Working Document

PROVINCIAL COLLECTIVE AGREEMENT

between

B.C. PUBLIC SCHOOL EMPLOYERS' ASSOCIATION ("BCPSEA")

as

Bargaining agent for all the school boards and Authorities established under the *School Act*

and

BRITISH COLUMBIA TEACHERS' FEDERATION ("BCTF")

on behalf of

All employees included in the bargaining unit established under the *Public Education Labour Relations Act* **("PELRA")**

in

SCHOOL DISTRICT NO. 19 (REVELSTOKE)

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 19 (REVELSTOKE) (The "Employer")

and

THE REVELSTOKE TEACHERS' ASSOCIATION (The "Local")

EFFECTIVE JULY 1, 2006 TO JUNE 30, 2011

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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 local in that district as the teachers' union for the negotiation in that 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 local(s) in the district(s) in which they are employed, 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.5.2 and A.5.3 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.5.2 and A.5.3 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. <u>Step One</u>

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. <u>Step Two</u>

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. <u>Step Three</u>

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.19: STRIKE / LOCKOUT

There shall be no strikes or lockouts so long as this agreement continues to operate.

Article A.20: COPY OF AGREEMENT

The Board shall provide every teacher with a printed copy of this agreement within thirty (30) days of ratification. The cost of printing shall be shared equally between the parties.

Article A.21: CONTRACTING OUT

1. No RTA member employed by the Board will suffer reduction of employment due to contracting out.

2. The Board will not transfer teachers or change their assignments for the purposes of contracting out their previous assignment.

Article A.22: MANAGEMENT RIGHTS

The RTA recognizes the right and responsibility of the Board to manage and operate the school district and agrees that the employment, assignment, and direction of the work force is vested exclusively in the Board, subject to the provisions of this agreement or applicable legislation.

Article A.23: EXCLUSIONS

1. The Board shall notify the RTA of all new positions offered in the district and submit a written job description of each new position to the RTA prior to posting.

2. Positions within the bargaining unit shall not be excluded from the bargaining unit except by mutual agreement. Newly created positions shall be included or excluded from the bargaining unit upon the mutual agreement of both parties. Exclusions shall be determined on the basis that the primary functions of the position are to exercise the responsibilities of a manager in the direction of the employees covered in this agreement.

3. Failure to reach such an agreement shall result in the parties referring the matter directly to arbitration pursuant to Article A.6 (Grievance Procedure).

Article A.24: ACCESS TO WORKSITE

School facilities and equipment shall be made available to the RTA for meetings and other RTA activities provided normal booking requirements are met and normal booking procedures are used. Any costs incurred by the Board shall be paid by the RTA.

Article A.25: BULLETIN BOARDS

The Board agrees that the RTA may post material on a bulletin board in each staff room.

Article A.26: INTERNAL MAIL

The local and the BCTF shall have access to the district mail, email services, and employee mail boxes. The employer will respect the confidential nature of the union communications.

Article A.27: ACCESS TO INFORMATION

The Board, upon request of the RTA, will provide:

a. notification of transfers, hirings, dismissals, suspensions, resignations, retirements, deaths;

b. agendas and minutes and attachments thereto of all public Board meetings, at the time of distribution;

c. a list of employees by school, showing their names and addresses;

d. for collective bargaining purposes, a scattergram, list of employees showing grid placement, schedule of benefit participation;

e. by October 15th of each year, a list of all teachers employed by the Board in order of seniority calculated according to this agreement setting out the length of seniority as of September 1st of that year.

Article A.28: PICKET LINE PROTECTION

1. For the purposes of this article, a duly constituted picket line shall be defined as one that has not been declared illegal by either the courts or the Labour Relations Board.

2. Any teacher covered under this agreement shall have the right to refuse to cross or work behind a duly constituted picket line. Any employees failing to report for duty for this reason shall be considered to be absent without pay, and no disciplinary action other than a commensurate salary adjustment shall be taken by the Board.

3. No teacher covered by this agreement shall be directed by the Board to do work or carry out duties normally performed by Board employees locked out or engaged in a legal strike. The Board shall not require teachers covered by this agreement to request pupils to carry out such duties.

4. In the event that a teacher is certified as being ill by a physician and indicates in writing that they would have crossed the picket line had they been medically fit, they shall be entitled to sick leave provisions.

Article A.29: SCHOOL UNION REPRESENTATIVES

1. The Board recognizes school union representatives in each school selected by the RTA to represent its members. Administrative staff shall ensure that school union representatives are allowed to fulfill their RTA duties in an unhindered environment.

2. When, as provided for in Article A.6.2 a meeting with a teacher is to be held at which the school union representative is to be present, the administrator shall provide advance notice and schedule the meeting at a time convenient to the parties and outside of instructional hours.

3. The teacher may request that a meeting with an administrator be held outside of instructional hours so that school union representatives may be present.

4. School union representatives shall schedule any business meetings of members of the bargaining unit outside of instructional hours.

5. The Executive Officers or school union representatives shall have the right to hold discussions or meetings with a teacher or teachers. Such discussions and meetings shall not interfere with the regular operation of the school.

Article A.30: LIAISON COMMITTEE

The Board and the RTA agree to the formation of a Liaison Committee. The terms of reference shall be jointly developed with the purpose of the Committee being to meet and discuss educational issues and/or contract interpretation and administration. Either party may place items on the agenda. The Committee shall be responsible for making recommendations and/or presenting viewpoints to the Board.

Article A.31: SCHOOL STAFF COMMITTEES

1. <u>Establishing Staff Committee</u>

   a. Each school staff shall have the right to form a staff committee structure which fosters a democratic, collegial process in school-based decision making.

2. <u>Size and Make-Up</u>

   a. Staff committees may consist of the total staff or a representative committee elected by the staff as a whole.

   b. The staff committee shall include a representative of the school administration and a school union representative.

3. <u>Operational Procedures</u>

   a. The size, composition, tenure and operational procedures of the staff committee shall be determined by a majority vote of the school staff.

   b. Copies of the current procedures for each school shall be filed with the RTA and the Board.

4. Areas of Responsibility

a. A staff committee's role may include the following:

i) the development and maintenance of effective communication and consultative processes throughout the school;
ii) the review of school policies and procedures and the development of recommendations for improvement;
iii) receiving and making recommendations on matters of concern presented by staff.

5. Implementation

a. The school administration shall implement the recommendations of the staff committee that have been adopted by a majority decision of the staff or shall provide a rationale to the staff if the recommendations are not implemented.

b. Should the school administration fail to implement recommendations of the school staff committee, the committee may request an explanation which shall be provided by the Principal. The school staff committee may forward this information to the Superintendent of Schools.

Article A.32: RTA INVOLVEMENT IN BUDGET

1. The RTA will be provided with an opportunity to make a budget submission as part of the development of the Board's annual budget.

2. The RTA will be provided with the annual financial statements, the annual operating budget as submitted to the Ministry and any other information requested, upon Board approval.

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.

Salary Grids

July 1, 2006

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	$38,966	$42,465	$45,206	$46,169
1	$40,851	$44,790	$47,733	$48,766
2	$42,737	$47,116	$50,259	$51,364
3	$44,622	$49,441	$52,786	$53,961
4	$46,507	$51,766	$55,313	$56,558
5	$48,392	$54,092	$57,839	$59,156
6	$50,277	$56,417	$60,366	$61,753
7	$52,162	$58,743	$62,892	$64,351
8	$54,047	$61,068	$65,419	$66,948
9	$55,932	$63,393	$67,946	$69,545
10	$57,817	$65,719	$70,472	$72,143

Department Head Allowance	$885.60
First Aide Allowance	$104.55
Teacher-In-Charge Half Day	$ 20.50
Full Day	$ 41.00

July 1, 2007

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	$39,941	$43,526	$46,336	$47,323
1	$41,873	$45,910	$48,926	$49,986
2	$43,805	$48,293	$51,516	$52,648
3	$45,737	$50,677	$54,106	$55,310
4	$47,669	$53,061	$56,695	$57,972
5	$49,602	$55,444	$59,285	$60,635
6	$51,534	$57,828	$61,875	$63,297
7	$53,466	$60,211	$64,465	$65,959
8	$55,398	$62,595	$67,055	$68,622
9	$57,330	$64,978	$69,644	$71,284
10	$59,263	$67,362	$72,234	$73,946

Department Head Allowance	$907.74
First Aide Allowance	$107.16
Teacher-In-Charge Half Day	$ 21.01
Full Day	$ 42.03

July 1, 2008

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	$40,939	$44,615	$47,494	$48,506
1	$42,920	$47,058	$50,149	$51,235
2	$44,900	$49,501	$52,804	$53,964
3	$46,881	$51,944	$55,458	$56,693
4	$48,861	$54,387	$58,113	$59,422
5	$50,842	$56,830	$60,767	$62,151
6	$52,822	$59,273	$63,422	$64,879
7	$54,803	$61,716	$66,076	$67,608
8	$56,783	$64,160	$68,731	$70,337
9	$58,764	$66,603	$71,386	$73,066
10	$62,567	$71,117	$76,168	$77,942

Department Head Allowance	$930.43
First Aide Allowance	$109.84
Teacher-In-Charge Half Day	$ 21.54
Full Day	$ 43.08

July 1, 2009

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	$41,963	$45,730	$48,682	$49,719
1	$43,993	$48,234	$51,403	$52,516
2	$46,023	$50,738	$54,124	$55,313
3	$48,053	$53,243	$56,845	$58,110
4	$50,083	$55,747	$59,566	$60,907
5	$52,113	$58,251	$62,286	$63,704
6	$54,143	$60,755	$65,007	$66,501
7	$56,173	$63,259	$67,728	$69,298
8	$58,203	$65,764	$70,449	$72,096
9	$60,233	$68,268	$73,170	$74,893
10	$64,131	$72,895	$78,072	$79,891

Department Head Allowance	$953.69
First Aide Allowance	$112.59
Teacher-In-Charge Half Day	$ 22.08
Full Day	$ 44.15

July 1, 2010

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	$42,802	$46,644	$49,655	$50,713
1	$44,872	$49,199	$52,431	$53,566
2	$46,943	$51,753	$55,206	$56,419
3	$49,014	$54,307	$57,982	$59,272
4	$51,084	$56,862	$60,757	$62,125
5	$53,155	$59,416	$63,532	$64,978
6	$55,226	$61,970	$66,308	$67,831
7	$57,296	$64,525	$69,083	$70,684
8	$59,367	$67,079	$71,858	$73,537
9	$61,437	$69,633	$74,634	$76,390
10	$65,414	$74,353	$79,633	$81,489

Department Head Allowance	$972.77
First Aide Allowance	$114.84
Teacher-In-Charge Half Day	$ 22.52
Full Day	$ 45.04

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. <u>Short-Term Assignment Rate of Pay</u> [Applicable to Categories 5+ and 6 pursuant to B.2.6.a]

   Teachers-On-Call holding valid B.C. Teaching Certificates, shall be paid 1/230th of the annual basic salary schedule minimum rate, based on their category placement, for the first three (3) days of an assignment.

8. <u>Professional Development Days</u>

   The Teacher-On-Call shall participate with pay, in any Professional Development day which occurs during a long-term assignment providing it occurs after the fifth (5th) day of such assignment.

9. <u>Teacher-On-Call Pay Periods</u>

   The Board shall monthly, and not later than ten (10) days after each pay period, pay to each Teacher-On-Call all wages earned for that pay period. Teachers-On-Call in a long-term assignment will, upon request, be entitled to a mid-pay period advance based on days worked.

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

Not applicable in School District No. 19 (Revelstoke).

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

1. Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.

2. A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.

3. An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of her/his intention to participate in the Plan by September 30th. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to clause 5 of this Article.

4. An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.

5. Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.

6. Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.

7. An employee's accumulation in the Plan including her/his interest accumulation to March 31st shall be paid in equal installments on July 15 and August 15.

8. Notwithstanding clause 7 of this article, interest earned by the Plan for the period September 1, 2006 to August 15, 2008 shall be retained by the employer. Thereafter, interest earned by the Plan in the months of April through August shall be retained by the employer.

9. The employer shall inform employees of the Plan at the time of hire.

10. Nothing in this Article shall be taken to mean than an employee has any obligation to perform work beyond the regular school year.

ARTICLE B.9 PAY PERIODS

B.9.1 – B.9.3 Not applicable in School District No. 19 (Revelstoke).

