements in School Districts #08 (Kootenay Lake) and #82 (Coast Mountains) shall continue according to the terms and conditions of the Column C agreement unless varied pursuant to 9.3.2 of this Letter of Understanding.
- 1.3.4 The local parties shall compile and forward these "Teacher on Call Schedules" to the provincial parties.

**1.4 Employees Hired After June 30, 2002**

- 1.4.1 Continuing and term/temporary employees, hired after June 30, 2002, who are not covered by 1.1 and 1.2 above, shall be placed on the salary grid according to the provisions of the Column A agreement.
- 1.4.2 Teachers on Call placed on the Teacher on Call list after July 1, 2002, who are not covered by 1.3 above, shall be paid a daily rate according to the provisions of the Column A agreement.

**2.0 SICK LEAVE CREDITS**

Effective July 1, 2002, the accumulated sick leave credits of employees covered by a Column C agreement shall be continued. The application and subsequent accumulation of sick leave credits shall be in accordance with the Column A agreement.

**3.0 SENIORITY LISTS - DISTRICT-WIDE**

Seniority lists shall be established on a district-wide basis. The local parties shall compile and forward the district-wide seniority list to the provincial parties. For administrative purposes, the local parties may

establish administrative lists from the district-wide seniority list which set out the relative seniority of employees by geographic region.

#### **4.0 STAFFING PROVISIONS - TRANSITIONAL EFFECTIVE DATE**

In accordance to Section 4 of Bill 27, the staffing provisions of the Column C agreement becomes void on July 1, 2002 and the staffing provisions of the Column A agreement will apply to all teachers throughout the district. In recognition that this effective date (July 1, 2002) is in the midst of the yearly staffing process (May — October), subject to the local parties agreement and the approval of the provincial parties, the following options pertaining to staffing provisions are available:

- i. The Column A staffing provisions would take effect prior to July 1, 2002 (implement staffing provisions from the Column A agreement early).
- ii. The staffing provisions of the Column A agreement would take effect after July 1, 2002 but no later than October 31, 2002 (delayed implementation of the staffing provisions from the Column A agreement).

It is understood that the above are only options to consider and failing agreement of all parties, the staffing provisions of the Column A agreement will take effect for all employees in the district on July 1, 2002.

Should the local parties agree to one of the alternatives available, this agreement will be forwarded to the provincial parties for approval.

#### **5.0 GEOGRAPHICAL BOUNDARIES - STAFFING PROVISIONS**

In the event that the local parties wish to incorporate geographical boundaries/factors into the Column A agreement's staffing provisions, the mid contract modification process would apply, i.e., these amendments to the Column A agreement would be agreed upon at the local level and submitted to the provincial parties for approval.

#### **6.0 LEAVES COMMENCING PRIOR TO JULY 1, 2002**

If a leave was approved and commenced under the Column C agreement prior to July 1, 2002 and is to continue past July 1, 2002, the terms and conditions of this leave, including the method of returning from leave of the Column C agreement would continue to apply for the duration of that leave. The Column A agreement would apply to all leaves that commence after June 30, 2002.

#### **7.0 SALARY PLANS**

##### **7.1 Deferred Salary Plan**

Employees who have commenced a deferred salary plan under the Column C agreement shall be eligible to continue this plan until its completion under the terms and conditions contained in the Column C agreement, including any provisions related to return from leave.

##### **7.2 12 Month Payroll Savings Plan/ 12-Month Pay Plan**

Employees currently on a 12-month payroll savings plan or a 12-month pay plan under the Column C agreement shall continue with that plan until August 31, 2002 under the terms and conditions contained in the Column C agreement.

#### **8.0 BENEFIT PLANS - TURNOVER DATE**

- 8.1 In SD.83 (North Okanagan-Shuswap) premiums for benefits are paid in advance and calculated for deduction over the course of the year. As a result, the turnover date for benefits in SD.83 (North Okanagan-Shuswap) will be delayed until October 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until September 30, 2002 and the benefit plans under the Column A agreement would then start to apply on October 1, 2002.
- 8.2 Effective September 1, 2002, employees under the Column A agreement in SD.53 (Okanagan-Similkameen) will be covered by a new benefit provider. As a result, the turnover date for benefits in SD.53 (Okanagan-Similkameen) will be delayed until September 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until August 31, 2002 and the benefit plans under the Column A agreement would start to apply on September 1, 2002.

