

**2006-2011**

**PROVINCIAL COLLECTIVE AGREEMENT**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION/  
BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 20  
(KOOTENAY-COLUMBIA)  
(The "Employer")**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION/  
KOOTENAY COLUMBIA TEACHERS' UNION  
(The "Union")**

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

*As it applies in School District # 20 (Kootenay-Columbia)*

Please note:

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

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## **PREAMBLE**

The purpose of this collective agreement is to establish and maintain orderly contract administration procedures between the Employer and the Association. It is recognized that it is in the best interests of both parties as well as those served by the school system that harmonious employment relations be maintained.

The parties to this agreement have a desire to provide the highest quality of education service possible.

Within the terms of this collective agreement all references to the feminine or masculine gender shall include both masculine and feminine, except in the provision of parenting leave.

The parties agree that in the event of a conflict between this agreement and relevant legislation and their regulations, they will be read in such a way as to harmonize with the collective agreement unless the operation of the latter is clearly excluded.

## **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 recognizes the Kootenay Columbia Teachers' Union for the negotiation in the district as the teachers' union for the negotiation in the district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

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

1. All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the local(s) [Kootenay Columbia Teachers' Union] in the district 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.

### **Local Provisions**

3. Article A.3.1 does not apply to teachers who were employed by the Board but were not members of the Union on July 1, 1988 and who have not subsequently become members.



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

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

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

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee, and the local shall appoint the representatives.
3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.1 and A.5.2 above, in order to attend meetings that occur during normal instructional hours. Teacher on call costs shall be borne by the employer.
4. When a teacher on call is appointed to a committee referred to in Article A.5.1 and A.5.2 above, and the committee meets during normal instructional hours, the teacher on call shall be paid pursuant to the provisions in each district respecting Teacher on Call Pay and Benefits. A teacher on call attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the teacher on call shall receive a full day's pay.

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

### **1.      Preamble**

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

### **Steps in Grievance Procedure**

#### **2.      Step One**

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

#### **3.      Step Two**

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

#### **4.      Step Three**

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

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

- i.      the number of representatives of each party at Step Three shall be three; and/or
- ii.     at least one of the employer representatives shall be a trustee.

- b. If the grievance involves a Provincial Matters issue, in every case a copy of the letter shall be sent to BCPSEA and the BCTF.

## **5. Omitting Steps**

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

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

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

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

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF or BCPSEA where applicable may refer a "provincial matters grievance," as defined in Appendix 1 and Addenda, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a "provincial matters grievance." The parties shall agree upon an arbitrator within ten (10) working days of such notice.
- c. Review Meeting:
  - i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a provincial matters grievance that has been referred to arbitration.
  - ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.
  - iii. Each party shall determine who shall attend the meeting on its behalf.

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

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

## **9. General**

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.
- c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.

- d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.
- e.
  - i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher on call is required, such costs shall be borne by the employer.
  - ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
  - iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any teacher on call that may be required.

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

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

#### **ARTICLE A.8 LEGISLATIVE CHANGE**

1. In this article, "legislation" means any new or amended statute, regulation, Minister's Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
2.
  - a. Should legislation render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.
  - b. In that event, the parties shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.

3. If, within thirty (30) days of either party's request for such meeting, the parties cannot agree on such modifications, or cannot agree that the Collective Agreement has been affected by legislation, either party may refer the matter(s) in dispute to arbitration pursuant to Article A.6 (Grievance Procedure).
4. The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

#### **ARTICLE A.101 UNION SCHOOL STAFF REPRESENTATIVE**

1. Union school staff representatives at each school shall be elected in accordance with Union procedures and the names shall be provided to the Board.
2. After receiving authorization from the Principal / Vice Principal, a staff representative may use a school facility to conduct Union business.
3. Where meetings between a Principal / Vice Principal and a teacher concern or may concern disciplinary matters, then the teacher shall have the right to have a Union staff representative in attendance and such attendance shall be without loss of pay. A Union representative shall include a school staff representative or another KCTU member designated by the KCTU President.

#### **ARTICLE A.102 ACCESS TO WORKSITE**

1. After receiving authorization from the Principal / Vice Principal or the Superintendent of Schools, the Union president or his/her designate shall have the right to transact official Union business on school property and to utilize District facilities.
2. In addition, for the duration of this agreement, the Union will have the right to use school facilities for meetings and other Union activities in accordance with the present practice between the parties.

#### **ARTICLE A.103 BULLETIN BOARDS**

1. The Union shall have the right to post notices of activities and matters of Union concern on bulletin boards. These bulletin boards shall be provided in each staff room in each school building.

#### **ARTICLE A.104 INTERNAL MAIL**

1. The Union shall have access to the District mail and electronic mail services, and employee mail boxes, free of charge, for communication to bargaining unit members.

## **ARTICLE A.105    SHORT TERM LEAVE FOR UNION BUSINESS**

### **1.     Union Leaves**

- a.     An employee covered by this agreement shall be entitled to leave of absence to carry out Union business. The determination of what constitutes Union business is wholly up to the Union. Where practical, requests for leave pursuant to this section shall be with at least three (3) days notice.
- b.     Leave with pay shall be provided to members of the Union executive, up to six members inclusive of the president and chief negotiator, designated to prepare for and conduct contract negotiations. Under normal circumstances, the Union will request leaves at least three (3) days in advance.
- c.     Such leave of absence shall be granted without loss of pay subject to the Board being reimbursed for the cost of the Teacher on Call.
- d.     The granting of leave under this section will be subject to there being a Teacher on Call available pursuant to Article C.106.

The Board agrees that attempts to schedule a Teacher on Call will be made as soon as possible after receiving notice under this section and will verify the granting of leave to the teacher as soon as a Teacher on Call is scheduled.