LOCAL PROVISIONS

4. Except as otherwise provided in this article, each teacher, except a Teacher-On-Call, shall be paid 1/10th of the teacher's current annual salary and allowance or bonus on the last teaching day of each month from September to June. All teachers, other than Teachers-On-Call, shall receive an advance on the 15th day of each month equal to 30% of their gross monthly salary.

5. The following schedule will apply for the 15th advance and last teaching day of the month when it falls on a day when all financial institutions in Revelstoke are not open simultaneously.

15th ADVANCE	**CREDIT UNION AND BANKS**
If the 15th is a Saturday	Previous Friday
If the 15th is a Sunday	Previous Friday
If the 15th is a Monday	Previous Saturday

LAST TEACHING DAY OF THE MONTH	
Credit Union and Banks	Paid on Saturday

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.

4. Employees shall be reimbursed for travel costs as outlined below:

   a. School District No. 45 (West Vancouver)

      Employees on the staff of Bowen Island Community School commuting from West Vancouver to Bowen Island shall be reimbursed for their automobile and ferry expenses in accordance with travel and car-pooling arrangements agreed to by the staff and approved by the Principal and Assistant Superintendent.

   b. School District. No. 64 (Gulf Islands)

      Employees who are authorized to use their personal vehicles in the course of regularly assigned duties or other employer business shall be reimbursed ferry costs where applicable.

   c. School District No. 68 (Nanaimo)

      A non-resident employee of Gabriola Island assigned to teach on Gabriola Island shall be reimbursed an amount equal to his/her Gabriola ferry costs.

   d. School District No. 71(Comox)

      (i) Employee lives on Vancouver Island, teaches on Denman Island: 190 days (19 books of 10 tickets) at the economy ticket price for the ferry trip between Buckley Bay and Denman Island

      (ii) Employee lives on Vancouver Island, teaches on Hornby Island: 190 days (19 books of 10 tickets) at the economy ticket price for the ferry trip between Buckley Bay and Denman Island, and Denman Island and Hornby Island

      (iii) Employee lives on Denman Island, teaches on Hornby Island: 190 days (19 books of 10 tickets) at the economy ticket price for the ferry trip between Denman Island and Hornby Island.

      (iv) Employee lives on Hornby Island, teaches on Denman Island: 190 days (19 books of 10 tickets) at the economy ticket price for the ferry trip between Hornby Island and Denman Island

      (v) For employees assigned less than full time, the allowance will be prorated on the basis of the number of ferry trips required to meet the assignment.

5. The parties agree that there may be other situations analogous to those set out in Article B.10.4.a thru Article B.10.4.d above, in which non-resident employees are

assigned to schools which require them to use ferries or water taxis to travel to work. By no later than September 30, 2006, the parties will identify any additional Districts and locations where employees may require reimbursement for ferry/water taxi charges. These additional areas will be recorded in a Letter of Understanding.

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

ARTICLE B.11 BENEFITS

1. The Extended Health Care Benefit shall be amended to provide an unlimited lifetime maximum. [Refer to Article B.11.2.a]

LOCAL PROVISIONS

Benefit Brochures are available at the School Board Office.

2. Medical/Dental Benefits

   a. Participation in the British Columbia Medical Services Plan, including the Extended Health Benefits Plan as provided by MSA, shall be a condition of employment for all teachers and teachers on a long term assignment of forty (40) days or longer, appointed to the district half-time or more, and are qualified to participate under the plan. The Medical Services Association Extended Health Benefits Plan shall include Hospital Co-Insurance Coverage. The premiums shall be paid entirely by the Board.

   b. Participation in the MSA Dental Care Plan shall be a condition of employment for teachers, appointed to the district half-time or more, joining the staff of this district after December 31, 1981. The Board shall pay 75% of the premium costs.

   c. The Board shall continue to pay its share of premiums for benefit plans for a teacher who is receiving Salary Indemnity Plan Benefits for a maximum of one year.

3. Group Life Coverage

   a. Employees may participate in the BCTF/BCSTA Group Life Insurance Plan. The Board shall pay 75% of the premium costs.

   b. Any premium contributed by any teacher toward the total premium payable under this policy for insurance on the life of such teacher shall be deemed by the employer to be applied first to the premium for the amount of his/her insurance (if any) in excess of $25,000 and the balance (if any) of the employee's premium shall be deemed by the employer to be applied to the first $25,000 of this insurance.

   c. The Board shall continue to pay its share of premiums for benefit plans for a teacher who is receiving Salary Indemnity Plan Benefits for a maximum of one year.

4. Death Benefits

In the event of death of a teacher, the Board shall pay one month's salary to the widow or widower of the deceased, or to the estate if there be no widow or widower; this payment to be in addition to any amount earned by the deceased up to the date on which they last served.

5. BCTF Voluntary Insurance Plans

The Board agrees to administer the BCTF Voluntary Insurance Plans.

6. Employee Assistance Plan (EAP)

a. Further information regarding counselling and assistance programs can be obtained by calling 1-800-268-5211. Brochures are also available in each staff room or at the School Board Office.

b. One day's leave may be used for an initial consultation out of Revelstoke. Such leave shall be with pay but with leave charged to sick leave allowance.

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. 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.17: INITIAL PLACEMENT

Except as provided elsewhere in this agreement, a teacher shall be paid a basic annual salary determined in accordance with Article B.1 (Salary). Each teacher shall be placed on the basic salary schedule in accordance with the teacher's category and experience as provided in this agreement. A teacher may be paid in excess of the scale by mutual agreement of the Board and the RTA.

All rates of pay specified in this agreement are inclusive of annual vacation and statutory (general) holiday pay.

Article B.18: DOCUMENTATION REQUIREMENTS

1. A teacher's placement in a salary category shall be as determined by the Provincial Teacher Qualification Service, except as provided for in Article B.22 (Category Placement Exceptions).

2. At the time of appointment, the Board shall advise the teacher, in writing, of the procedures and documentation required to establish placement. Such documentation shall be submitted to the Board within the time required. It is the teacher's responsibility to provide the Board with all necessary certification and experience documentation. The deadline to provide the requested information will be automatically extended when the delay is caused by another institution or organization. The teacher is required to advise the Board if any delay is expected in meeting the deadlines in which case the Board may extend the deadline. The Board agrees to pay the teacher at the new category level retroactive to the effective date of the change. Otherwise, any salary adjustment will be effective at the beginning of the month following presentation of the changed certificate.

3. The Board shall notify the teacher in writing, of their placement in a salary category after receiving the necessary certification and experience documentation.

Article B.19: RECOGNITION OF PREVIOUS TEACHING EXPERIENCE

Years of experience to be recognized for salary purposes on appointment to staff shall be determined by the Superintendent of Schools on the following basis:

a. All teacher experience on a continuing or temporary appointment:

   i. in public schools in British Columbia;

   ii. in government support and government inspected schools outside British Columbia;

   iii. in government supported and government inspected private schools in British Columbia which use Ministry of Education curricula and only for such experience gained after September, 1979;

   iv. as a university or college faculty member, provided the experience was gained after December, 1980 and the teacher held a valid teaching certificate throughout the period involved and was responsible for at least nine (9) academic hours per week in the period.

b. Professional or senior managerial assignments with the Ministry of Education and/or the BCTF, provided the teacher held a valid teaching certificate throughout the appointment.

c. The experience of the teacher in a field or fields closely related to the teacher's instructional assignment may be recognized, with a maximum of three (3) years of such recognition.

d. Teachers who have retired and are re-employed shall be paid according to their experience and certification prior to retirement.

e. In the event that a teacher wishes to appeal their placement on the salary scale, for category and/or experience, the teacher must apply in writing to the Superintendent of Schools for adjustment. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, the grievance procedure, as outlined in Article A.6 (Grievance Procedure) of this contract will apply.

f. Upon receipt of documentation which establishes a salary category/experience higher than that in which the teacher was initially placed, a salary adjustment shall be made effective to the time of presentation.

Article B.20: ACCUMULATION OF TEACHING EXPERIENCE

1. A teacher will be placed on the step which is equivalent to the number of years of teaching experience. One year of experience will be credited for:

   i. a minimum of eight (8) months of full-time equivalent employment during one school year;
   ii. a minimum of eight (8) months of full-time equivalent employment during one calendar year;

   iii. a minimum of eight (8) months (160 days) full-time equivalent teaching accumulated by periods of long term assignments, part-time teaching and Teacher-On-Call may be added together for accumulation of years of experience credit.

2. For salary purposes, a Teacher-On-Call in Revelstoke shall accumulate credit retroactively to September 1, 1991. Teachers-On-Call new to the district are responsible for providing the Board with proof of experience from previous districts.

Article B.21: INCREMENT DATES

Experience increments shall be recognized on a monthly basis following the date on which applicable accumulation is earned.

Article B.22: CATEGORY PLACEMENT EXCEPTIONS

A teacher with a Letter of Permission and a university degree shall be placed in category 4 with appropriate recognition of teaching experience.

Article B.23: PART-TIME TEACHERS' PAY

1. A part-time teacher shall be paid the proportion of annual salary which is the percentage of full-time specified in the teacher's letter of appointment.

Article B.24: PART MONTH PAYMENTS AND DEDUCTIONS

1. The rate of deduction for a day without pay shall be defined as 1/200th of the current annual salary of the teacher.

2. Any prescribed day on which the teacher is on an authorized leave of absence shall be deemed to be a day of work and deductions which are authorized by this agreement in respect of such leave of absence shall be made from the teacher's monthly pay.

   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. 1/20th of regular monthly salary for each day taught; or

   b. full regular monthly salary less 1/20th of the salary for each day not taught.

Article B.25: ALLOWANCES

1. <u>Mileage Allowance</u>

   a. When teachers are required by the Board to supply their own transportation in the course of regularly assigned duties or other School Board business, the mileage allowance shall be at the same rate paid to Trustees on School Board business. All mileage allowance shall be subject to prior authorization by the Board.

   b. Exceptions to this article may be dealt with by direct application to the Board.

2. <u>First Aid</u>

   a. The Board shall pay an allowance in accordance with Article B.1 (Salary) to a minimum of one (1) teacher per school holding a valid Industrial First Aid certificate and acting as First Aid attendant in each school as required under the WCB Regulations.

   b. The Board shall reimburse the applicable course fees for the renewal of the certificate, subject to successful completion of the course. It will be the responsibility of the teacher to apply for this reimbursement and provide proof of payment and proof of successful completion of the course.

Article B.26: TEACHER-IN-CHARGE

1. In each school, the Principal shall appoint from the applications for the position, the Teacher-In-Charge.

2. In the event that all administrators and/or head teachers assigned to the school are absent from the district or ill, a teacher may be requested to assume the duties specified in this

clause for periods not exceeding five (5) consecutive days at any one time unless mutually agreed upon.

3. The Teacher-In-Charge shall strive to assure that the safety of students and security of the school are maintained, and shall deal with such emergent matters as may arise, with required assistance from District Office Staff. They may be requested to assume some of the day-to-day routines attached to administration. The Teacher-In-Charge shall not be responsible for major administrative or managerial duties, and specifically, shall not have such responsibilities in relation to other teachers or parents.

4. When acting as Teacher-In-Charge, the teacher shall be provided with sufficient Teacher-On-Call time as required.

5. When acting as Teacher-In-Charge, the teacher is covered by all the terms and conditions of the RTA Collective Agreement.

6. The Teacher-In-Charge shall be paid at the rate specified in Article B.1 (Salary).

Article B.27: NO CUTS IN SALARY

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

Article B.28: POSITIONS OF SPECIAL RESPONSIBILITY

1. Job descriptions for positions of special responsibility shall be developed by the Board with input from the RTA. These shall include, but not be limited to, Department Coordinators/Heads, Head Teachers/Teachers-In-Charge, the Elementary Counsellor, Resource/Curriculum Implementation Teachers, etc. When such a position is created or changed, the allowance and/or release time (i.e., time released from teaching duties to do a particular duty) shall be subject to negotiations between the Board and the RTA. Existing positions of Special Responsibility shall not be eliminated or changed prior to discussion between the Board and the RTA.

2. All positions of Special Responsibility shall be filled by application. Teachers appointed or assigned to positions of Special Responsibility shall, during the term of the position, receive an annual allowance as outlined in Article B.1 (Salary).

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.