## **9.0 INCLUSIONS**

### **9.1 List**

The following list sets out membership in the teachers' bargaining unit, as defined by PELRA, currently included in the Column C agreement, by variation of the LRB, but not included for purposes of the Column A agreement.

- i SD.6 (Rocky Mountain) — Employees instructing adult education academic credit courses.
- ii SD.82 (Coast Mountains) — Speech Language Pathologists and uncertified substitute teachers. in.
- iii SD.83 (North Okanagan-Shuswap) — Persons employed to teach the Family Life curriculum in the Family Life Education program and Speech Language Pathologists
- iv SD.91 (Nechako Lakes) — Associated professionals including Speech Language Pathologists, Native Educational Counsellors, Native Language and Culture Instructors.

### **9.2 School District No.8 (Kootenay Lake)**

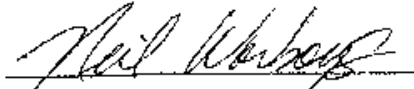
Non-certificated teacher replacements are currently included in the Column C agreement and are members of the teachers' bargaining unit but are not included in the Column A agreement.


### **9.3 Application**

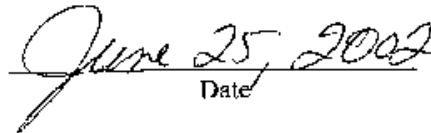
- 9.3.1 After June 30, 2002, in the geographical area of the former Column C agreement, all employees listed in 9.1 and 9.2 above shall remain, or, in the case of new employees, shall become, members of the teachers' bargaining unit and the BCTF.
- 9.3.2 BCPSEA and the BCTF shall determine the terms and conditions of employment for the employees identified in 9.1 and 9.2 above. Should the parties be unable to reach agreement, the terms of Article A. 1.4 of the collective agreement shall apply.
- 9.3.3 In the geographical area of the former Column A agreement, employees listed in the above classifications shall not become members of the bargaining unit except through the processes provided in the Labour Code.

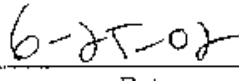
**9.4 School District No.79 (Cowichan Valley)**

Employees instructing Adult Education (Adult Basic Education and High School Completion) programs in the former School District No.65 (Cowichan) and former School District No.66 (Lake Cowichan) are included in the bargaining unit and are covered by the terms and conditions of employment in the Column A agreement.

  
British Columbia Teachers' Federation

  
British Columbia  
Public School Employers' Association

  
Date

  
Date

**Appendix "A" to  
LOU Re: Re: Section 4 of Bill 27**

School District No. 5

Collective Agreement Effective July 1, 2002 (former S.D. 2)

TOS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
4	0	\$33,744	\$34,588	\$35,452	\$36,338
4	1	\$35,547	\$36,438	\$37,347	\$38,280
4	2	\$37,350	\$38,284	\$39,241	\$40,222
4	3	\$39,153	\$40,132	\$41,135	\$42,163
4	4	\$40,956	\$41,980	\$43,029	\$44,105
4	5	\$42,759	\$43,828	\$44,924	\$46,047
4	6	\$44,562	\$45,676	\$46,818	\$47,988
4	7	\$46,365	\$47,524	\$48,712	\$49,930
4	8	\$48,168	\$49,372	\$50,607	\$51,872
4	9	\$49,971	\$51,220	\$52,501	\$53,813
4	10	\$51,774	\$53,068	\$54,395	\$55,755

**Example # 1** Teacher hired under old PLA S.D. 1 - Cat. 4, Step 0 = \$38,405 on June 30, 2002

	Compare with	Annual Difference	Monthly Installment*
	\$38,405 +2.5%		
Placed on new scale	\$39,365	\$2,019	\$202
	\$40,349	\$127	\$13