## **ARTICLE A.106    PRESIDENT'S LEAVE**

1.     The Board agrees to grant leave of absence for up to one FTE per year for the teacher or up to three (3) teachers elected to the position(s) of Union president. The Union will notify the Board by May 31 of the name(s) of the teacher(s) involved and the proportions of time off for the subsequent school year.
2.     The Board will continue to pay that teacher(s) his/her salary and to provide benefits as specified in this agreement. The Union will reimburse the Board for such salary and benefits cost upon receipt of a monthly statement.
3.     That teacher(s) shall be entitled to all rights of the agreement and for pension purposes be treated as if he/she were not on leave. That teacher(s) shall inform the Board of the number of days or partial days, if any, that he/she was absent from presidential duties due to illness.
4.     The teacher(s) returning to full teaching duties from a term or terms as president shall be assigned to the position held prior to the release, or if said position no longer exists, will be subject to Article C.2 and C.3, or to another position which is acceptable to the teacher and the Board.
5.     In the event that the teacher(s) is unable to fulfill the presidential duties due to illness which would prevent him/her also from returning to teaching duties, the Board shall grant leave, to another Union member to assume the duties of president. All provisions of this article shall apply in this circumstance.

## **ARTICLE A.107 LONG TERM LEAVE FOR UNION BUSINESS**

1. Upon written request by the Union, the Board shall grant a leave of absence without pay to one teacher per year.
2. This leave shall be extended upon written application of the Union.
3. Sick leave earned prior to the long term leave shall be retained upon returning to the school district.
4. The teacher shall give written notice prior to May 31 of his/her intention to return to the school district in September of that year or prior to November 30 of his/her intention to return in January of the following year. Notwithstanding notice provisions as specified above, the teacher may return to the School District at any time, by mutual agreement.
5. On return from leave a teacher shall be assigned to his/her position if available, a comparable position, or if no position exists the teacher will be subject to Article C.2 and C.3.
6. Where the Board approves, one additional teacher may be entitled to long term leave for Union business and all provisions of this Article shall apply in this circumstance.

## **ARTICLE A.108 CHIEF NEGOTIATOR'S RELEASE**

1. The Board hereby agrees, subject to the recommendation of the superintendent of schools relative to the learning situation, to grant leave of absence for a teacher designated as chief negotiator of the Union.
2. The Board will continue to pay that teacher his/her salary and to provide benefits as specified in the agreement. The Union will reimburse the Board for such salary and benefits upon receipt of a monthly statement.
3. That teacher shall be entitled to all rights of the agreement and for pension purposes be treated as if he/she were not on leave. That teacher shall inform the Board of the number of days or partial days, if any, that he/she was absent from duties of the chief negotiator due to illness.
4. The teacher returning to full teaching duties from a term as chief negotiator shall be assigned to the position held prior to the release, or if said position no longer exists, will be subject to the Article C.2 and C.3, or to another position which is acceptable to the teacher and the Board.
5. In the event that teacher is unable to fulfill the duties of the chief negotiator due to illness which would prevent him/her also from returning to teaching duties, the Board shall grant leave to another Union member to assume the duties of chief negotiator. All provisions of this Article shall apply in this circumstance.
6. That teacher shall return to teaching duties at the commencement of the month following the conclusion of negotiations.



## **ARTICLE A.109 LEAVE TO INVESTIGATE GRIEVANCES**

1. A staff representative, or other teacher designated by the Union, shall obtain the permission of his/her Principal / Vice Principal before leaving his/her work to perform his/her duties as a staff representative. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the staff representative shall notify the Principal / Vice Principal.
2. The duties of the staff representative to which this leave provision shall apply are:
  - a. investigation of complaints of an urgent nature;
  - b. assisting any teacher in presenting a grievance in accordance with the grievance procedure;
  - c. investigation of grievances where it is necessary to do so during class time;
  - d. attending meetings at the request of the Board.
3. The cost of providing a Teacher on Call in connection with Article A.109.2.a through A.109.2.c will be paid by the Union, except where the meeting occurs during school hours at the specific request of the Board.

## **ARTICLE A.110 MANAGEMENT RIGHTS**

1. The parties agree that except as specifically limited within this agreement the right and responsibility to manage all its operations is the exclusive responsibility of the Board and the Board has the right to assign duties and to manage and direct employees, provided this latter right is exercised fairly, reasonably and in a non-discriminatory manner.

## **ARTICLE A.111 CONSULTATIVE PROCESS**

1. Teacher involvement in the decision-making process regarding the allocation of resources shall be encouraged. The objective shall be to have decisions made as close to the point of service as possible, consistent with a respect for the authority and responsibility of the Board for educational governance and public accountability through sound management practices.
2. **Teacher/Board Education Resources Committee**
  - a. The parties agree to establish a Teacher-Board Educational Resources Committee which shall consist of three people appointed by the Union and three people appointed by the Board.
  - b. The terms of reference of the committee are:
    - i. to provide a forum for discussion of matters dealing with educational programs and provision of educational services,
    - ii. to discuss draft policies, or proposals for policy, which involve educational programs and make recommendations to the Board,

- iii. to review administrative decisions regarding provision of (removed by legislation/intentionally left blank), facilities, and to make recommendations to the Board.
- 3. The committee will meet at least once every two months during the school year except that this may be varied by mutual agreement.
- 4. School Staff Committee**
  - a. There shall be established by September 30 of each school year a recognized staff committee in each school.
  - b. The size and membership of the staff committee shall be determined by the staff.
  - c. Subject to change by a majority vote of the school staff, the staff committee shall have the opportunity to:
    - i. Assess the teaching and learning conditions within the school and make recommendations for improvement in the total teaching situation.
    - ii. Study and make recommendations on:
      - (1) School regulations, policies and routines.
      - (2) School educational policy.
      - (3) Professional and non-instructional days.
      - (4) School curriculum planning and evaluation.
      - (5) School timetable and organization.
      - (6) Removed by Legislation/Intentionally Left Blank
    - iii. Have access to and review all school level budget and financial information.
    - iv. Review and make recommendations on other matters of concern raised by member(s) of the staff.
  - d. Should the school administration choose not to implement these recommendations, written reasons shall be provided to the school staff committee.

#### **ARTICLE A.112 ACCESS TO INFORMATION**

- 1. The Board agrees to provide to the Union, upon request of the Union, any of the following information:
  - a. lists of teachers on continuing or temporary assignment, showing their names, addresses, salary schedule placement, and teaching assignment;
  - b. notifications, as they occur, of teacher job postings, transfers, hirings, resignations, retirements, employee deaths and any less than satisfactory evaluation.