Article C.12: EMPLOYMENT ON CONTINUING CONTRACT

All teachers appointed by the Board to the teaching staff of the district shall be appointed on a continuing contract of employment, except for:

a. temporary appointments, subject to the provisions of Article C.15 (Temporary Teachers Employment Rights);

b. probationary appointments subject to the provisions of Article C.13 (Dismissal and Discipline); and

c. Teachers-On-Call, subject to the provisions of this agreement.

Article C.13: DISMISSAL AND DISCIPLINE

1. Dismissal and Discipline for Misconduct

a. General

This article applies to discipline, suspension or dismissal of a teacher pursuant to Section 15 and 16 of the *School Act, R.S.B.C. 1996, c.412* with amendments.

The Board or its officials shall not discipline, suspend, or dismiss any person bound by this agreement except for just and reasonable cause.

b. Notification of Investigation

Where a teacher is under investigation by the Board for any cause, the teacher and the RTA shall be advised in writing of that fact immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation. Such notice shall contain a statement as to the general nature of the

allegation. In any event, the teacher and the RTA shall be notified at the earliest reasonable time and before any action is taken by the Board. The teacher shall be advised of the right to be accompanied by a representative of the RTA at any interview in connection with such investigation.

c. Meeting with the Teacher

The Board shall not suspend (other than a suspension to which Section 15(5) applies) or dismiss any person bound by this agreement unless it has, prior to considering such action, held a meeting with the teacher and the RTA.

Should the member receive legal advice recommending against attending this meeting, the RTA, on behalf of the member, may waive the right of this meeting.

Where the right to the meeting is waived, the RTA and the member agree that the Board has fulfilled its obligations to the member in this regard and shall proceed with the process as described in this Article.

i. The teacher and the RTA shall be given seventy-two (72) hours notice of the hearing. Such notice shall be in writing and shall include a statement as to the grounds for the contemplated action as well as all documents that will be considered at the hearing.
ii. The RTA, on behalf of the teacher, may file a written reply to the allegations prior to the meeting.
iii. At such meeting, the teacher shall be accompanied by a representative and/or advocate appointed by the RTA, and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board and to present witnesses on behalf of the teacher. They shall be entitled to ask questions or seek clarification of procedures and information.
iv. The decision of the Board shall be communicated in writing to the teacher and the RTA and shall contain a statement of the grounds and reasons for the decision.
v. The decision of the Board pursuant to Section 15(7) shall be communicated in writing and shall contain a statement of the grounds and reasons for the decision.

d. Media Release

Neither the Board nor the RTA shall release to the media or the public, information in respect of the suspension or dismissal of a teacher until a Board hearing has been held, a decision has been made and the RTA has been contacted. The media release will only describe the general nature of the charge against the teacher and the Board's decision as a result of its deliberations.

e. Subject to Grievance Procedure

Any dispute arising out of disciplinary action or dismissal action shall be subject to the grievance procedure commencing at Step Two. The RTA shall have the option of referring a grievance regarding dismissal directly to arbitration provided for in A.6 (Grievance Procedure).

At an arbitration in respect of the discipline or dismissal of a teacher for misconduct, no material which has been removed from the file pursuant to Article E.21 (Personnel Files) may be presented.

2. Probationary Appointments

a. No teacher shall be placed on probationary appointment unless, during their first year of continuing contract, they have received a teacher report indicating less than satisfactory performance. Such report shall be written in accordance with the provisions of Article E.15 (Evaluation of Teaching) with the exception of Article E.15.3.

b. In the event that the Board places a teacher on probation, it shall provide full written reasons to the teacher at that time. The teacher shall have the opportunity to discuss the reasons for the recommendation with the relevant district officials and the Principal. The teacher may be accompanied at such discussions by a member of the RTA or BCTF staff. A teacher placed on probation will be provided with a plan of assistance.

c. The Board shall not cancel a probationary appointment unless there has been a second teaching report, written by a different evaluator, indicating less than satisfactory performance. The second report shall be based on at least three classroom visitations.

3. Dismissal for Less Than Satisfactory Performance

The following applies with respect to teachers who are not placed on a probationary appointment.

a. Procedure

i. The Board shall not dismiss a teacher on the basis of less than satisfactory performance regarding the work of the teacher and the learning situation in the class or classes of the teacher unless there are three (3) Teacher Evaluation Reports written in accordance with Article E.15 (Evaluation of Teaching) by at least two (2) different evaluators, which conclude that the performance of the teacher is less than satisfactory.

ii. Where a Board official concludes from observations conducted during the report writing process that the performance of the teacher is less than satisfactory, and could lead to the issuance of a first less than satisfactory report, they will:

1. provide the teacher with written notice of the concerns and include suggestions for improvement;
2. meet with the teacher to discuss the concerns and consider ways that assistance may be offered;
3. provide the teacher with at least twenty (20) teaching days to address the concerns prior to reinitiating the report writing process.

b. Timelines

With respect to the three (3) reports which conclude that the performance of the teacher is less than satisfactory:

i. the reports normally shall have been issued in a maximum of twenty-four (24) calendar months;

ii. at least one of the reports must be written in the year following that in which the process was started and cannot be issued until at least forty (40) teaching days after school is back in session;

iii. there shall be at least eighty (80) teaching days between any two of the reports.

c. Notification of Dismissal

Where the Board intends to dismiss a teacher on grounds of a less than satisfactory teaching situation, it shall notify the teacher and the RTA of such intention and provide an opportunity for the teacher and representative to meet with the Superintendent and the Board within fourteen (14) days of such notice.

Article C.14: TEACHERS RIGHT TO PART-TIME EMPLOYMENT

1. Part-Time Employment

a. i. A teacher with a continuing full-time appointment to the teaching staff of the district may, without prejudice to that appointment, request a part-time assignment for a year or less. The Board shall not unreasonably refuse such a request. The appointment shall be granted through a leave of absence without pay and must be requested in writing prior to May 15th of each year.

ii. Continuing contract fractions of less than .4 FTE will be granted to employees only where annual school program organization and effective staff deployment permit.

iii. Where a vacancy occurs due to the granting of a part-time continuing appointment, the Board may create a temporary position unless another person with a continuing appointment applies for the new vacancy.

iv. At the end of the leave of absence, the teacher shall revert to a full-time continuing appointment in a similar assignment where practicable unless a further part-time appointment is requested and granted.

b. Full-time Kindergarten teachers will maintain their rights to a full-time K position following a period of reduction to part-time when enrolment increases require an additional K class in that school.

c. Teachers interested in requesting a teaching time increase or resigning from a portion of their continuing appointment should advise the Superintendent of Schools and the current school based administration in writing prior to May 15th.

2. Job Sharing

The Board and the RTA agree that job sharing has a potential benefit for both the district and the teacher. Two teachers on continuing appointment to the teaching staff of the district may, without prejudice to either appointment, jointly request a job sharing assignment for one year. Such assignment is to equal one full-time (1.0 FTE) position. The Board will consider school organization, timetables and program requirements before deciding upon a job sharing request.

Where the request is granted:

i. Salary and benefits shall be pro-rated according to the percentage of time worked by each teacher. The Board's costs will be limited to 1.0 FTE between two staff members. This article will supersede Article B.11.2 for administration purposes.

ii. A teacher who accepts a job-sharing assignment under this article will be responsible for all costs in excess of their agreed teaching assignment. For example:

1.0 FTE shared 60% and 40%

	Paid by the Board
60% position	60% of 100% BC Medical 60% of 100% Extended Health 60% of 75% Dental
	Paid by the Board
40% position	40% of 100% BC Medical 40% of 100% Extended Health 40% of 75% Dental

The difference between what is paid by the Board and what is required by the benefit carrier will be deducted and remitted on behalf of the employee so affected on a monthly basis.

iii. The job sharers are expected to make reciprocal arrangements for coverage during short-term leaves. Long-term leaves by one may be covered by the other with compensation on scale. Any exceptions to these situations can be resolved by mutual agreement between the Board and the RTA or by hiring a Teacher-On-Call.

Article C.15: TEMPORARY TEACHER'S EMPLOYMENT RIGHTS

1. Notwithstanding Article E.18.5, the Board shall appoint teachers on temporary contracts to fill vacancies created by leaves or job-sharing assignments that are known to be five months or more in duration.

2. The Board agrees to provide the RTA no later than October 15th in any school year, a list of teachers hired on temporary contract for the school year and a list of positions the Board considers temporarily existing or temporarily vacant for the school year.

3. A certified teacher will be converted to a continuing appointment if they are successful in obtaining a posted temporary position for a second time.

Article C.16: SENIORITY, LAYOFF, RECALL

1. Seniority

   i. In this agreement, "seniority" applies to teachers under a continuing contract and means a teacher's consecutive length of service as a continuing and temporary teacher in School District No. 19 (Revelstoke). The length of service shall be calculated from the effective date of appointment of consecutive service. Part-time teaching shall be credited for purposes of seniority as if it were full-time service.

   ii. When the seniority of two (2) or more teachers is equal based on the paragraph above, the teacher having the greatest aggregate employment with the Board shall be deemed to have the greatest seniority.

   iii. When the seniority of two (2) or more teachers is equal based on the two (2) preceding paragraphs, the teacher with the greatest aggregate length of service with another school authority or authorities recognized for salary experience purposes on the salary schedule in this agreement, shall be deemed to have the greatest seniority.

2. Seniority Accrual

   a. A teacher shall continue to accumulate seniority while on leave of absence without pay up to one (1) month in duration.

   b. A teacher shall not accrue seniority while on leave of absence without pay for longer than one (1) month, unless provided otherwise in this agreement.

   c. The following leaves of absences in excess of one month shall count toward consecutive length of service:

      i. Maternity Leave (as per Employment Standards Act);
      ii. Leave for education purposes;
      iii. Leave for duties with the BCTF;
      iv. Secondment to the Ministry of Education, a Faculty of Education or participation in a recognized teacher exchange program;
      v. Long-term sick leave;

vi. Leave for teaching with other recognized educational services (for example, CUSO), where such leave is approved by the Board.

d. A teacher on long-term personal leave or extended maternity leave shall not accumulate seniority but continuity of service shall be deemed not to have been broken.

3. Continuity of Service Not Broken

For the purposes of this agreement, continuity of service shall be deemed not to have been broken by resignation followed by re-engagement under the following circumstances:

a. for the purposes of maternity leave prior to June, 1981 provided re-engagement was within two (2) years;

b. where, prior to March, 1983, a teacher having provided the Board with at least four (4) years' consecutive service, resigned and was re-engaged in the second year after an absence of no more than one (1) school year.

4. Need to Reduce Staff Numbers

Where the Board considers that for educational, organizational or budgetary reasons it is necessary to reduce the total number of teachers employed by the Board, it shall be done in accordance with the provisions of this agreement. Nothing in this article is intended to interfere with the Board's authority regarding suspension, dismissal or termination of teaching personnel pursuant to this agreement.

5. Principle of Security

The Board and the RTA recognize that increased length of professional employment with the Board entitles teachers who possess the necessary qualifications to increased security of teaching employment.

6. Procedures for Reducing Staff Positions

When a reduction in the number of teachers employed is necessary, the teachers to be retained on staff shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.

7. Necessary Qualifications

a. Necessary Qualifications in respect to a teaching position means a reasonable expectation based on the teaching certification, training, education, and experience of the teacher that that teacher will be able to perform the duties of the position in an acceptable manner.

b. Necessary Qualifications are, in the final analysis, determined by the Superintendent of Schools and subject to the grievance procedure.

8. Notice of Lay-Off

The Board shall give each teacher it intends to lay-off, with a copy to the RTA, notice in writing on or before May 15th or November 15th, such notice to be effective at the end of

that school term. This notice shall include the reason for the lay-off, and a list of junior teachers retained with special qualifications.

9. Recall to Employment Rights

A continuing teacher who is laid-off shall have recall to employment rights for twenty-four (24) months from the effective date of the lay-off. An offer by the Board of appointment to a temporary position or to a long term assignment does not affect the recall rights of the teacher on lay-off whether the offer is accepted or not.

10. Option of Severance Pay

a. A teacher on continuing appointment who has completed one (1) or more years of continuous employment with the district and who is laid-off may:

i. immediately elect to be paid severance pay and relinquish recall to employment rights; or

ii. elect to retain recall rights until October 15th of the next school year, at which time if they have not been recalled, they will be paid severance pay and continue having recall rights.

b. Severance pay shall be calculated at the rate of five percent (5%) of one (1) year's salary for each completed year of continuous service to a maximum of one (1) year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the effective date of the lay-off.

c. A teacher who receives severance pay pursuant to this agreement 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 the calculation of any severance pay in the future, the calculation of years of service shall commence with the date of such re-hiring.