**Example #2** Teacher hired under old PLA S.D. 1 - Cat. 4, Step 10 = \$52,880 on June 30, 2002

	Compare with	Annual Difference	Monthly Installment*
	\$52,880 +2.5%		
Placed on new scale	\$54,202	\$0	\$0
	\$55,557	\$0	\$0

\* Monthly installment assumes annual salary paid over 10 months

School District No. 5

Collective Agreement Effective July 1, 2002 (former S.D. 2)

TQS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
5	0	\$38,378	\$39,357	\$40,321	\$41,329
5	1	\$40,513	\$41,526	\$42,564	\$43,628
5	2	\$42,648	\$43,714	\$44,807	\$45,927
5	3	\$44,783	\$45,903	\$47,050	\$48,226
5	4	\$46,918	\$48,091	\$49,293	\$50,526
5	5	\$49,053	\$50,279	\$51,536	\$52,825
5	6	\$51,188	\$52,468	\$53,779	\$55,124
5	7	\$53,323	\$54,656	\$56,022	\$57,423
5	8	\$55,458	\$56,844	\$58,266	\$59,722
5	9	\$57,593	\$59,033	\$60,509	\$62,021
5	10	\$59,728	\$61,221	\$62,752	\$64,321

Example # 3 Teacher hired under old PLA S.D. 1 - Cat. 5, Step 0 = \$43,626 on June 30, 2002

Placed on new scale	1-Jul-02	5.1	\$42,564	Compare with \$43,626 +2.5%	Annual Difference	Monthly Installment*
	1-Jul-03	5.2	\$45,927	\$44,717	\$2,153	\$215
				\$45,835	\$0	\$0

Example #4 Teacher hired under old PLA S.D. 1 - Cat. 5+, Step 10 = \$62,976 on June 30, 2002

Salary grid does not contain Category 5+, therefore placed on Category 5

Placed on new scale	1-Jul-02	5.10	\$62,752	Compare with \$62,976 +2.5%	Annual Difference	Monthly Installment*
	1-Jul-03 <td>5.10 <td>\$64,321</td> <td>\$64,550</td> <td>\$1,798</td> <td>\$180</td> </td>	5.10 <td>\$64,321</td> <td>\$64,550</td> <td>\$1,798</td> <td>\$180</td>	\$64,321	\$64,550	\$1,798	\$180
				\$66,154	\$1,843	\$184

\* Monthly Installment assumes annual salary paid over 10 months

**LETTER OF UNDERSTANDING No. 3.b**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Section 27.4 Education Services Collective Agreement Act**

The parties agree that the amounts paid to employees at June 30, 2006, pursuant to the "Rate of Pay Maintenance" provisions of the Letter of Understanding (June 25, 2002) shall continue through the term of this Agreement. Those same amounts shall be increased by the same percentage increases as are applied to the Column A salary grids in the applicable district.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator



**LETTER OF UNDERSTANDING No. 4**  
**BETWEEN:**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**  
**AND**  
**BRITISH COLUMBIA TEACHERS' FEDERATION**  
**Re: Early Incentive Payment**

Should the parties reach a tentative collective agreement by June 30, 2006 which is subsequently ratified by the parties, each bargaining unit member who is an employee of the school district on June 30, 2006 shall be eligible to receive a one-time lump sum incentive payment.

The incentive payment shall be equal to a maximum of \$3,700 dollars for each full-time equivalent employee and shall be pro-rated for employees working less than full-time. For the purpose of determining the amount of the incentive payment, a full-time equivalent employee (continuing or temporary) is an employee who worked on a full-time basis (183 days) during the period of September 1, 2005 – June 30, 2006. For the purpose of determining the amount of the incentive payment for teachers on call, a full-time equivalent teacher on call is a teacher on call who worked on a full-time basis (177 days) during the period of September 1, 2005 – June 30, 2006. The incentive payment for employees who worked less than full-time over this period of time shall be pro-rated based on the actual time worked as a percentage of full-time. No employee shall be eligible for a payment in excess of \$3,700. Time spent on the following leaves shall not be deducted for the purposes of this calculation:

- All leaves with pay
- Maternity or parental leave
- Days on approved WCB and Salary Indemnity Plan that commenced between July 1, 2005 and June 30, 2006.