- c. financial information provided pursuant to the Financial Information Act;
- d. the agenda, minutes, and attachments thereto of all public Board meetings;
- e. other information relating to teachers in the bargaining unit, as is reasonably accessible at minimal cost and may be required for collective bargaining purposes and contract administration.

#### **ARTICLE A.113 PICKET LINE PROTECTION**

1. All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Code of British Columbia. Failure to cross a picket line, encountered in carrying out the employee's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action and, any employee failing to report for duty shall be considered to be absent without pay.
2. Article A.113.1 shall not apply where a tribunal of appropriate jurisdiction declares the picketing to be unlawful.
3. The Board shall not require teachers covered under this agreement to do the work or carry out the duties normally performed by employees engaged in a strike or lock-out except in the case of emergency.

#### **ARTICLE A.114 COPY OF AGREEMENT**

1. The parties agree to share equally the costs of printing in accordance with mutually agreed upon arrangements.
2. If possible, copies will be made available within thirty (30) days of the execution of the agreement.

#### **ARTICLE A.115 STAFF ORIENTATION**

1. All employees new to the staff of the Board shall receive within the first thirty (30) days of commencing duties an orientation provided by the Board and the Union.
2. 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.
3. Orientation sessions shall be scheduled at time mutually convenient to both parties.

#### **ARTICLE A.116 BARGAINING UNIT**

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties or until the appropriate authority has determined that position to be excluded.
2. For new positions, other than teaching assignments, which the Union claims to be within the bargaining unit, the Board agrees to provide the Union with a written description of the job content.
3. Where the parties are unable to agree whether a newly created position is included, then the appropriate authority will make that determination.

#### **ARTICLE A.117 TEACHERS' ASSISTANTS**

1. No teacher's assistant shall be placed in a class without prior consultation with the teacher.
2. All Teachers' assistants hired to assist teachers in carrying out the Teachers' responsibilities and duties shall be under the direct supervision of teachers.
3. Teachers' Assistants shall not assume the direct instructional responsibility for providing educational programs to students or groups of students, but they shall perform duties to assist the teacher as approved by the teacher.
4. A Teachers' Assistant placed in a class will not be removed from the class without 24 hours notice to the teacher.
5. Teachers shall be provided adequate time during the school year to meet and conference with Teachers' Assistants whom they supervise.

#### **ARTICLE A.118 CONTRACTING OUT**

1. All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit.
2. Except as mutually agreed upon between the Board and the Union, the Board shall not contract out duties of the type and kind that would normally and regularly be performed by a teacher.

## **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.

**Local Provisions:**

**Salary Schedule: July 1, 2006**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 39,095	\$ 43,440	\$ 46,660	\$ 47,792
<b>1</b>	\$ 41,283	\$ 45,858	\$ 49,177	\$ 50,343
<b>2</b>	\$ 43,471	\$ 48,276	\$ 51,693	\$ 52,894
<b>3</b>	\$ 45,660	\$ 50,694	\$ 54,210	\$ 55,445
<b>4</b>	\$ 47,848	\$ 53,112	\$ 56,726	\$ 57,996
<b>5</b>	\$ 50,037	\$ 55,531	\$ 59,242	\$ 60,546
<b>6</b>	\$ 52,225	\$ 57,949	\$ 61,759	\$ 63,097
<b>7</b>	\$ 54,413	\$ 60,367	\$ 64,275	\$ 65,648
<b>8</b>	\$ 56,602	\$ 62,785	\$ 66,792	\$ 68,199
<b>9</b>	\$ 58,790	\$ 65,204	\$ 69,308	\$ 70,750
<b>10</b>		\$ 67,622	\$ 71,824	\$ 73,301

**Salary Schedule: July 1, 2007**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 40,072	\$ 44,525	\$ 47,827	\$ 48,987
<b>1</b>	\$ 42,315	\$ 47,004	\$ 50,406	\$ 51,601
<b>2</b>	\$ 44,558	\$ 49,483	\$ 52,985	\$ 54,216
<b>3</b>	\$ 46,801	\$ 51,962	\$ 55,565	\$ 56,831
<b>4</b>	\$ 49,044	\$ 54,440	\$ 58,144	\$ 59,445
<b>5</b>	\$ 51,287	\$ 56,919	\$ 60,723	\$ 62,060
<b>6</b>	\$ 53,531	\$ 59,398	\$ 63,303	\$ 64,675
<b>7</b>	\$ 55,774	\$ 61,876	\$ 65,882	\$ 67,290
<b>8</b>	\$ 58,017	\$ 64,355	\$ 68,461	\$ 69,904
<b>9</b>	\$ 60,260	\$ 66,834	\$ 71,041	\$ 72,519
<b>10</b>		\$ 69,313	\$ 73,620	\$ 75,134

**Salary Schedule: July 1, 2008**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 41,074	\$ 45,639	\$ 49,022	\$ 50,211
1	\$ 43,373	\$ 48,179	\$ 51,666	\$ 52,891
2	\$ 45,672	\$ 50,720	\$ 54,310	\$ 55,571
3	\$ 47,971	\$ 53,261	\$ 56,954	\$ 58,252
4	\$ 50,270	\$ 55,801	\$ 59,598	\$ 60,932
5	\$ 52,570	\$ 58,342	\$ 62,242	\$ 63,612
6	\$ 54,869	\$ 60,883	\$ 64,885	\$ 66,292
7	\$ 57,168	\$ 63,423	\$ 67,529	\$ 68,972
8	\$ 59,467	\$ 65,964	\$ 70,173	\$ 71,652
9	\$ 63,619	\$ 68,505	\$ 72,817	\$ 74,332
10		\$ 73,177	\$ 77,724	\$ 79,322
Benefit From Letter of Understanding No. 12 – Teacher Supply and Demand Initiatives**:				
2.5% increase:	\$ 61,766	\$ 71,045	\$ 75,461	\$ 77,012
Harmonization:	\$ 63,619	\$ 73,177	\$ 77,724	\$ 79,322
Harmonization %:	3.00%	3.00%	3.00%	3.00%