11. Loss of Severance Pay Rights

A teacher's right to severance pay is lost if the teacher refuses two (2) recall offers of positions for which the teacher possesses the necessary qualifications, equal to or greater than the percentage of full-time equivalent position held by the teacher at the effective date of lay-off.

12. Process of Recall

a. When a position on the teaching staff of the district becomes available, the Board shall, **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT**, first offer the position to the teacher with recall rights who has the most seniority among those laid-off pursuant to this agreement, provided that the teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with recall rights with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions which become available shall be filled in this manner while there are remaining teachers with recall rights pursuant to this agreement.

b. If the position accepted is a temporary or term position, the teacher shall retain the right to recall to a continuing appointment, for which the teacher is qualified, in accordance with this agreement.

c. A teacher who is recalled shall inform the Board whether or not the recall is accepted within three (3) working days of receipt of such offer, except where the recall is before the end of the school term during which the teacher has been laid-off, in which case, notice shall be given within twenty-four (24) hours of receipt of such recall.

d. The Board shall allow two (2) weeks from the acceptance of a recall offer for the teacher to commence teaching duties. The Board and the teacher may extend this time by mutual agreement. The Board may employ a temporary or a Teacher-On-Call for the position until the teacher recalled is available.

13. Loss of Recall Rights

A teacher's right to recall to employment is lost if:

a. the teacher elects to receive severance pay immediately upon being laid off in that school year;
b. the teacher refuses two (2) recall offers of positions for which the teacher possesses the necessary qualifications, equal to or greater than the percentage of full-time equivalent position held by the teacher at the effective date of lay-off;
c. two (2) years elapse from the effective date of lay-off and the teacher is still on lay-off;
d. the teacher accepts continuing employment with another district;
e. the teacher notifies in writing that he/she is no longer available;
f. the teacher fails to respond to a recall offer within ten (10) days of the date the notice is mailed by registered letter.

14. Right Not Lost

A teacher's right to recall is not lost and is without penalty if the teacher is attending university or qualifies for statutory maternity leave.

15. List of Those on Lay-Off

Each spring and fall term, the Board shall provide to the RTA a list of teachers on lay-off with recall rights.

16. Benefits on Lay-Off

A teacher on lay-off with recall rights shall be entitled, if otherwise eligible, to maintain participation in all health and welfare benefits by payment of the full premiums for such benefits to the Board.

17. Sick Leave on Recall

A teacher who returns following a recall shall be entitled to all the sick leave credit balance available at the date of lay-off.

Article C.17: TEACHER-ON-CALL HIRING

1. The Board shall maintain a list of persons who are qualified and have been placed on the list of Teachers-On-Call. The Board shall forward a copy of the list to the RTA in the month of September, and throughout the school year when revisions have occurred.

2. The Board shall not remove a person from the list of Teachers-On-Call without giving the individual written notice with the rationale included.

3. In appointing Teachers-On-Call, the administrator shall attempt to select a person on the list qualified for the assignment who possesses a valid B.C. Teaching Certificate.

4. A teacher needing a Teacher-On-Call shall have the right to request a name or names from the Teacher-On-Call list. When the requested Teacher-On-Call is unavailable or no preference is indicated, the administrator will hire Teachers-On-Call in an attempt to provide them an equal opportunity for employment at that school.

5. If a Teacher-On-Call is of the opinion that they are not being given an equal opportunity for employment within a particular school, they may request a rationale from the administrator of that school.

6. The administrator may hire persons not on the Teacher-On-Call list to a Teacher-On-Call teaching assignment only in the event that no available person on the list possesses the necessary qualifications for the assignment.

7. In the event that a substitute is employed to fill an absent teacher's position, this position, if it continues shall be filled by a Teacher-On-Call as soon as one becomes available.

8. The Board shall provide the teachers on district assignment with a Teacher-On-Call unless the teacher has no regularly assigned students.

9. In the event of a strike, lockout, or picket line as defined in Article A.28 (Picket Line Protection) the Board shall not replace absent teachers.

Article C.18: TEACHER-ON-CALL CALL OUT PROVISIONS

1. <u>Call Out Provisions</u>

   a. <u>Definitions</u>

      i. Half-day assignments will be pro-rated as follows:

Mornings	.6 FTE
Afternoons	.4 FTE
K	.5 FTE

      No assignment shall be for less than a morning or an afternoon of a day.

      ii. A Teacher-On-Call assigned to a school for a full or half-day and not utilized or utilized for only a portion of that day, shall be paid a minimum of a morning or afternoon's wage.

iii. A Teacher-On-Call shall not receive more than a maximum of 1.0 FTE pay per day unless assigned to a regular class in the morning at .6 FTE and a K class in the afternoon at .5 FTE.

b. Cancellation of Daily Assignments

i. Upon call-out duty on the day required, a Teacher-On-Call will be employed for at least a morning or an afternoon.

ii. In the event the services are not needed, the payment of a morning or afternoon's wages will still occur.

c. Cancellation of Pre-Arranged Assignment

In the case of a pre-arranged Teacher-On-Call date that must be cancelled, if the cancellation orders are given later than 10:00 p.m. the night before, the Teacher-On-Call will be employed for a minimum of a morning or afternoon on the subsequent day in one of the schools in the district. In the event the services are not needed, the payment of a morning or afternoon's wages will still occur.

SECTION D: WORKING CONDITIONS

ARTICLE D.1: Intentionally Left Blank

ARTICLE D.2: Intentionally Left Blank

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

Not applicable in School District No. 19 (Revelstoke). See Article D.14.

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.13 Intentionally Left Blank

Article D.14: WEEKLY TEACHING ASSIGNMENT

1. Elementary Teachers

a. A teaching assignment shall be defined as time during the instructional week devoted to teaching courses and lessons, and shall include time assigned to supervise curricular activities, including study periods but not including recess.

b. The implementation of this article shall entitle full-time elementary teachers to receive preparation time of ninety (90) minutes per week. Such preparation time shall be in periods of not less than thirty (30) minutes.

2. Secondary Teachers

a. A teaching assignment shall be defined as time during the instructional week devoted to teaching courses and lessons, and shall include time assigned to supervise curricular activities, including study periods but not including period changes or breaks.

b. The implementation of this article shall entitle full-time secondary teachers to receive one block of preparation time in each eight (8) block cycle based on the current timetable.

c. If there are internal timetable changes that may affect this clause, the changes shall be first discussed at the Liaison Committee.

3. Part-Time Teachers

a. Teachers whose teaching assignment is at least .4 FTE shall receive pro-rated preparation time or payment in lieu of preparation time. Such decision shall be made by the Board, after consultation with the teacher.

b. The administrator, where practicable and educationally sound, will provide teaching assignments in consecutive periods of time at the elementary level and consecutive timetable blocks at the secondary level.

4. Definition of Preparation Time

Preparation time is for lesson planning, correcting papers, collecting materials, group planning, and other duties related to teaching. It occurs when classes are normally in session.

5. Compensation for Coverage

a. It is not the Board's intent to use teachers to cover during preparation time except in those circumstances where operational requirements necessitate their use.

b. Where teachers are used to cover during their preparation time, they may accumulate such time(s) and in conjunction with the administrator of the school, schedule blocks of .6 or .4 of full day allotments for the purposes of professional development or preparation.

6. Home Education

a. Classroom teachers shall not be required to register, instruct, prepare materials or exams, assess or prepare reports on these students unless their assignment has been changed to provide time to enable them to provide such services.

Article D.15 DEFINITION OF SCHOOL TERM

For the purposes of this agreement, school terms for elementary schools are deemed to begin as of the first school day of September, the first school day of January and the first school day following Spring Break. A secondary school term, for the purposes of this agreement, shall be equivalent to the student progress reporting terms.

Article D.16: REGULAR WORK YEAR FOR TEACHERS

1. Regular Work Year

a. The annual salary established for employees covered by this agreement in accordance with Article B.1 (Salary) shall be payable in respect of a teacher's regular work year.

b. For the term of this agreement, it is the intention of the Board and the RTA that the regular work year as outlined in the Standard School Calendar shall be inclusive of five (5) professional development days, non-instructional days to fulfill the Ministerial Orders and one (1) year-end administrative day.

c. Standard School Calendar

i. Schools shall open on the first Tuesday after Labour Day in September;
ii. The regular work year will end on the last Friday in June or if the last Friday in June falls on or before June 25th, the regular work year will end on June 30th;
iii. Christmas Break will commence the Monday prior to December 26th; schools will re-open the Monday after January 1 or Tuesday 3 if January 1 is a Saturday or a Sunday;
iv. Spring Break shall begin the third Monday in March and re-open the following Monday unless the 4th Monday is Easter Monday, in which case schools will re-open on the Tuesday.

2. Paid Work Beyond Work Year

a. The Board may, upon the recommendation of the Superintendent of Schools, request the services of teachers outside the teachers' regular work year. Such work shall be voluntary. The method of compensation shall be determined prior to the commencement of the work. Compensation shall be either pay at the rate of 1/200th of the teacher's annual salary for each full day worked or compensatory paid leave provided the time is mutually agreeable to the teachers and their immediate supervisory officer.

b. Compensation by pay or time off under the preceding paragraph for partial days worked shall be a minimum of one-half (1/2) day.

Article D.17: NOON HOUR SUPERVISION

1. No member of the RTA shall be required to perform routine school supervision during the school's regularly scheduled noon intermission. Any supervision carried out by teachers during this period of time is voluntary.

2. When emergency or unforeseen circumstances occur, the administrator may designate, in a fair and equitable manner, a teacher to be available to assist supervisors should such assistance be required.

Article D.18: EXTRA-CURRICULAR ACTIVITIES

1. In this agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the district.

2. The RTA and the Board recognize and support extra-curricular activities as an important part of school life. It is recognized that involvement by a teacher in extra-curricular activities is on a voluntary basis.

Article D.19: STAFF MEETINGS

1. Notice

   At least seven (7) days notice of regular staff meetings shall be given. In exceptional circumstances, emergency staff meetings may occur without notice.

2. Agenda

   a. An agenda of items shall be given to teachers seven (7) days prior to any regular staff meetings.

   b. All staff members shall have the right to add items to the staff meeting agenda.

   c. Staff shall have the right, by majority vote, to adopt any items added to the distributed agenda by staff or the principal at the commencement of the meeting.

3. Minutes

   The Principal shall be responsible for ensuring that minutes of staff meetings are taken, circulated and filed.

4. Attendance

   Teachers shall not be required to attend staff meetings:

   a. which commence prior to fifteen (15) minutes before classes begin or which conclude later than ninety (90) minutes after dismissal of pupils, unless teachers and administrators mutually agree to extend these times;

   b. during recess or during the noon intermission (except in emergency circumstances);

   c. on weekends, holidays or other days when school is not in session.

5. Absence

   Absence from staff meetings would require reasonable notice and reasonable excuse.

6. There shall be a maximum of one staff meeting per month, except:

   a. in the case of an emergency in which there is a risk to staff and/or students; or

   b. an issue arises which the Staff Committee agrees merits an additional staff meeting.

Article D.20: TECHNOLOGICAL CHANGE

1. Technological Change

   a. It is agreed between the parties that the provisions and procedures on technological change as set out in Section 74-77 of the *Labour Relations Code R.S.B.C 1996, c.244* with amendments shall satisfy the requirements on this matter during the term of the agreement.

   b. Once notice of change has been given pursuant to the provisions of the *Labour Relations Code R.S.B.C 1996, c.244 with amendments*, the Board will determine, in consultation with the RTA, the options for the employees affected by the change. The options will include, but not be limited to, retraining, transfer or severance.

Article D.21: CLASSROOM AND FACILITIES

1. Classrooms and Facilities

   Classroom and other space provided shall be sufficiently flexible to allow the staff choices in the organization of classes and groupings and in the application of effective instructional techniques. Situations which do not, in the opinion of the teacher, meet the above conditions will be referred to the Principal. If the situation is not, in the opinion of the teacher, satisfactorily resolved, then the matter will be referred to the Staff Committee. If the situation is not, in the opinion of the Staff Committee satisfactorily resolved by the Principal, then the matter will be referred to the Superintendent of Schools or his/her designate. If the situation is not, in the opinion of the Staff Committee, satisfactorily resolved, then the matter will be referred to the Board's Building and Grounds Committee which will make recommendations to the Board. The above will be done as expeditiously as possible.