The one-time lump sum incentive payment is subject to the legal and statutory deductions. This payment is not included as pensionable earnings nor is it included for calculations of benefits.

The incentive payment shall be paid to employees upon receipt of funding from the government and as soon as practicable for the school district to calculate the individual payment amounts and distribute the funds.

In addition to the above, each full-time equivalent employee shall receive a one-time payment of \$300 in recognition of past purchases of professional resources, to be paid in the same manner as above.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 5**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: One Time Payment to Teacher Inflation Adjustment Account**

1. The parties to this LOU have agreed that Government will make a one-time payment to the Inflation Adjustment Account of the Teacher Pension Plan in the following amount:

July 15, 2006 \$20,000,000

2. The contribution represents an extraordinary (non-recourse) payment, in addition to those which would normally be made to the Teacher Pension Plan/Inflation Adjustment Account, and in no way replaces or amends the obligations of any person to make contributions to the Teacher Pension Plan/Inflation Adjustment Account.
3. The parties will work together with the Teachers' Pension Plan Board of Trustees to facilitate the payment provided for under this LOU.
4. The parties agree that this extraordinary payment has no recourse or connection, nor does it amend the joint trustee relationship, as the payment is a non-recourse payment to the Inflation Adjustment Account only.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 6**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Employment Equity – Aboriginal Employees**

The parties recognize that Aboriginal employees are underrepresented in the public education system. The parties are committed to redress the under representation of Aboriginal employees and therefore further agree that:

- They will encourage the employer and the local to make application to the Human Rights Tribunal under section 42 of the *Human Rights Code* to obtain approval for a “special program” that would serve to attract and retain Aboriginal employees.
- The parties will assist the employer and the local as requested in the application for and implementation of a “special program” consistent with this Letter of Understanding.

Original signed by:

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Brian Kennelly  
BCTF Co-Chief Negotiator

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Jacque Griffiths  
BCPSEA Chief Negotiator

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Suzie Mah  
BCTF Co-Chief Negotiator

**LETTER OF UNDERSTANDING No. 7**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Provincial Articles Housekeeping Committee**

1. The parties agree to establish a housekeeping committee to address the updating and consistency of terms in existing common Provincial Articles.
2. The committee shall meet as soon as possible and shall conclude its work no later than September 30, 2006.
3. The agreed housekeeping changes shall be implemented with the next printing of the Provincial Collective Agreement and working documents.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 8**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Updating the Provincial Collective Agreement Mid-Contract Modification Process**

1. Further to our discussions of June 25, 2006, we write to confirm that we have jointly agreed that effective July 1, 2007 or at an earlier time agreed to by the local and the employer, and continuing until four (4) months prior to the expiry of this collective agreement, both parties will amend their respective mid-contract modification processes. Specifically, we have agreed that neither BCPSEA or the BCTF will reject any mid-contract modifications proposed by the local parties which achieve one or more of the following purposes (and no other purposes):
  - a. The elimination of out-of-date references to terms, dates or other matters;
  - b. The updating of collective agreement language that is either no longer relevant or functional; or
  - c. The resolution of internal inconsistencies and incongruities within individual agreements.
2. As discussed, nothing in this letter permits the local parties to make amendments to common provincial language.
3. Finally, we confirm that any disputes regarding the rejection by one of the provincial parties of a proposed change on the basis of non-compliance with paragraph 1 parts a, b & c above shall be referred to Irene Holden for facilitation and resolution.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 9**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Rehabilitation Committee**

The parties agree to form a Rehabilitation Committee comprised of three (3) representatives of BCPSEA and three (3) representatives of the BCTF.