\*\*NOTE: LOU No. 12 also provides an annual allowance of \$2,200 per FTE

**Salary Schedule: July 1, 2009**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 42,101	\$ 46,780	\$ 50,248	\$ 51,467
1	\$ 44,457	\$ 49,384	\$ 52,958	\$ 54,214
2	\$ 46,814	\$ 51,988	\$ 55,668	\$ 56,961
3	\$ 49,171	\$ 54,592	\$ 58,378	\$ 59,708
4	\$ 51,527	\$ 57,196	\$ 61,088	\$ 62,455
5	\$ 53,884	\$ 59,801	\$ 63,798	\$ 65,202
6	\$ 56,241	\$ 62,405	\$ 66,507	\$ 67,949
7	\$ 58,597	\$ 65,009	\$ 69,217	\$ 70,696
8	\$ 60,954	\$ 67,613	\$ 71,927	\$ 73,443
9	\$ 65,210	\$ 70,217	\$ 74,637	\$ 76,190
10		\$ 75,006	\$ 79,668	\$ 81,305

NOTE: LOU No. 12 also provides an annual allowance of \$2,255 per FTE

## Salary Schedule: July 1, 2010

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 42,943	\$ 47,715	\$ 51,253	\$ 52,496
1	\$ 45,346	\$ 50,371	\$ 54,017	\$ 55,298
2	\$ 47,750	\$ 53,028	\$ 56,781	\$ 58,100
3	\$ 50,154	\$ 55,684	\$ 59,545	\$ 60,902
4	\$ 52,558	\$ 58,340	\$ 62,309	\$ 63,704
5	\$ 54,962	\$ 60,997	\$ 65,074	\$ 66,506
6	\$ 57,365	\$ 63,653	\$ 67,838	\$ 69,308
7	\$ 59,769	\$ 66,309	\$ 70,602	\$ 72,110
8	\$ 62,173	\$ 68,965	\$ 73,366	\$ 74,912
9	\$ 66,514	\$ 71,622	\$ 76,130	\$ 77,714
10	\$ -	\$ 76,506	\$ 81,261	\$ 82,931

NOTE: LOU No. 12 also provides an annual allowance of \$2,300 per FTE

### 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. [See B.2.7 for additional provisions in SD 20]

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. In addition to the per diem rate in PCA Article B.2.6.a, teachers on call shall receive vacation pay at four (4) percent for the first three (3) days of an assignment.

8. Following twenty (20) days of continuous employment in the same assignment, non-instructional days occurring during the work assignment of a Teacher on Call shall be considered as an assigned day of work.

9. Teachers on Call shall be paid a minimum of 40% of the applicable daily rate pursuant to Article B.2.6 above for any callout and shall be paid at the following minimum rates of pay in the following instances:

a. 50% of the applicable daily rate in assignments to half-day kindergarten programs or where the site or program school day is evenly divided between morning and afternoon.

b. a minimum of 60% of the applicable daily rate in morning assignments where the school day is divided with a longer morning than afternoon.

10. Provided a Teacher on Call returns immediately to the same assignment his/her placement on the salary scale will not be considered broken by:

a. a non-instructional day,

b. a Teacher on Call's unpaid illness or accident of two days or less,

c. Workers' Compensation Board leave.

d. the return for one (1) day or less of a teacher who has been ill who subsequently is absent.

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

PCA Article B.3 does not apply in School District No. 20 (Kootenay-Columbia)

### **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**

PCA B.7.2 is not applicable in S.D. No. 20 (Kootenay-Columbia)

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

### **Local Provisions**

### **3. Equipment, Teaching Aids, or other Personal Material**

The Board shall reimburse an employee for the cost of replacement or repair for equipment, teaching aids, or other personal material, to a maximum of \$250.00, provided:

- a. the equipment, teaching aids, and/or material has been brought to the school or place of work by the employee to be used in the performance of his/her work, with the prior approval of the Principal / Vice Principal, and has been registered in advance; and
- b. the equipment, teaching aids or material has been lost or damaged.

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

PCA Article B.8.1 through B.8.10 are not applicable in S.D. No. 20 (Kootenay-Columbia) See Article B.9.4

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

PCA Article B.9.1 through B.9.3 are not applicable in S.D. No. 20 (Kootenay-Columbia)

### **Local Provisions**

4. Except as specified in Article B.9.5, a teacher shall be paid his/her annual salary in twenty (20) equal bi-monthly instalments excepting the months of July and August or 24 equal bi-monthly instalments. The mid-month instalment shall be paid on the 15th of the month or the prior teaching day. The month end payment shall be paid on the last teaching day in the month.

5. The Board shall pay Teachers on Call for all days worked in a month within five (5) days of the end of the month.
6. Except for Teachers on Call, the Board shall deposit each teacher's salary at the bank or credit Union of his/her choice without charge by the Board to the teacher.

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

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

Effective July 1, 2006 – 47 cents/kilometer  
Effective July 1, 2007 – 48 cents/kilometer  
Effective July 1, 2008 – 49 cents/kilometer  
Effective July 1, 2009 – 50 cents/kilometer

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

PCA Article B.10.4 and B.10.5 are not applicable in S.D. No. 20 (Kootenay-Columbia).

*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.

### **Local Provisions**

#### **2. General Benefits**

- a. The parties agree that except where specifically provided for elsewhere in this agreement, all regular teachers, and all temporary teachers appointed for one (1) month or more, are entitled to participate in medical, group life, dental care, and employee and family assistance program benefits as set out in Appendix IV and the Board and the teacher shall share the cost of premiums as detailed. The coverage under these plans shall not be reduced without prior consultation and agreement from the Teachers' Union, and the carriers will not be changed without consultation.