2. Special Needs Students

   a. A special needs student will not be placed in a classroom or facility that is not appropriate for the specific needs of the student.

   b. No physically disabled student will be required to attend classes in a facility that is unsafe due to lack of an easily accessible fire exit.

Article D.22: HEALTH AND SAFETY

1. Health and Safety

   a. Classes shall be conducted in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic, safe and conducive to effective teaching. Situations which do not, in the opinion of the teacher, meet the above conditions will be referred to the Principal. If the matter is not satisfactorily resolved, the matter will be referred to the Staff Committee. If the situation is not, in the opinion of the Staff

Committee, satisfactorily resolved, the matter will be referred to the Superintendent or designate. If the matter is not satisfactorily resolved, the matter will be referred to the Board's Finance and Facilities Committee which will make recommendations to the Board.

b. Where the situation is of immediate danger to the students or the teacher, the teacher shall act appropriately and then report the situation to the Principal.

c. Other specific health and safety problems shall be reported to the Principal. If the situation is not rectified or in the process of being rectified, in the opinion of the teacher, the matter will be referred to the Health and Safety Committee. If the situation is still not rectified within seven (7) days, the matter may be processed through the grievance procedure as outlined in Article A.6 (Grievance Procedure).

2. Student Medication

Student medication procedures in district schools shall be as follows:

a. teachers have a duty to render assistance in an emergency;

b. teachers shall not be called on to administer medication on a regular or predictable basis;

c. the Board shall establish policies that require schools to establish systems for administering medication after consulting with parents, family physicians, the Public Health Nurse and the Medical Health Officer;

d. the administration of medication shall be the responsibility of appropriate health personnel except for those mature students capable of, and trained in, self-administration.

3. Medical Supplies

An adequate, accessible first aid kit, which includes disposable gloves and disinfectant, shall be provided for each school.

4. Health and Safety Committee

a. Purpose

The joint Health and Safety Committee shall assist in creating safe and healthy places of work and learning, shall recommend actions which will improve effectiveness of safety programs, and recommend measures to attain compliance with the School Act and the Occupational Health and Safety Regulations.

The joint Health and Safety Committee shall hold meetings for the review of:

i. reports of current accidents, their causes and means of prevention;
ii. remedial action taken or required by the reports of investigations and inspections;
iii. any other matters pertinent to health and safety.

b. Composition

A joint Health and Safety Committee for the school district will be established and will meet as required, and at least once each month. It shall be composed of:

i. two (2) employees chosen by and representing the RTA;
ii. two (2) employees chosen by and representing CUPE;
iii. four (4) persons chosen by and representing the Board.

c. Co-Chairs and Minutes

One co-chairperson shall be chosen from employer representatives and one from worker representatives as per Workers Compensation Act. Minutes of all Committee meetings shall be distributed to all members of the Committee and to the parties.

Article D.23: ABSENCE OF TEACHER

1. When a teacher is absent from school, the Board shall employ a Teacher-On-Call to replace that teacher. This does not prevent teachers from voluntarily providing internal coverage.

2. Each teacher shall ensure that adequate instructions are available for the Teacher-On-Call called in during that teacher's absence.

Article D.24: TEACHER-ON-CALL WORKING CONDITIONS

A Teacher-On-Call is hired to perform the duties of an absent teacher. When the absent teacher has not provided specific duties to be undertaken during unassigned instructional time, the administrator may assign the Teacher-On-Call to other duties. In the event that the "absent" teacher is available for work, the Teacher-On-Call shall perform any teaching duties assigned by the administrator.

Article D.25: LONG TERM ASSIGNMENTS

1. For known long-term assignments, the Board will post to the schools, the RTA President and the Teacher-On-Call representative so that Teachers-On-Call can apply for the long-term assignment position to the designated administrator.

a. Definition

A long-term assignment shall be defined as any documented pre-determined or indeterminate period of Teacher-On-Call teaching exceeding five (5) consecutive days in the same assignment.

b. Predetermined Assignment

i. The Teacher-On-Call will be paid at the long-term assignment rate from the first day of the assignment.

ii. Prior to the start of the assignment, the Teacher-On-Call will be entitled to a Transitional Preparation Day. During this day, the Teacher-On-Call will become familiar with the regular teaching operation of the particular assignment. The rate of pay for this day will be the Teacher-On-Call's basic pay rate.

c. Indeterminate Assignment

Refer to Article B.2.6.

If, during the first five (5) days, the teacher on sick leave notifies the Principal that the leave is to be in excess of five (5) days, the Teacher-On-Call shall be paid, from that day forward until the end of the assignment, at the long-term assignment rate.

d. Removal From Position

This article does not prevent the removal from the long-term position of the Teacher-On-Call who is not performing their duties at an acceptable level.

e. Service Not Broken

For salary purposes, a long-term assignment shall not be broken by:

i. strike or lockout;
ii. illness of the Teacher-On-Call.

f. Conversion of Position to Temporary

When a long-term absence becomes determined and is five (5) months or more in length, the position will be posted as a temporary contract (refer to Article C.15 - Temporary Teachers Employment Rights).

Article D.26: TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS OR CLOSING SCHOOLS

1. When new school construction or major school renovations are planned:

a. the Board shall include union input in the planning process at the district level;

b. the staff of the affected school shall be actively involved in the planning process at the school level and shall be given the opportunity to recommend a design option;

c. the Joint Health and Safety Committee at both the district and school levels shall be involved during the construction.

2. When consideration is given to closing a school:

a. the board shall include union representation in the consultation process at the district level;

b. the staff of the affected school shall be actively involved in the consultation process.

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.13: ORIENTATION OF NEW MEMBERS

The Board and the RTA shall design and provide an orientation program for teachers newly appointed to the district. The orientation shall acquaint employees with the basic operation of the school district and the school as well as the rights and responsibilities of the collective agreement.

Article E.14: APPEALS

When an appeal is filed by a parent or student as per Section 11 of the *School Act, R.S.B.C. 1996, c.412* with amendments, the teacher involved shall be notified and have the opportunity to provide a written and/or verbal response.

Article E.15: EVALUATION OF TEACHING

1. Frequency of Evaluation

A Teacher Evaluation Report may be prepared on the work of a teacher and the learning situation in the teacher's class any time, on request of a teacher upon mutual agreement as to timing or when deemed necessary by the Superintendent, Director of Instruction or Principal at the teacher's work place. Such a request by a teacher will not be unreasonably denied.

2. Classroom Visits

a. Each Teacher Evaluation Report shall be based on at least three (3), and normally not more than eight (8), comprehensive visits which reflect the teacher's assignment. The teacher shall have the opportunity to select two (2) classroom visits, which may be included in or in addition to the eight (8). The classroom visits for the purpose of preparing the Teacher Evaluation Report can occur at any time during the school year, recognizing that visits in September, June or during the first twenty (20) teaching days of a change of assignment should occur only in extreme situations. Evaluation visits will not occur just prior to, or immediately after, Christmas, Spring Break or during days in which school-wide events are being staged.

b. The evaluator undertaking the writing of an evaluation report shall provide the teacher to be evaluated with a copy of the evaluation criteria and shall meet with the teacher to jointly review and discuss the purposes of the evaluation, the criteria to be used and the process by which the evaluation shall take place.

c. Following each observation, the evaluator shall discuss with the teacher his/her observations and impressions within two (2) working days of the observation. Such observations and impressions shall be provided to the teacher in written form upon request.

3. Plan of Assistance

The teacher shall be provided, when required by the Board or requested by the teacher, with supervisory direction to assist the teacher in developing an acceptable standard of performance. Such assistance shall include an identification of the time and resources that may be required. Except under extra-ordinary circumstances, where a plan of assistance is underway, formal evaluation will not take place. The RTA will be notified when a "Plan of Assistance" is implemented.

4. Final Draft of Report

a. Following preparation of the final draft of the report and prior to its finalization, the evaluator shall meet with the teacher to discuss the report, and where appropriate, make changes to the draft. The teacher shall be given a copy of the final report at the time of filing. The teacher may submit a written commentary which shall be attached to, and filed with, the report if the teacher so requests. A report shall normally be filed by May 15th of the school year in which prepared.

b. The content of a Teacher Evaluation Report shall be based primarily on the personal observations on the work of the teacher and the learning situation in the teacher's class by the evaluator.

c. The Teacher Evaluation Report shall be prepared by an administrator, a Superintendent of Schools, an Assistant Superintendent of Schools or a Director of Instruction.

5. Exceptions to Normal Evaluation Process

When the processes for assessment outlined in this agreement are not appropriate to the nature of the teacher's assignment (e.g., an assignment which is not in the classroom), the evaluator shall meet with the teacher to jointly review and discuss the process, the criteria which shall be followed, and any differences to the normal process.

6. Extra-Curricular Activities

Involvement or non-involvement in extra-curricular activities, participation in RTA activities or matters not directly related to teaching duties are outside the scope of evaluating and reporting on the work of a teacher.

7. RTA Involvement in Evaluation Criteria

The RTA shall be provided with the opportunity for input and discussion with regard to the development of the district's criteria for the evaluation of teaching performance and the work of the teacher, or any subsequent reviews of such criteria.

8. Other Classroom Visits

Nothing in this agreement shall preclude the Superintendent or other Board officials from making any visits to a classroom at any time for supervision or for any other purpose, or from communicating with a teacher in respect of general performance in the school.

Article E.16: TEACHER-ON-CALL ASSESSMENT OF TEACHING

A Teacher-On-Call in a predetermined assignment of over fifteen (15) working days in duration may, at the start of the assignment, request an administrator to provide a Letter of Assessment (upon mutual agreement as to timing) on completion of the assignment. This letter will indicate the number of visits and the administrator's assessment of the teaching situation. Such a request by a teacher will not be unreasonably denied.

Article E.17: APPOINTMENT

1. Appointment

   a. An applicant for appointment shall be entitled to rely on a representation of the Superintendent, an Assistant Superintendent, Director of Instruction, Secretary-Treasurer or school based administrator that an offer of an appointment has been made, or that an appointment has been made, or with respect to the terms of such offer or appointment.

   b. The Board shall confirm an offer of appointment to the district, in writing or by facsimile within forty-eight (48) hours.

   c. An offer of appointment to the district shall be deemed to have been accepted where there is verbal acceptance.

   d. The applicant shall confirm their verbal acceptance of an appointment to the district in writing or by facsimile within forty-eight (48) hours.

2. Appointment Procedures

   Advertisements, application forms, and interviews for appointments to the teaching staff of the district shall not include reference to extra-curricular activities and programs, and such matters shall not form part of any contract of employment.

Article E.18: POSTING AND FILLING VACANT POSITIONS

1. The parties agree that it is desirable to minimize the occurrences of students in the same class being taught by a succession of teachers in the same school year. The parties agree that the circumstances which give rise to such occurrences can arise for reasons beyond the control of either a local union or school district. Local unions and school boards will make every reasonable effort to minimize these occurrences.

2. Where a problem arises in the application of a posting and filling provision a local union and school board may agree to a solution which is inconsistent with the provision. In such cases, the solution is without prejudice and does not constitute a waiver of rights by either party, a local union, or a school district.

3. For greater clarity, the obligation set out in this section is an obligation to make every reasonable effort. Despite paragraphs (1) and (2), this section does not take away from nor add to the rights of any employee, nor does it require a local union or a school district to amend or waive a provision of the agreement.

4. Definition of Vacancy

   In this article, "vacancy" means an existing or newly created teaching assignment/position to which a teacher is not assigned.

5. Posting of Positions

   a. Teaching positions that become vacant for a duration of less than five (5) months shall be posted within the district and filled as a long-term assignment (refer to Article D.25 Long Term Assignments). The Board may, at its discretion, make the position a temporary contract.

   b. Teaching positions that become vacant for a duration of five (5) months or more shall be posted on school bulletin boards for information and will be filled on a temporary basis to the end of the school year. Any position at Revelstoke Secondary School that is for a full semester shall also be posted as a temporary position. A copy of the posting will be sent to the RTA office. The temporary position will be advertised in the local/provincial newspaper(s).

   c. Each year, the Board shall provide schools/staffs and the RTA information as to staffing timelines for the subsequent school year.

   d. Vacancies for temporary and continuing positions which will be available effective September 1st and for which notification has been received by the Board during the school year, shall be posted in all staffrooms and a copy sent to the RTA office.

   e. Prospective appointees shall be informed of the nature of the assignment.