The parties agree to discuss and review the BCTF Rehabilitation Program. The Committee may make recommendations to the parties on the following matters:

- a) The time and manner in which employees are referred to the program and in which contact is made by the Rehabilitation Consultant after referral;
- b) Employees' participation;
- c) Status of the employee in the BCTF Rehabilitation Program;
- d) Information provided to the employer when an accommodation is sought;
- e) Information provided to the employer with respect to the status of an employee's SIP/LTD claim;
- f) Expansion of the BCTF Rehabilitation Program to 60 School Districts;
- g) The effectiveness of the BCTF Rehabilitation program and potential areas of improvement;
- h) Any other matters the Committee deems appropriate.

The Committee shall meet in good faith and shall complete its work by no later than June 30, 2008.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Benefits Review Committee**

1. The parties agree to form a Benefits Review Committee to review teacher benefit plans throughout the province. The Committee will consist of three representatives of BCPSEA and three representatives of the BCTF. The Committee will be provided with funding of \$200,000 to utilize outside actuarial or other required consulting services.
2. In the event the parties agree to implement changes to any benefit plans, and that ongoing savings have been achieved as a result of the changes, the full amount of any savings will be reinvested in improving teacher benefit plans.
3. In the event the parties do not agree on the amount of any savings achieved, or, in the event savings are agreed upon, the cost of a proposed reinvestment, the matter will be referred to an independent auditor for binding resolution.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 11**

**BETWEEN:  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
AND  
BRITISH COLUMBIA TEACHERS' FEDERATION  
Re: 2008 Salary Harmonization**

1. This Letter of Understanding shall apply to all school districts except those who are entitled to a Recruitment & Retention allowance pursuant to Letter of Understanding No. 12 Re: Teacher Supply and Demand Initiatives.
2. Effective July 1, 2008, all salary grid maximums which are less than those set out below\* will be adjusted to the following levels:

	Category 4	Category 5	Category 5+	Category 6
Max	\$ 62,566	\$ 71,117	\$ 76,168	\$ 77,942
3. Notwithstanding the above, the salary grid maximums for category 4, 5, 5+ and 6 in the districts covered by this Letter of Understanding shall be increased by no less than 2.5%.
4. No grid steps other than the maximums identified in 1 and 2 above shall be adjusted as a result of the implementation of this salary harmonization initiative.

*Note: this grid has been arrived at through the following:*

1. *Implement the initial maximums based on weighted average figures identified in BCTF letter of July 4, 2006 to BCPSEA Chairperson:*

	Category 4	Category 5	Category 5+	Category 6
Max	\$ 56,407	\$ 64,116	\$ 68,669	\$ 70,269

2. *Add 2.5% effective July 1, 2006*
3. *Add 2.5% effective July 1, 2007*
4. *Add 2.5% effective July 1, 2008*
5. *Add an additional 3.0% effective July 1, 2008*

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator



**LETTER OF UNDERSTANDING No. 12**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Teacher Supply and Demand Initiatives**

The BC Teachers' Federation and the BC Public School Employer's Association agree to undertake the following initiatives to support the recruitment and retention of a qualified teaching force in British Columbia. The parties further agree to establish a joint Public Education Recruitment and Retention Support Committee comprised of two representatives of the BCTF and two representatives of BCPSEA to develop and administer the initiatives.

**Remote Recruitment & Retention Allowance:**

- a. Effective July 1, 2008, a 3% increase shall be applied to the category 4, 5, 5+ and 6 maximums in the districts listed below:

SD 49 Central Coast	SD 82 Coast Mountain
SD 50 Haida Gwaii/Queen Charlotte	SD 85 Vancouver Island North
SD 52 Prince Rupert	SD 87 Stikine
SD 59 Peace River South	SD 91 Nechako Lakes
SD 60 Peace River North	SD 92 Nisga'a
SD 81 Fort Nelson	

No grid steps other than the maximums identified above shall be adjusted as a result of the implementation of this increase.

- b. All employees in the school districts above to receive a recruitment allowance of \$2,200 upon commencing employment.

All employees identified above, upon the completion of a second continuous year of employment and each continuous year thereafter, to receive the recruitment allowance above as a retention allowance.