- b. The Board will provide to any teacher upon request and to each teacher new to the District staff application forms for participation in all benefit plans. In the event a teacher does not wish to participate in any particular benefit plan where opting out is an option, the application or enrolment form must be so noted by the teacher and kept on file by the Board.
  - c. The Board shall advise all teachers, including certificated Teachers on Call and teachers who are engaged in a less than half time capacity, that they may elect to contribute to the Teachers' Pension Plan through submission of a request to the Board, with a copy to the Commissioner of Teachers' Pensions. Where a teacher chooses to contribute to the Teachers' Pension Plan, the Board will make the appropriate deductions from the teacher's pay.
  - d. The Board shall on a monthly basis advise each teacher in writing of his/her accumulated sick leave.
  - e. The Board shall advise each teacher at the end of September, of those plans in which the teacher is enrolled.
3. a. Where a teacher is on sick leave of absence, following the termination of sick leave, the Board will continue to pay its regular share of the premiums during the period a teacher is in receipt of BCTF Salary Indemnity Fund benefits and, where necessary, a further period of one calendar year where the teacher is in receipt of benefits from the BCTF Salary Indemnity - Long Term Plan for each of the following plans in which the teacher was a participant at the time the absence began:
- i. Medical Services Plan of B.C.
  - ii. Extended Health Benefits
  - iii. Group Life Insurance Plan
  - iv. Dental Plan.
  - v. Employee and Family Assistance Program.
- b. Except where specifically provided for elsewhere in this collective agreement, an employee on any extended leave of absence shall be entitled to continue benefit coverage by making payments to the Board for his/her share and the Board's share of the premiums of the benefit plans listed above. Such payments shall be made to the Board in advance of the dates when the premiums are normally paid.
4. All benefit plan coverages, terms, conditions, and specific eligibility requirements shall be governed by the actual terms and conditions of the benefit plans as amended from time to time. Any descriptions in this agreement are provided for the purpose of general information.

**5. Medical Insurance**

- a. The Board shall contribute as its share of premium costs for the Medical Services Plan of B.C. one hundred percent (100%).

**6. Extended Health Care Plan**

- a. The Board shall pay 75 per cent of the premium cost of a mutually agreed upon Extended Health Care Plan for each full and part-time teacher employed by the Board. Effective July 1, 1993, the plan will include the following options:
  - i. vision care
  - ii. audio care
  - iii. supplemental travel rider to a maximum lifetime limit of \$1,000,000

**7. Group Life Insurance**

- a. The Board shall contribute as its share of the Group Life Insurance Plan seventy-two (72%) of the premium costs.
- b. Membership in this plan is compulsory for all teachers currently enrolled or who join the staff.
- c. Coverage under this plan is:
  - i. Teacher under the age of 35 years 300% of annual salary for group life and 300% of annual salary for accidental death and dismemberment benefits.
  - ii. Teacher age 35 years but under age 45 years 250% of annual salary for group life and 250% of annual salary for accidental death and dismemberment benefits.
  - iii. Teacher age 45 years but under age 55 years 200% of annual salary for group life and 200% of annual salary for accidental death and dismemberment benefits.
  - iv. Teacher age 55 years and over 150% of annual salary for group life and 150% of annual salary for accidental death and dismemberment benefits.
- d. Any premium contributed by an employee toward the total premium payable under this policy for insurance on the life of such employee 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 his/her insurance.

*NOTE: Insurance coverage will be rounded to the next higher \$1,000.00 if not already a multiple thereof.*

## **8. Dental Plan**

- a. The Board shall contribute as its share of the Dental Care Plan ninety percent (90%) of the premium costs. Membership in this plan is compulsory for all teachers already on the plan and will be compulsory for all new teachers who are not already participants in a dental plan. Coverage under this plan is:
  - i. Plan "A" Basic Services 90% paid by the Plan.
  - ii. Plan "B" Prosthetic Appliances and Crown and Bridge Procedures 50% paid by the Plan.
  - iii. Plan "C" Orthodontics (lifetime limit of \$1,500) 50% paid by the Plan.

## **9. Employee Family Assistance Program**

- a. Each employee shall contribute as his/her share of the Employee Family Assistance Program \$10.00 of the annual premium costs. The Board shall contribute as its share of the Employee Family Assistance Program the balance of the annual premium costs. Membership in this plan is compulsory for all regular and temporary employees.

## **10. Death Benefits**

In the event of the death of a teacher who, at the time of death has been employed by the Board continuously for six months, the Board shall pay one month's salary to the widow/widower or dependent children. This payment is in addition to any amount earned by the deceased up to the date on which he/she was last employed by the Board.

## **ARTICLE B.12 CATEGORY 5+**

### **1. Eligibility for Category 5+**

- a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;
  - i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.
  - ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.
  - iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.
- b. Post undergraduate diplomas agreed to by the TQS; or
- c. Other courses or training recognized by the TQS.



2. Criteria for Category 5+
  - a. The eligibility requirements pursuant to B.12.1 must not have been used to obtain Category 5.
3. Salary Rate Calculation
  - a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6.
  - b. Where the salary rate for Category 5+ as at March 31, 2006 exceeds seventy-four percent (74%) of the difference between Category 5 and Category 6 as at April 1, 2006, the salary rate for Category 5+ as at March 31, 2006 shall remain.
  - c. Where the salary rate calculated pursuant to B.12.3.a exceeds the salary rate calculated pursuant to Letter of Understanding No. 11, the salary rate calculated pursuant to B.12.3.a shall be implemented.
4. Application for Category 5+
  - a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to B.12.1 and B.12.2 and the assignment of employees to Category 5+.
  - b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to B.12.1 and B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

### **Transition Process**

#### Note 1:

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

#### Note 2:

Upon the conclusion of the Transition Process above, the provisions of this Article shall supersede and replace all previous provisions which addressed the same or similar matters. See Letter of Understanding No. 14 for additional transition provisions.

## **ARTICLE B.101 SALARY SCHEDULE PLACEMENT**

1. All teachers shall be paid on the Basic Salary Schedule set out in Appendix I according to their categories as determined by the Provincial Teachers' Qualification Service and years of experience as determined in accordance with Article B.101.3 except where specifically provided for elsewhere in this agreement.
2. The Board shall notify the teacher, in writing, of the category and the experience placement that has been assigned.