6. Filling Priorities

   a. Subject to candidates possessing the necessary qualifications, these positions shall be filled in the following priority:

      i. Board initiated transfers;
      ii. School-based staffing realignment;

iii. Seniority, with necessary qualifications.

b. Notwithstanding this clause, teachers returning from leaves in accordance with Article G.13 (President's Release), G.15 (Representative's Long Term Release), G.16 (Maternity Leave) and G.17 (Parenthood Leave) shall be exempt from this filling priority.

c. Pursuant to Article C.16.12.a, a teacher who possesses the necessary qualifications must be recalled.

d. Teachers may keep the Board apprised of both their forwarding address(es) and phone number(s).

e. Teachers on the recall list must keep the Board apprised of both their forwarding address(es) and phone number(s).

7. Administrative/Specialized Positions

Administrative positions and teaching positions of a specialized nature may be advertised both locally and provincially from the moment of awareness of pending vacancy.

8. Positions of Special Responsibility

a. School positions of Special Responsibility shall be posted within the school. Department Coordinators/Heads, Head Teachers/Teachers-In-Charge shall be appointed annually and selection shall be made after consultation with the staff by June 15th.

b. District positions of Special Responsibility shall be posted in accordance with this article as they become vacant.

Article E.19: RTA INVOLVEMENT IN SELECTION OF ADMINISTRATION

1. Upon the posting of an Administrative or Board Officer position, the RTA shall be invited to provide input into the selection.

2. The RTA members of the selection team will:

i) review applications and make recommendations for the development of the "long list";

ii) act as observers during the interviews and indicate to the Board, their preference.

3. It is understood that all participants in the process are guided by the expected standards of confidentiality and ethics. [Refer to Provincial Letter of Understanding No. 1, Appendices 1 and 2, Addendum B].

Article E.20: TRANSFERS

1. Transfers

   a. This article shall apply to both teacher initiated and Board initiated transfers.

   b. Transfers from one school to another will be made to meet the needs of the district using the following criteria:

      i. curriculum and program needs of the receiving school;
      ii. teaching certification;
      iii. training;
      iv. education;
      v. experience (inclusive of teaching reports).

   c. Where two (2) applicants fall within a transfer category and both possess the necessary qualifications, the applicant with the greatest seniority will be preferred.

2. Assignment in School

   a. Assignment within a school shall be based on the qualifications, training, experience and personal preference of the teacher.

   b. Each teacher by May 15th shall express in writing to their Principal, their assignment preference for the upcoming school year.

   c. At the elementary school level, a staff meeting shall be held prior to May 22nd for the purpose of discussing the proposed organizational plan and staff perferences for the next school year.

   d. At the secondary level, a staff meeting shall be held prior to June 5th for the purpose of discussing the proposed timetable and staff assignments for the next school year.

   e. A teacher who is not satisfied with a proposed assignment in a school may appeal their assignment to the School Staff Committee. The Committee may, after hearing from personnel directly affected by any proposed assignment, recommend to the principal, that the teacher's assignment may be changed as per Article A.31 (School Staff Committees).

   f. In the event that the School Staff Committee recommends a change and the Principal does not implement the recommendations of the Committee, the Principal shall provide a written rationale.

3. Board Initiated Transfers

   a. Transfers initiated by the Board shall be for sound educational reasons.

   b. Prior to initiating a transfer of a teacher, the Superintendent or designate shall:

i. Discuss with the teacher the nature of the transfer, the reasons for it, and the situation at that time in the district. The teacher may be accompanied by a representative of the RTA.

ii. Give consideration to the teacher's professional and personal goals, and wherever possible, attempt to obtain the teacher's agreement to the transfer.

c. Transfers initiated by the Board shall be completed no later than June 10th in a school year except when they are necessitated by circumstances not reasonably known to the Board. The teacher shall be notified in writing of the transfer.

d. When the Board assigns a teacher to a significantly different grade level or subject area, the Board and the teacher shall jointly determine, and the Board shall provide the necessary financial and district staff resources to ensure adequate professional retraining.

e. The Board may transfer a teacher to an assignment involving a significantly different grade level or significantly different subject area, only if there remain no vacancies in the teacher's existing grade level or subject area for which they have the necessary qualifications.

f. Except in the most unusual circumstances, teachers will not be transferred more frequently than once every three (3) years.

g. A teacher who is transferred for reasons of projected enrolment decline, position reduction or other such factors shall have the opportunity of returning forthwith to the position previously held in the event that the projected factors do not actually materialize.

h. Any grievance concerning a transfer initiated by the Board shall be referred directly to Step 2 of Article A.6.3.

4. Teacher Initiated Transfer

a. Teachers may request transfer at any time, but transfers will not, except under the most unusual circumstances, be made after the beginning of a school year. An example of an unusual circumstance could be a teacher with a part-time assignment who applies for a full-time assignment.

b. Teachers interested in transferring from one school to another or who wish to express an interest in a specific subject/grade/position within the district, should advise the Superintendent of Schools and current principal, in writing, prior to April 30th.

c. The Superintendent or designate shall acknowledge, in writing, all requests for transfer and shall keep the teacher apprised of the status of the transfer.

d. Once all staff realignment meetings have occurred, offers of transfers may be issued. Teachers shall have forty-eight (48) hours to respond to such offers.

e. If the request for transfer is not granted, the Superintendent or designate shall provide a written rationale.

Article E.21: PERSONNEL FILES

1. Number of Files

There shall be only one personnel file maintained at the district office for each teacher. Following review by the principal and teacher, any other file relating to a teacher kept at the school shall be destroyed when the teacher or the principal leaves that school. Access to such files shall be limited to the teacher and the employer. Subject to the employee's written permission, a local union designate may have access to that employee's file.

2. Teacher's Access to File

a. After receiving a request from a teacher, the Superintendent in respect of the district file, or the principal of the school in respect of any school file, shall forthwith grant access to that teacher's file.

b. An appropriate Board official shall be present when a teacher views their file. They may be accompanied by an individual of his/her choosing.

3. Nature of Material Filed

The Board agrees that only material relevant to the employment and performance of the teacher, shall be maintained in personnel files. In the event that the teacher believes that any material in the file does not meet this criteria and the appropriate Board official does not agree to the removal of the specified material, the teacher may file a grievance pursuant to Article A.6 (Grievance Procedure).

Where material critical of the teacher, or in the nature of a reprimand, is placed in the file:

a. the teacher shall be so informed, and

b. the teacher may elect to attach an addendum to the material.

Where material critical of the teacher, or in the nature of a reprimand, is placed in the file, the teacher may request to have the material removed two years after the filing, provided that no further material of that nature has been subsequently filed. Requests for removal of such material shall not be unreasonably denied.

4. Confidential Medical Information

Confidential medical information that is placed in an employee's file shall be sealed, if so requested.

5. Accessibility by Others

Personnel files shall be in the custody of the Superintendent and shall not be accessible to other than appropriate officials of the school district for bona fide reasons.

Article E.22: FALSELY ACCUSED

a. The Board shall provide assistance to a teacher who has been falsely accused of child abuse or sexual misconduct in the course of duties as an employee of the Board, providing review by the Board or an arbitration hearing has not concluded that there is validity to the accusation.

b. Any such assistance provided by the Board shall be intended to expedite a teacher's successful return to teaching duties. The assistance may include leave of absence with pay, as determined by the Board after consulting with the RTA, and shall include first priority for transfer to any vacant position requested by the teacher for which they possess the necessary qualifications and, where requested by the teacher, provision of factual information to parents by the Board.

SECTION F: PROFESSIONAL DEVELOPMENT

Article F.1: CURRICULUM IMPLEMENTATION

1. a. The Board shall recognize the teacher as a key agent of educational and/or curriculum change.

   b. A joint Curriculum Implementation Committee shall be struck for the purpose of consultation and formulating recommendations regarding matters concerning the implementation of either provincial or local new curricula.

   c. The membership shall be comprised of:

      i. four (4) RTA appointees;
      ii. Superintendent of Schools or designate;
      iii. one (1) elementary administrator or designate;
      iv. one (1) secondary administrator or designate;
      v. one (1) trustee;
      vi. Pro-D Chairperson or designate.

   d. The Committee shall meet, at a mutually agreeable time, at the request of either party, to discuss implementation of the new curricula and to make recommendations to the Board with copies to the RTA.

   e. The Board shall inform the Committee of all funding that has been received for the purpose of educational or curriculum change and the procedures outlining how individuals, or groups, or school staffs may apply for access to these funds.

   f. If the recommendations of this Committee are not implemented, a rationale shall be provided.

Article F.2: CONSULTATION TIME

The Board supports the concept of consultation time to deal with curriculum changes proposed by the Ministry and will endeavor to provide such time wherever the need is demonstrated. Such time will require Superintendent approval.

Article F.3: TEACHER-ON-CALL PROFESSIONAL DEVELOPMENT ACTIVITES

All Teachers-On-Call on the Board's Teachers-On-Call list shall be eligible for any local Professional Development activities whether school or district based. Teachers-On-Call are eligible to apply to the Teachers-On-Call Pro-D account as per the present guidelines covering Professional Development. The Professional Development Committee representatives from the Teachers-On-Call will be responsible for notifying the Teachers-On-Call of all available Professional Development activities.

Article F.4: PROFESSIONAL DEVELOPMENT FUNDING AND CONTROL

1. Professional Development Trust Fund

A joint Professional Development Trust Fund shall be established by the Board.

2. Contributions

a. The Board shall contribute a minimum of two hundred and eighty dollars ($280) per teacher (continuing and temporary) to the Fund each year. The RTA shall contribute a minimum of seventy dollars ($70) per teacher per year.

b. The Board shall contribute a minimum of five hundred and sixty dollars ($560) (equivalent to 2.0 FTE) to the Fund each year, on behalf of substitute teachers. The RTA shall contribute a minimum of one hundred and forty dollars ($140) per year.

3. Pro-D Bank

Each September, a Teacher-On-Call Bank, as a segregated part of the Trust Fund, shall be provided with sufficient funds so that it contains the value of the "pay rate of a Teacher-On-Call" times the number of days which is equivalent to one hundred per cent (100%) of FTE.

4. Matters Covered

a. The joint Professional Development Trust Fund shall pay all professional development and professional improvement costs, including the cost of Teachers-On-Call.

b. The Professional Development Trust Fund shall be required to finance only those programs that meet the professional development goals of the school and of the individual teachers.

5. Composition of Committee

The Professional Development Trust Fund shall be administered by the District Professional Development Committee.

This Committee shall be comprised of:

a. one (1) teacher representative elected from each elementary school;
b. three (3) teacher representatives elected from Revelstoke Secondary School;
c. one (1) teacher representative elected from the teachers who are not attached to a particular school;
d. one (1) representative from the RTA;
e. one (1) Teacher-On-Call from the RTA.

This Committee shall be chaired by the representative of the RTA.

6. Responsibilities of the Committee

The Committee shall meet by September 30th of each school year and be responsible for:

a. to determine the per teacher allocation and the amount to be held by the committee or allocated to each school;

b. determining the types of teacher professional development for which teachers may be reimbursed;

c. establishing annually, the maximum rates of reimbursement for individual teacher professional development;

7. Professional Development Programs

a. School Based Programs

i. It is anticipated that the major vehicle for professional development, with regard to the Professional Development Trust Fund, shall be the school unit.

ii. The Administrative Officer and the staff of the school shall ensure a school-based professional development program that meets the goals of the school and the needs of the individual staff members is initiated, developed and coordinated.

iii. The Administrative Officer will be responsible for the administration of school-based professional development funds in accordance with this agreement and the professional development program adopted and developed by the school staff.

iv. A teacher who transfers to another school in the district shall have their unspent allocated professional development funds transferred to their "new" school for that teacher's use.

v. Teachers may access their own allocated school-based professional development funds to take credit courses.

b. District Teaching Staff

i. The Director of Instruction in consultation with District Teaching Staff, shall ensure the development of a professional development program that meets the needs of the District and the needs of the individual district teachers and that these are initiated, developed and coordinated.

ii. The Director of Instruction shall be responsible for the administration of the District Teachers' professional development funds in accordance with this agreement and the professional development program adopted and developed by the District teachers.

c. Teachers-On-Call

i. The Director of Instruction and the Teachers-On-Call Committee shall ensure the development of a professional development program that

meets the needs of the District and the needs of the individual Teachers-On-Call and that these are initiated, developed and coordinated.

ii. The Director of Instruction will be responsible for the administration of the Teachers-On-Call professional development fund in accordance with this agreement and the professional development program adopted and developed by the Teachers-On-Call Committee. The Committee Chairperson shall be responsible for signing the Professional Development Request form prior to its being forwarded to the Director of Instruction.