- c. The parties agree that the joint Public Education Recruitment and Retention Support Committee will review demographic and other data to establish criteria for the designation of other school districts or schools within a district, if any, deemed appropriate for eligibility of the Recruitment & Retention Allowance. Effective July 1, 2008, the Committee will receive funding of \$3.5 million per year for this purpose.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 13**

**BETWEEN:  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
AND  
BRITISH COLUMBIA TEACHERS' FEDERATION  
Re: Fiscal Dividend**

Having agreed to a collective agreement term of July 1, 2006 to June 30, 2011, a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

- a. If fiscal dividend funds are determined to be available, upon receipt of funding from the BC government, a fiscal dividend will be paid to employees as soon as practicable for the school district to calculate individual payment amounts and distribute the funds.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
  - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
  - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
    - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- b. The manner of allocation of the Fund monies to employees shall be subject to negotiations between the BCTF and BCPSEA.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 14**

**BETWEEN:  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
AND  
BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Article B.12 Category 5+ Transitional Provisions**

The parties agree to the following transitional provisions in implementing B.12 Category 5+:

1. Employees who have commenced studies, prior to September 1, 2007, for Category 5+ placement under the Previous Collective Agreement criteria as at June 30, 2007, shall have until June 30, 2011 to complete those studies and still qualify for Category 5+ placement under that criteria. The process for application for Category 5+ shall be as follows:
  - a. Upon completion of the studies for Category 5+ placement, the employee shall first apply and submit the proper documentation to TQS. Where TQS assigns Category 5+, the employee shall submit the Category 5+ TQS card to the employer pursuant to the Previous Collective Agreement.
  - b. Where TQS does not assign Category 5+, the employee shall then apply and submit the proper documentation, including proof of the date of commencement of studies, to the employer. The employer must be the same employer where the employee commenced the studies for Category 5+.
  - c. The employer shall evaluate the employee's application for Category 5+ placement pursuant to the Previous Collective Agreement criteria as at June 30, 2007. Where the employer assigns Category 5+, the employer shall so inform TQS.

Dated this 27th day of June, 2007

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

## LETTER OF UNDERSTANDING No. 15

### BETWEEN BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION AND BRITISH COLUMBIA TEACHERS' FEDERATION

#### Re: Article C.2. – Porting of Seniority – Separate Seniority Lists

This agreement was necessitated by the fact that some districts have a separate seniority list for adult education teachers, i.e., 1 seniority list for K – 12 and a second separate seniority list for adult education seniority. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decisions with the understanding that anomalies could be discussed and considered at labour management. There are 4 possible situations and applications:

1. Teacher in a district with 1 list ports to a district with 1 list (1 to 1)
  - Both K – 12 and adult education seniority are contained on a single list in both districts.
  - Normal rules of porting apply.
  - No more than 1 year of seniority can be credited and ported for any single school year.
  - Maximum of 10 years can be ported.
  
2. Teacher in a district with 2 separate lists ports to a district with 2 separate lists (2 to 2)
  - Both K – 12 and adult education seniority are contained on 2 separate lists in both districts.
  - Both lists remain separate when porting.
  - Up to 10 years of K – 12 and up to 10 years of adult education can be ported to the corresponding lists.
  - Although the seniority is ported from both areas, the seniority is only activated and can be used in the area in which the teacher attained the continuing appointment. The seniority remains dormant and cannot be used in the other area unless/until the employee subsequently attains a continuing appointment in that area.
  - For example, teacher A in District A currently has 8 years of K – 12 seniority and 6 years of adult education seniority. Teacher A secures a K – 12 continuing appointment in District B. Teacher A can port 8 years of K – 12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K – 12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult

education in District B in the future, the 6 years of adult education seniority shall be activated at that time.

3. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
  - A combined total of up to 10 years of seniority can be ported.
  - No more than 1 year of seniority can be credited for any single school year.
4. Teacher in a district with 1 single seniority list ports to a district with 2 separate seniority lists (1 to 2)
  - Up to 10 years of seniority could be ported to the seniority list to which the continuing appointment was received.
  - No seniority could be ported to the other seniority list.
  - For example, teacher A in District A currently has 14 years of seniority and attains a K – 12 position in District B which has 2 separate seniority lists. Teacher A could port 10 years of seniority to the K – 12 seniority list in District B and 0 seniority to the adult education seniority list in District B.