### **3. Experience Recognition**

- a. All teaching experience as follows, on a continuing or temporary appointment or as a Principal / Vice Principal shall be recognized and credited for placement on the salary schedule:
  - i. in government inspected schools in the British Commonwealth and the United States;
  - ii. as a member of the faculty of education at a recognized university,
  - iii. teaching service or appropriate educational service as a member of the staff of the B.C. Ministry of Education,
  - iv. Department of National Defence teaching program:
  - v. other teaching experience where the experience is similar to that of experience gained in a school listed above, as determined by the Superintendent;
  - vi. other experience relevant to the teaching assignment, to a maximum of three (3) years, as determined by the Superintendent.
  - vii. decisions of the Superintendent are grievable at Stage 3.
- b. All months and fractions of months of teaching service as specified in Article B.101.3.a shall be added together to determine years of experience credit. Documented proof of previous teaching experience shall be provided by the teacher.
- c. One year of credit will be granted for each ten (10) months of full time equivalent teaching service. Not more than one year of experience will be credited for any school year.
- d. Teaching experience on staff includes leave in amounts as provided for in this agreement for:
  - i. sick leave,
  - ii. parenting leave under Article G.102, Pregnancy and Parental Leave under the Employment Standards Act, to a combined maximum of one year,

- iii. leave of absence for duties with the Union and affiliated organizations,
- iv. jury duty,
- v. bereavement leave,
- vi. funeral leave,
- vii. elective office,
- viii. Worker's compensation,
- ix. education leave provided the teacher returns directly to the District,
- x. professional development,
- xi. president's leave,
- xii. chief negotiators leave,
- xiii. short term leave for Union business,
- xiv. long term leave for Union business,
- xv. leave of absence for duties with the Union and affiliated organizations,
- xvi. business leave for teachers elected to the Board of the College of Teachers,
- xvii. leave for service related to secondment to the Ministry of Education.
- xviii. an approved exchange,
- xix. any of the circumstances set out in Article B.101.3.a.i to B.101.3.a.vi.

#### **4. Salary Increments**

- a. The salary increment date for a teacher where a teacher is given credit for one more year of teaching experience on the salary schedule shall be the first of the month following the month in which applicable experience accumulation is achieved.
- b. A part-time teacher shall receive an increment as above with teaching time computed on a full-time equivalent basis.
- c. A period of service of less than eight (8) months which would otherwise be eligible for experience credit as per Article B.101.03 and which was earned prior to the time of appointment to the teaching staff of the District and within the last two school years but which was not counted at the time of appointment shall be combined with service on staff for experience recognition to qualify for a salary increment.

5. A teacher, whose major instructional responsibility is fifty percent or more for one of the following classes shall be paid one increment over and above his/her schedule salary according to certification and experience:
  - a. The following district programs qualify:
    - i. Junior Alternate Education Program
    - ii. Online Learning Centre
    - iii. Co-Operative Education Centre
    - iv. Transitions Program
    - v. Early Intervention Program
    - vi. Integrated Learning Centre at J Lloyd Crowe
  - b. School based teaching staff whose major responsibility is .50 FTE or greater as Resource Teacher with primary responsibility for identified students (Category 116-119).
  - c. Any other programs/teacher designated by mutual agreement.

#### **ARTICLE B.102 PART-TIME TEACHERS' PAY AND BENEFITS**

1. Part-time teachers on either continuing or temporary appointments shall be paid pro rata to the salary of full-time teachers.
2. A part-time teacher, temporary or continuing, is eligible to participate in the benefit plans in Article B.11 on the same basis as a full-time teacher.
3. Teachers who move from full time employment to a part-time assignment shall be considered to be on leave so that they may purchase pensionable service to provide for a full year pension credit.

#### **ARTICLE B.103 SUMMER SCHOOL PAYMENT**

1. A teacher employed to give instruction in summer school shall be paid 1/1600 of regular annual salary for each hour of instruction.

#### **ARTICLE B.104 POSITIONS OF SPECIAL RESPONSIBILITY**

1. a. A Position of Special Responsibility shall be any position that involves administrative or supervisory duties for which a teacher receives either an allowance or release time in lieu of regular instructional time. For the purpose of this Article, counsellors and librarians shall be considered as classroom teachers.

b. Job Descriptions

The Board in consultation with the Union, will prepare and maintain current job descriptions for all Positions of Special Responsibility. These descriptions shall be the recognized job descriptions for such positions and shall be appended to this agreement.

c. When a Position of Special Responsibility for which an allowance is to be given is created or changed during the life of the contract, any salary allowance shall be established by negotiations between the Board and the Union. If the parties fail to agree on a salary allowance, the Union may refer the matter to a single arbitrator for an interest arbitration to establish what allowance, if any, should be paid.

d. If the parties are unable to agree upon the selection of an arbitrator, the matter of selection will be referred to the Minister of Labour who will make an appointment. Each party will bear one-half (1/2) of the arbitrator's costs.

**2. a. Creation, Elimination or Change of Positions**

Positions of Special Responsibility shall not be created, eliminated or changed without consultation with the Union.

b. Positions of Special Responsibility that have been or are being used in the District are:

- i. Teacher-In-Charge
- ii. Department Head J.L. Crowe: (12 positions)
- iii. Department Head Rossland: (5 positions)
- iv. Department Head Stanley Humphries: (9 positions)
- v. Department Head Beaver Valley: (1 position)
- vi. Department Head Kinnaird Middle School: (2 positions)
- vii. Head Teacher:
  - (1) Alternative Education Rossland
  - (2) Cooperative Education Centre
  - (3) On-line Learning Centre Castlegar
- viii. District Appointments:
  - (1) Technology Coordinator
  - (2) French Coordinator
  - (3) Russian Coordinator
- ix. Others:
  - (1) Career Preparation Coordinator J.L. Crowe Secondary
  - (2) Career Preparation Coordinator Rossland Secondary
  - (3) Career Preparation Coordinator Stanley Humphries
  - (4) Computer Technology Coordinator (School Based)

### 3. Allowances

Positions of Special Responsibility to be paid a salary allowance as follows:

	July 1/06	July 1/07	July 1/08	July 1/09	July 1/10
<b>Allowances:(Annual)</b>					
Head Teacher	2,473	2,535	2,599	2,664	2,717
Head Teacher-Co-op Ed	1,976	2,026	2,076	2,128	2,171
Head Teacher-Alt Ed Center	1,976	2,026	2,076	2,128	2,171
Head Teacher-On Line	1,976	2,026	2,076	2,128	2,171
Coordinators	2,708	2,776	2,845	2,916	2,975
Department Heads	2,773	2,842	2,913	2,986	3,046
Teacher in Charge(Daily)	26.14	26.79	27.46	28.15	28.71
Integration Support Teacher	1 increment above regular salary placement				

- a. In the case of a Teacher-in-Charge, the following conditions shall prevail:
  - i. the teacher will receive at least as much administrative time during the appointment as would have been provided to the Principal / Vice Principal during the same time and the teacher will only be assigned that which he/she has the competence to perform;
  - ii. while acting as a Teacher-in-Charge, the teacher shall be provided with a Teacher on Call and shall be relieved of teaching duties, to the same extent as the Principal / Vice Principal replaced.