8. Expenditures in Accordance with Board Policy

a. All expenditures from the joint Professional Development Trust Fund shall be made in accordance with School Board financial regulations and procedures.

b. Annually, the District Professional Development Committee shall provide the Board and the RTA with an accounting for funds spent with a brief description of professional development activities undertaken.

Article F.5: ASSESSMENT / ACCREDITATION

a. The Board and the RTA agree that evaluation of programs and their implementation is beneficial to the continued provision of quality education in the district. It is acknowledged that an external evaluation or assessment requires increased clerical time and release time for teachers in order to minimize the disruption to instruction. For this reason increased funding will be made available.

b. The administration and staff shall determine the school's requirements for extra Teachers-On-Call and clerical support. Recommendations regarding the school's requirements made to the Board by the school staff and district personnel shall not be unreasonably denied. The Board shall provide a rationale to the staff if the recommendations are not implemented.

c. Implementation of recommendations in accreditation/assessment reports will be addressed at both the Board and school level.

Article F.6: PROFESSIONAL AUTONOMY

1. The Board recognizes that teachers are professionals and that the performance of their duties involves the exercise of professional judgment.

2. Within the bounds of effective educational practice, school instructional goals that have been collegially determined, prescribed curricula and district program requirements, teachers shall have individual professional autonomy in determining methodology of instruction and the planning and presentation of course materials for the classes of students to which they are assigned.

3. Nothing in this article shall limit the administrator in the performance of their formative and summative evaluative responsibilities.

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.11 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.23 (Critical Illness) for short term compassionate leave up to five (5) days.]

Article G.11: SICK LEAVE

1. <u>Definition</u>

   a. Sick leave shall be granted under circumstances where a teacher is disabled, through injury, medical/dental surgery or illness, to the extent that it would be unreasonable to expect the teacher to perform the normal duties of employment, except in the case of an accident for which compensation is payable under the *Workers Compensation Act*.

   b. Routine dental and medical appointments are excluded.

2. <u>Specialist Appointments</u>

   a. <u>Employee</u>

      i. When a teacher is required, for medical or dental reasons, to see a specialist in the Province of British Columbia, the teacher shall be granted sick leave for this purpose. A specialist appointment outside of British Columbia requires Board approval. Specialist appointment cards may be requested by the Board. Where the employee wishes confidentiality, they must submit such cards directly to the Superintendent.

ii. Routine dental and medical appointments are excluded.

b. Employee's Family

i. A teacher may be granted up to three (3) days leave in each circumstance, with a maximum of five (5) days in a school year, in order to attend to members of the immediate family: spouse (including common-law spouse), parent, child, sibling, ward or guardian, child of the spouse, parent of the spouse, requiring non-elective specialist medical care when that care is not available in Revelstoke. Such leave shall be with pay but with leave charged to sick leave, or when accumulated sick leave is exhausted, the teacher will have a deduction made at the cost of a Teacher-On-Call.

ii. Specialist appointment cards may be requested by the Board. Where the employee wishes confidentiality, they may submit such cards directly to the Superintendent.

c. Employee Assistance Program

One (1) day's leave may be used for an initial consultation out of Revelstoke. Such leave shall be with pay but with leave charged to sick leave allowance.

3. Medical Certificates

a. A teacher may be required to produce a certificate from a qualified medical practitioner certifying that such teacher is unable to carry out his/her duties due to illness, disability, or quarantine; or certifying the fitness-to-work of the teacher.

b. The Board reserves the right to seek a second medical opinion by a specialist mutually agreed upon before deciding on the leave request if the leave is for psychological reasons. Where the teacher and the Superintendent mutually agree, the teacher may attend a specialist referred by their family physician. Where agreement cannot be reached, the teacher will be provided with the names of at least two (2) specialists in the region and will select from that list.

c. Non-compliance with a Board request for a second medical opinion, will result in the teacher being granted a leave without pay.

4. Sick Leave Allowance and Accumulation

a. Sick leave allowance means the number of days that a teacher has been credited, through aggregate service to the Board, or transferred by the provision in Article G.1 (Portability of Sick Leave) and for which he/she will be entitled to sick leave at his/her regular rate of pay.

b. Sick leave allowance shall be credited to a teacher or a teacher on a long-term assignment of twenty (20) work days or longer, with the exception of a substitute, on the basis of one and one-half (1 ½) days for each month worked in the service of the Board. A month worked shall mean a month in which the teacher has worked for at least one day.

c. In any one year in which a teacher has not used his/her sick leave allowance or has used only a portion of it, the entire unused allowance shall accumulate for their future use without maximum.

d. The anticipated sick leave allowance for the current school year shall be advanced to the teacher, if required by the teacher. Anticipated sick leave allowance will not be advanced to the teacher who is on a long-term assignment. Any sick leave days advanced and used and not later credited in that school year are recoverable by the employer.

e. Each day shall be measured on a pro-rated basis determined by the proportion of full-time worked.

5. Sick Leave Usage

a. Deduction shall be made from sick leave allowance on the basis of one (1) day for one (1) working day (exclusive of holidays) of sick leave granted without loss of pay.

b. A maximum total number of one hundred and twenty (120) days of sick leave may be deducted from the sick leave accumulation or the advance in any school year.

c. Each day shall be measured on a pro-rated basis determined by the proportion of full-time worked.

6. Sick Leave Records

A record of all unused sick leave allowance will be kept by the Board for each teacher. The Board shall advise each teacher each on their monthly pay cheque, or upon application, of the amount of the teacher's accumulated sick leave allowance.

Article G.12: TEACHER EXCHANGE

1. a. Where a teacher is participating in a teacher exchange program, the exchange shall be a direct exchange. The exchange teacher shall be treated as the incumbent (as if he/she were remaining in the school) for purposes of room and teaching assignment.

b. Upon return, the incumbent shall be treated as if he/she had never left that school.

2. Notwithstanding the above, where the incoming exchange teacher is deemed to be unsuitable for the assignment, the Superintendent may re-assign the teacher. Such reassignment will not affect any existing position in the district, unless mutually agreed upon by the Board and the RTA.

Article G.13: PRESIDENT'S RELEASE

1. A teacher elected president of the RTA shall be granted full-time or part-time leave of absence for up to one year at the request of the RTA. Application for such leave shall be in writing and received by the Board prior to May 15th of the school year preceding the school year during which leave is wanted.

2. Upon leave being granted, the Board shall continue to pay the employee's salary and to provide all benefits as specified in the agreement. The RTA shall reimburse the Board for one hundred per cent (100%) of such salary, benefits and statutory benefit costs upon receipt of a monthly statement. Such leave shall be counted for sick leave and seniority, and as experience for salary placement purposes.

3. The president shall inform the Board of the number of days or partial days, if any, that the president was absent from presidential duties due to illness chargeable to sick eave. Such days or part days shall be deducted from the president's accumulated sick leave credits.

4. In the event the president resigned while on leave, the Board shall grant leave upon the request of the RTA, on the same basis as outlined above, to another teacher chosen to be president, provided suitable replacement(s) can be obtained.

5. The teacher returning to duty from leave as president, shall be assigned to a position which is of the same nature and time as held prior to the leave, or to a position as similar as practicable.

Article G.14: REPRESENTATIVE'S SHORT-TERM RELEASE TIME

1. RTA members who perform the following functions shall be entitled to leaves of absence with pay and shall be granted subject only to the Board being reimbursed for the cost of a Teacher-On-Call from teaching duties in order to carry out business of the RTA, BCTF or BCCT (B.C. College of Teachers), as follows:

Executive position of the BCTF	20 days
Executive position of the BCCT	20 days
RTA Bargaining Preparation	10 days
Local Association Representatives	10 days
Committee Chairs of the RTA	10 days
Committee or Task Force of the RTA, BCTF or BCCT	5 days
Staff Representative for RTA	5 days
BCTF Specialist Associations	5 days
Ministry Committees*	5 days

* Any Ministry leave longer than five (5) days requires Board approval.

2. During the negotiations of a contract, the RTA Bargaining Team will be granted release time to conduct negotiations.

3. Such release time from duties shall be granted with pay and shall be granted subject only to the Board being reimbursed for the cost of a Teacher-On-Call. Reimbursement for loss of service for non-classroom teachers shall be referred to the Liaison Committee.

4. RTA business will generally be conducted outside of instructional hours.

Article G.15: REPRESENTATIVE'S LONG-TERM RELEASE TIME

In the event that a teacher covered by this agreement is elected to a position as an officer of the BCCT or the BCTF, or is appointed on a term contract of employment to the administrative staff of the BCCT or the BCTF, or secondment to the BCTF, leaves of absence without pay shall be granted to a maximum of four (4) years. For purposes of pension, experience and seniority, the teacher shall be deemed to be in the full employ of the Board. In such case, the teacher shall be entitled on written notice by at least May 31st or November 15th to return to employment with the Board effective September or January and shall be assigned to a position which is of the same nature and time as held prior to the leave, or to a position as similar as practicable.

Article G.16: MATERNITY LEAVE

1. Maternity Leave

   a. A teacher shall be granted Maternity leave in accordance with the provisions of the *Employment Standards Act*.

   b. A terminated pregnancy shall be treated in the same manner as a birth under the *Employment Standards Act* (1980) and the Maternity and Extended Maternity Leave provisions of the agreement.

   c. In emergency situations, the teacher's application for leave shall be considered on shorter notice.

2. Early Return

   In the case of an incomplete pregnancy, the death of the child, or other special situations, a teacher many return to duty earlier than provided in the agreed-upon leave at the discretion of the Board.

   The teacher intending to make an early return to duty shall submit a written application and a medical certificate.

3. Assignment

   a. A teacher returning from short-term Maternity Leave during a school year shall be re-assigned to the same position held prior to the leave.

   b. A teacher returning from Extended Maternity Leave or short-term Maternity Leave which extends beyond the original school year, shall be assigned to a position which is the same nature and time as held prior to the leave, or to a position as similar as practicable.

   c. These items notwithstanding, a teacher may choose to apply for a transfer to another position.

4. Supplemental Employment Insurance Benefits Plan

a. When a pregnant teacher takes maternity leave to which she is entitled pursuant to the *Employment Standards Act*, the Board shall pay the teacher ninety-five per cent (95%) of her current salary for the first two weeks of the leave when the teacher is eligible to receive EI maternity benefits.

b. The Board agrees to enter into the Supplemental Employment Benefit Plan (SUB Plan) agreement by the *Employment Insurance Act* in respect of such maternity payment.

Article G.17: PARENTHOOD LEAVE

1. Teachers with dependent children shall be granted, upon application, a Parenthood Leave of absence, without pay, for up to one (1) school year. Application shall be made in writing and normally made at least 30 calendar days prior to the commencement of the leave. When the leave coincides with the beginning of the next school year, application shall be made on or before April 30th barring extenuating circumstances. Such extended leave shall coincide with the semester system at the secondary level and Summer, Christmas and Spring Break at the elementary level.

2. The Board may grant additional leave or subsequent parenthood leaves during the teacher's aggregate employment, in accordance with this article.

Article G.18: PATERNITY LEAVE

A male teacher shall be granted leave of absence, with pay, for up to two (2) days at the time of the birth of his child.

Article G.19: ADOPTION LEAVE

1. Two (2) days leave of absence with pay shall be granted for the adoption of a child. A teacher may request additional leave, with pay or at the cost of a Teacher-On-Call.

2. In the case of adoption or legal guardianship, a leave of absence without pay and not to exceed a time period of eighteen (18) weeks, shall be granted upon application pursuant to the *Employment Standards Act*. The leave shall commence from the date of arrival of the child in the home.

3. In special circumstances, a teacher may return to duty earlier than provided in the agreed-upon leave at the discretion of the Board.