The porting of seniority only applies to seniority accrued within the provincial BCTF bargaining unit. The porting of seniority is not applicable to adult education seniority accrued in a separate bargaining unit or in a separate BCTF bargaining unit.

Original Signed by:

\_\_\_\_\_  
Jacquie Griffiths  
BC Public Employers' Association

\_\_\_\_\_  
Jim Iker  
BC Teachers' Federation

January 14, 2008

January 21, 2008

## LETTER OF UNDERSTANDING No. 16

### BETWEEN BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION AND BRITISH COLUMBIA TEACHERS' FEDERATION

#### **Re: Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave – Simultaneously Holding Part-Time Appointments in Two Different Districts**

The following letter of understanding is meant to clarify the application of Article C.2.2 and G.1 of the provincial collective agreement with respect to the situation where a teacher simultaneously holds part-time continuing appointments in two (2) separate school districts, i.e., currently holds a part-time continuing appointment in one (1) district and then subsequently obtains a second part-time continuing appointment in a second district. Should this specific situation occur, the following application of Article C.2.2 and G.1 shall apply:

1. The ability to port sick leave and seniority cannot occur until the employee either resigns/terminates his/her employment from the porting district or receives a full leave of absence from the porting district.
2. The requirement for the teacher to initiate the sick leave verification process (90 days from the initial date of hire) and the seniority verification process (within 90 days of a teacher's appointment to a continuing contract) and forward the necessary verification forms to the previous school district shall be held in abeyance pending either the date of the employee's resignation/termination of employment from the porting district or the employee receiving a full leave of absence from the porting district.
3. Should a teacher port seniority under this Letter of Understanding, there will be a period of time when the employee will be accruing seniority in both districts. For this period of time (the period of time that the teacher simultaneously holds part-time continuing appointments in both districts up until the time the teacher ports), for the purpose of porting, the teacher will be limited to a maximum of 1 years seniority for each year.
4. Should a teacher receive a full-time leave and port seniority and/or sick leave under this letter of understanding, the rules and application described in the Irene Holden award of June 7, 2007 concerning porting while on full-time leave shall then apply.
5. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed and considered at labour management.

The following examples are intended to provide further clarification:

Example 1

Part-time employee in district A has 5 years of seniority. On September 1, 2007 she also obtains a part-time assignment in district B. On June 30, 2008, the employee resigns from district A. The employee will have 90 days from June 30, 2008 to initiate the seniority and/or sick leave verification processes and forward the necessary verification forms to the previous school district for the porting of seniority and/or sick leave. No seniority and/or sick leave can be ported to district B until the employee has resigned or terminated their employment in district A. Once ported, the teacher's seniority in district B cannot exceed a total of 1 year for the September 1, 2007 – June 30, 2008 school year.

Example 2

Part-time employee in district A has 5 years of seniority. On September 1, 2007 she also obtains a part-time assignment in district B. On September 1, 2008, the employee receives a leave of absence from district A for her full assignment in district A. The employee will have 90 days from September 1, 2008 to initiate the seniority and/or sick leave verification process and forward the necessary verification forms to the previous school district for the porting of seniority. The Irene Holden award dated June 7, 2007 will then apply. No seniority can be ported to district B until the employee's leave of absence is effective. Once ported, the teacher's seniority in district B cannot exceed a total of 1 year for the September 1, 2007 – June 30, 2008 school year.

The porting of seniority and sick leave only applies to seniority and sick leave accrued with the provincial BCTF bargaining unit. The porting of seniority and sick leave is not applicable to seniority accrued in a separate bargaining unit or in a separate BCTF bargaining unit.

Original Signed by:

\_\_\_\_\_  
Jacquie Griffiths  
BC Public Employers' Association

March 12, 2008

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Irene Lanzinger  
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March 13, 2008

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