### 4. Selection Process

- a. School Department Heads and Teachers-in-Charge and other school based Positions of Special Responsibility shall be appointed annually. The positions will be posted by May 31 and the selection will be made by June 25.
- b. Other Positions of Special Responsibility will be posted according to Article E.101 of this agreement as they become vacant.
- c. A teacher's acceptance of an appointment as Teacher-in-Charge or School's Department Head will be on a voluntary basis, except in an emergency.

### 5. Associated Professionals

- a. Associated professionals include Speech/Language Pathologist and Physiotherapist and Occupational Therapists.
- b. The Associated Professional salaries shall be the appropriate schedule in Article B.1.

**ARTICLE B.105 FIRST AID ALLOWANCE**

1. The Board shall pay the following monthly allowance (based on ten (10) months) to a teacher or teachers holding a valid Industrial First Aid Certificate and designated to act as a First Aid attendant in each school as required under Workers' Compensation Board Regulations:

	July 1/06	July 1/07	July 1/08	July 1/09	July 1/10
First Aid (Monthly)	70.57	72.34	74.14	76.00	77.52

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. Where a teacher is designated to perform first aid duties for teachers, and is required to obtain or renew a first aid certificate, leave to take the necessary course shall be granted without loss of pay when the course is only available during prescribed school days.

**ARTICLE B.106 PART MONTH PAYMENTS AND DEDUCTIONS**

1. The daily salary of a teacher shall be defined as 1/200 of the current annual salary of the teacher.
2. A teacher shall be paid 1/10 of current annual salary in respect of each month in which the teacher works all prescribed school days that month.
3. Except for a Teacher on Call, the salary payment for the first teaching month for any teacher commencing employment after the first teaching day of the month shall be calculated on the basis of the number of days taught at the daily salary of the teacher to a maximum of 1/10 of current annual salary. Thereafter the teacher shall be paid on scale for each full month.
4. For any teacher leaving the employment of the Board before the last teaching day in a month, deduction for days absent in the month shall be on the basis of the daily salary of the teacher.
5. The rate of deduction for a day without pay shall be the daily salary of the teacher except as specifically provided for elsewhere in this agreement.

**ARTICLE B.107 CURRENT SALARY AND CONDITIONS**

1. Except as altered by this agreement or modified by the express written agreement of the parties, all privileges and benefits enjoyed by teachers covered by this agreement as of January 1, 1989 shall continue in force and shall not be unilaterally altered.
2. No teacher shall suffer a reduction in his/her basic salary by reason only of the adoption of this agreement.

**ARTICLE B.108 RETIREMENT INCENTIVE PLAN**

The Board will pay an early retirement allowance to teachers who resign and retire under the Teacher's Pension Plan before reaching the age of sixty-five (65).

1. The retirement allowance will be calculated as a percentage of the teachers placement on scale in accordance with the collective agreement in effect at the time of retirement, exclusive of other allowances and bonuses in the following amount:

<u>Age</u>	<u>One Payment in the year following retirement</u>
64	5
63	10
62	15
61	20
60	25
59	30
58	35
57	40
56	45
55	50

Age is defined as actual age by the Teachers Pension Plan at the effective date of retirement.

2. In order to be eligible for this incentive, the teacher must:
  - a. be on a continuing appointment with a minimum of ten (10) years of continuous service with the Kootenay Columbia School District.
  - b. be age 55 or over in the calendar year of retirement.
  - c. application must be made by April 30.
3. Eligible teachers will continue to receive benefits (Medical Dental, and Extended Health Benefits) for six months after the date of retirement. Payment would be as per contract.
4. The above allowances shall be calculated on a pro rata basis in accordance with the average yearly percentage of time the applicable teacher actually worked in the five (5) years immediately preceding his/her retirement.
5. The retirement allowance outlined in Article B.108.1 will be paid in the year following retirement. The teacher will select the payment date in consultation with the Secretary Treasurer. Employees are encouraged to obtain information on alternative tax treatment before making the decision.
6. The Board reserves the right to restrict the number of early retirement incentives it pays in one year. Seniority shall be the deciding factor.



7. Access to the plan shall be determined in order of seniority.
  - a. Teachers who do not receive early retirement incentive in the first year of application shall be given first priority in the following year.
  - b. If a teacher applies, is granted early retirement, but refuses to participate, that teacher loses seniority rights (priority rights) for participation in the following year.
8. All provisions are subject to compliance with legislative provisions which may be enacted.
  - a. In the event the Ministry initiates an early retirement incentive, the Board reserves the right to modify the District's early retirement incentive plan.
  - b. The teacher may choose the most advantageous of either the District's plan or a Ministry incentive plan in place, providing that this decision is made prior to the effective date of retirement.
9. This plan shall be implemented at no cost to the Board.

## **SECTION C      EMPLOYMENT RIGHTS**

### **ARTICLE C.1      RESIGNATION**

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

### **ARTICLE C.2      SENIORITY**

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
2. Porting Seniority
  - a. Effective September 1, 2006 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to ten (10) years of seniority accumulated in other school districts in BC.
  - b. Seniority Verification Process
    - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
    - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
    - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3. Teacher-on-Call
  - a. Effective April 1, 2006, a teacher on call shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.b.
  - b. For the purpose of calculating seniority credit:
    - i. Service as a teacher on call shall be credited one (1) day for each day worked and one-half (1/2) day for each half-day worked;
    - ii. Nineteen (19) days worked shall be equivalent to one (1) month;

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

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

## **Local Provisions**

### **7. Definition of Seniority**

- a. A teacher is considered to possess seniority if the employee is currently on continuing appointment.
- b. In this agreement, "seniority" means an employee's aggregate length of service in the employment of the Board, inclusive of service under temporary appointment, as a Principal / Vice Principal, and part-time teaching. For the purpose of calculating length of service, part-time teaching shall be credited pro rata to full-time service.