4. The teacher intending to make an early return to duty shall submit a written application.

Article G.20: EXTENDED MATERNITY, PARENTAL (ADOPTION) LEAVE

1. Application for Extended Leave

   a. Teachers on maternity or parental (adoption) leave as defined by the *Employment Standards Act*, shall be granted upon application, an extended leave of up to one year.

   b. Application shall be made in writing and normally made at least twenty (20) working days prior to the expiration of the maternity or parental (adoption) leave. The ending of such extended leave shall coincide with the semester system at the secondary level and Summer, Christmas and Spring Break at the elementary level.

2. Early Return

   a. In special circumstances, a teacher may return to duty earlier than provided in the agreed-upon leave at the discretion of the Board.

   b. The teacher intending to make an early return to duty shall submit a written application.

3. Extended Maternity/Parental/Adoption Leave Benefits

   a. Teachers granted leave shall make prior arrangements to maintain compulsory medical, dental and extended health coverage, at their cost, during such leave. In accordance with this agreement, compulsory benefit coverage is a condition of employment for all eligible participants, including leaves of absence, unless coverage is provided under a spouse's plan.

   b. Life Insurance coverage in effect at the time of such leave is an optional benefit which may be continued during such leave.

Article G.21: JURY AND LEGAL DUTIES

1. A teacher who is required by a court of law to report for Jury Duty, to obey a subpoena of a criminal court, or to obey a subpoena of a civil court provided the case does not involve the teacher's personal or business interests, shall be granted leave of absence with pay. The teacher shall deposit with the Board proof of service and any monies receive, other than for expenses.

2. In circumstances unrelated to the business of the School District where a teacher's presence is required in a court of law, leaves shall be granted with pay or without pay.

Article G.22: BEREAVEMENT LEAVE

1. A teacher, upon notifying the administrator or the immediate supervisor, shall be granted leave of absence of up to five (5) days with pay in the case of the death of a spouse (including common-law spouse), parent, child, sibling, brother/sister-in-law, son/daughter-in-law, ward or guardian, grandparents or grandchild of either the employee or the employee's spouse. Such leave shall normally include the funeral or memorial service or the date of death. Any exceptions will be dealt with by mutual agreement between the Board and the RTA.

2. To accommodate bereavement needs in excess of five (5) days, the Board may grant additional leave with pay but with leave charged to sick leave; or when accumulated sick leave is exhausted, the teacher will have a deduction made at the cost of a Teacher-On-Call.

3. To accommodate leave for bereavement outside of those persons listed in the first paragraph of this article, leave may be granted upon application at the cost of a Teacher-On-Call.

Article G.23: CRITICAL ILLNESS

1. A teacher shall be granted up to five (5) days leave of absence with pay in one school year in the case of critical illness or condition which poses a serious threat to the life of a member of the teacher's immediate family: spouse (including common-law spouse), parent, child, sibling, brother/sister-in-law, son/daughter-in-law, ward or guardian, grandparent or grandchild of either the employee or the employee's spouse. The Board may require that such illness or condition be certified by the attending physician.

2. Additional leave may be grated upon application to the Board. Such leave shall be with pay or at the cost of a Teacher-On-Call.

3. In the event of the death of the immediate member of the teacher's family during this leave, bereavement leave shall be considered to be automatically in effect.

4. To accommodate leave for critical illness outside of those persons listed in the first paragraph of this article, leave may be granted upon application at the cost of a Teacher-On-Call.

[See also Article G.2 (Compassionate Care Leave) for leaves in excess of five (5) days.]

Article G.24: PUBLIC OR CIVIC DUTY

1. A teacher who is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, shall be given leave of absence, upon request, without pay, during the election campaign.

2. A teacher who is elected as a Member of Parliament or Member of the Legislative Assembly shall be granted leave without pay through the end of the school year in which the term expires.

3. A teacher who is elected or appointed to municipal or regional district offices or public boards shall be granted leave of absence at the cost of a Teacher-On-Call to a maximum of fifteen (15) days. Additional leave may be granted upon request.

Article G.25: WCB LEAVE OF ABSENCE

1. Teachers shall turn over, or cause to be turned over to the Board, any monies paid or payable to them by the Workers' Compensation Board for loss of wages. The Board will pay the teacher so affected normal and regular pay.

2. The teacher will not suffer any reduction of their sick leave bank to offset the costs to the Board associated with a W.C.B. leave of absence.

Article G.26: SELF-FUNDED LEAVE PLAN

A Self-Funded Leave Plan, covered by a separate contract between the RTA and the Board, is in effect under the conditions spelled out therein.

Article G.27: CITIZENSHIP COURT

A teacher who attends court ceremonies to become a Canadian citizen shall be granted one day of leave with pay for that purpose.

Article G.28: RTA / BOARD MEETINGS

Where teacher representatives are requested by the Board to meet on RTA/Board matters and for joint committee work during working hours, leave shall be granted with pay for time so spent.

Article G.29: EDUCATION LEAVE

1. Educational leave shall be granted to a maximum of two (2) teachers per school year. Such leave will be granted without pay but with the Board paying the employer's portion of medical, dental and extended health benefits.

2. Applications for leave for education purposes shall be received in the Board Office after January 1st of each school year but not later than March 31st prior to the end of the school term.

3. The teacher(s) will be expected to return to the district for a term of one (1) year. Should the teacher(s) resign immediately after the education leave, the teacher(s) shall reimburse the Board for its costs for the medical, dental and extended health benefits.

Article G.30: UNIVERSITY DEGREE

A teacher shall be granted leave of absence for one (1) day with pay, to attend convocation to receive a university degree. Additional leave may be granted upon application to the Board. Such leave shall be with pay or at the cost of a Teacher-On-Call.

Article G.31: UNIVERSITY EXAMINATIONS

A teacher shall be granted leave of absence for one (1) day with pay, to write a university examination. Additional leave may be granted upon application to the Board. Such leave shall be with pay or at the cost of a Teacher-On-Call.

Article G.32: JOB INTERVIEW

A teacher shall be granted leave of absence for up to one (1) day in a school year for the purpose of a job interview. Such leave shall be granted with a deduction at the cost of a Teacher-On-Call. Any monies received by the teacher as compensation in excess of the deduction for loss of wages shall be paid to the Board.

Article G.33: LONG-TERM PERSONAL LEAVE

The Board may grant, at its discretion, Long-Term Personal leave to a teacher who so requests and provides reasons. Such leave may be extended for one (1) year on the same basis.

Conditions to Long Term Personal Leave are as follows:

a. It is understood that leave shall be for one hundred percent (100%) of the present assignment.

b. Application shall be made in writing and normally made at least thirty (30) calendar days prior to the commencement of the leave. When the leave coincides with the beginning of the next school year, application shall be made on or before April 30th barring extenuating circumstances.

c. Only teachers having three (3) prior full continuous years service in the district effective June 30th of the year leave is requested are eligible to apply.

d. The Board may grant leaves up to the equivalent of ten percent (10%) of the RTA teachers on staff in the district.

e. Such extended leave shall coincide with the semester system at the secondary level and Summer, Christmas and Spring Break at the elementary level.

f. Selection will be made on a first come, first served basis. In the event of multiple applications, selection will be made by seniority.

Article G.34: SHORT-TERM LEAVE

Teachers shall be entitled to three (3) days (consecutive or non-consecutive) of personal leave in a school year to cater to personal needs for purposes not covered elsewhere in this Agreement.

In such cases, leave will be granted:

a. at any time except in conjunction with the annual opening and closing of schools;

b. to a maximum of four (4) teachers at any one time;

c. on a first come, first served basis, except that a teacher who has not been granted such leave will have precedence over a teacher who has;

d. under normal circumstances, a written explanation is to accompany the request for leave. Requests of a sensitive nature may be made verbally to the Superintendent of Schools.

Leave requests involving civic, community, education or family matters may be granted with pay or at the cost of a Teacher-On-Call. In all other cases, the Board may grant leave without pay.

Article G.35: GENERAL LEAVE

1. The Board may grant a leave of absence, up to one (1) year in duration, to any teacher requesting such leave. For leaves in excess of ten (10) days, application shall be made in writing and normally made at least thirty (30) calendar days prior to the commencement of the leave. When the leave coincides with the beginning of the next school year, application shall be made on or before April 30th barring extenuating circumstances.

THE BOARD OF SCHOOL TRUSTEES SCHOOL DISTRICT NO. 19 (REVELSTOKE)	REVELSTOKE TEACHERS' ASSOCIATION

Original Signed Copies are on file with both parties.

Local Letters of Understanding

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

LETTER OF UNDERSTANDING A

BETWEEN

School District 19 (Revelstoke)

AND

The Revelstoke Teachers' Association

EARLY RETIREMENT INCENTIVE AND CAREER CHANGE PLANS

The parties hereby agree to create an Early Retirement Incentive and Career Change Plan Committee.

The Committee will endeavor to:

a. Investigate and develop models of Early Retirement Incentive and Career change Plans; and
b. Investigate teacher needs.

It is further agreed that The Committee shall be composed of the RTA President, other RTA members, Superintendent of Schools and the Secretary-Treasurer.

It is further agreed that where there is no loss of funds to the Board, an Early Retirement Incentive and/or Career Change Plan will be implemented as soon as possible and maintained if there continues to be no loss of funds to the Board. Plans that cause a loss of funds to the Board will be presented to the Board/RTA Liaison Committee and then to the Board's Finance Committee for consideration in the Board's budget process with a goal of implementation of Board expenditures on or after June, 1994.

SIGNED THIS 25TH DAY OF JUNE, 1993

THE BOARD OF SCHOOL TRUSTEES SCHOOL DISTRICT NO. 19 (REVELSTOKE)	REVELSTOKE TEACHERS' ASSOCIATION

Original Signed Copies are on file with both parties.

Provincial Letters of Understanding and Intent

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

LETTER OF INTENT NO. 1

BETWEEN

British Columbia Public School Employers' Association

AND

British Columbia Teachers' Federation

Re: Formalization of Middle School Provisions

Where a middle school program has been operating in a district without a formal agreement, the local and the employer shall modify the Collective Agreement, in a Letter of Understanding signed by the provincial and local parties, to incorporate the terms under which the middle school program has been operating.

Should the employer and the local be unable to agree, by March 01, 2007, on the terms under which the middle school program has been operating, either party may refer the outstanding issues to expedited arbitration as set out in Article D.5.5.c.

In such a case, the jurisdiction of the arbitrator shall be confined to a determination of the terms that most accurately reflect the practice in the district with respect to the operation of the middle school program in a school or schools.

Original signed by:

Jinny Sims BCTF President	Jacquie Griffiths BCPSEA Chief Negotiator

Not applicable in School District No. 19 (Revelstoke).

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 31st 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.

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*

<u>Section A</u> — The Collective Bargaining Relationship

1. Term and Renegotiation
   - *1.71* *Negotiations - Provision for Re-Opening During Tern, 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

<u>Section B</u> — 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

<u>Section C</u> — 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

<u>Section D</u> — 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

<u>Section E</u> — 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*

<u>Section F</u> — 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*

<u>Section G</u> — 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

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

<u>Section A</u> — 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)

<u>Section B</u> — 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

<u>Section D</u> — 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

<u>Section E</u> — 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.

<u>Section F</u> — 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

<u>Section G</u> — 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

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*

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 7th of October, 1997.

British Columbia Teachers' Federation

"R. Worley"

British Columbia Public School Employers' Association

"K. Halliday"

LETTER OF UNDERSTANDING NO. 2

BETWEEN

British Columbia Teachers' Federation
(BCTF)

AND

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 Pekeles

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. 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:

Jinny Sims BCTF President	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 replace or amend 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:

Jinny Sims BCTF President	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:

Brian Kennelly BCTF Co-Chief Negotiator	Jacquie Griffiths BCPSEA Chief Negotiator
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:

Jinny Sims BCTF President	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 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:

Jinny Sims BCTF President	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:

Jinny Sims BCTF President	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:

Jinny Sims BCTF President	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:

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

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

b. Effective July 1, 2008, each full-time equivalent employee in the school districts above to receive a recruitment allowance of $2,200 upon commencing employment. Each part time employee to receive a recruitment allowance pro-rated to her/his full-time equivalent position.

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:

Jinny Sims BCTF President	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:

Jinny Sims BCTF President	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:

Jinny Sims BCTF President	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	Jim Iker
BC Public Employers' Association	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	Irene Lanzinger
BC Public Employers' Association	BC Teachers' Federation
March 12, 2008	March 13, 2008