In addition to the foregoing, the seniority for an employee on a continuing contract shall include:

- i. Teacher on Call seniority accumulated pursuant to PCA Article C.2.3; and
  - ii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case shall an employee be credited with more than one (1) year of seniority for any school year.
- c. When the seniority of two or more employees is equal pursuant to Article C.2.7.b, the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
- d. When the seniority of two or more employees is equal pursuant to Article C.2.7.c, the employee with the greatest aggregate length of service with another school authority recognized for salary experience purposes shall be deemed to have the greatest seniority.

- e. When the seniority of two or more employees is equal pursuant to Article C.2.7.d, the employee with the greatest number of days of Teacher on Call teaching with the Board in the twelve month period just prior to the most recent appointment shall be deemed to have the greatest seniority.
- f. When the seniority of two or more employees is equal pursuant to Article C.2.7.e, the employee with the earliest employment date with the Board shall be deemed to have the greatest seniority.
- g. When the seniority of two or more employees is equal pursuant to Article C.2.7.f, the employee with the earliest application for employment with the Board shall be deemed to have the greatest seniority.
- h. For the purpose of this Article, leave of absence in excess of one month shall not count toward aggregate length of service with the Board, except for any of the following:
  - i. education leave as approved by the Board;
  - ii. secondment by the Ministry of Education, a Faculty of Education or pursuant to a teacher exchange program that has been approved by the Board prior to the commencement of the program;
  - iii. sick leave;
  - iv. leave for teaching with the Department of National Defence or Canadian Universities Overseas;
  - v. maternity leave/parenting leave;
  - vi. leave for duties with the Union, or affiliated organizations;
  - vii. leave for elective office at the provincial or federal level;
  - viii. Workers' Compensation Board claim;
  - ix. compassionate care leave (Article G.2).
- i. For the purposes of this Article, continuity of service shall be deemed not to have been broken by resignation for the purposes of maternity/parenting followed by re-engagement within a period of three (3) years, or by lay-off and recall pursuant to this agreement. Seniority that was previously ported from SD No. 20 to another school district pursuant to C.2.2 shall not be re-instated, unless such credits are subsequently ported back to SD No. 20 pursuant to C.2.2

## **8. Seniority List**

- a. The Board shall calculate seniority to January 31<sup>st</sup> of each year and forward to the Union by November 30<sup>th</sup> of the previous year a list of all employees employed by the Board, in order of seniority calculated according to Article C.2 setting out the length of seniority. A similar list will be provided with a calculation of seniority to June 30<sup>th</sup> of each year and which shall be forwarded to the Union by April 30<sup>th</sup> of that year.
- b. For the purposes of implementing lay offs under this agreement, seniority will be calculated to the last day of service provided to the District.

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

### **1. Principle of Security**

- a. The Board and the Union agree that increased length of service in the employment of the Board entitles teachers to increased security of teaching employment.
- b. It is understood that this principle of security shall be consistent with the preservation of a satisfactory learning situation.

### **2. Definition of Qualifications**

- a. In this agreement, necessary qualifications in respect to teaching position means a reasonable expectation that the teacher can perform the duties of the position in a satisfactory manner, based on a review of the teacher's certification and past training, education and teaching experience.
- b. It is understood that the review of past training, education and teaching experience will be generally conducted in accordance with the intent of the criteria contained in Article C.3.2.b.i through C.3.2.b.iv below. However, it is also understood that these criteria are not prescriptive nor do they constitute an exhaustive list of the criteria to be considered when determining qualifications.
  - i. satisfactory teaching experience in the specific school program(s) to be taught, for a minimum of one year within the last ten years; or
  - ii. educational preparation as follows, verified in official university transcripts:
    - (1) a major or minor in the specific school program(s) to be taught; or
    - (2) three or more university courses (equal to nine UBC units) completed in the specific school program(s) to be taught; or

- (3) two university courses (equal to six UBC units) completed for the specific school program(s) to be taught with evidence of participation in a series of workshops, or enrolment in short courses or audit of courses directly related to the program(s) to be taught; or
  - iii. educational preparation sufficient for the specific school programs to be taught in the technical or vocational field that is demonstrated by such qualifications as trade school or journeyman certification; or
  - iv. demonstrated ability as documented in official reports issued within the last five years, or from other sources, which clearly indicates the teacher can undertake the specific school programs to be taught.
- c. The review of qualifications shall include consideration of the availability of education courses or other retraining opportunities relevant to the position and the specific needs of the teacher involved that would permit the teacher to establish qualifications, and which the teacher is, with written commitment, willing and able to complete prior to and/or during this assignment.
- d. The review of qualifications shall include consideration of a reasonable period of familiarization and/or suitable support for the teacher. In determining what is a reasonable period of familiarization and/or suitable support for the teacher, the above mentioned training opportunities will be considered. Failure by the teacher to complete the course(s) or retraining agreed to, within the specified period, shall result in the loss of qualifications for the teaching position, unless circumstances arise which are beyond the control of the teacher and which prohibit participation by the teacher. In such circumstances the teacher's qualifications will be reassessed pursuant to this section.
- e. It is understood that teachers shall be required to supply academic records and other evidence of pre and inservice training details, records of teaching and/or work experience, teaching reports and references; also, a teacher may be required to attend personal interview(s) with the superintendent of schools and/or other District and/or school administrative staff.
- f. It is understood that if a teacher is given an unfamiliar position, that at least two informal formative consultations will be provided by the supervising Principal / Vice Principal as support for the teacher. A report on the teacher's performance may be issued during the teacher's first year in the teaching position.

### **3. Security of Employment Based on Seniority and Qualifications**

- a. "Layoff" means an action by the Board of School Trustees to layoff a continuing teacher due to:
  - i. a discontinuation or reduction in the level of a program, activity or service;
  - ii. a change in the organizational structure of the school district, or;
  - iii. the amount of available operating funds.

- b. If the Board determines that it is necessary to layoff a teacher under Article C.3.3.a, the teachers to be retained on the teaching staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions in the District.
- c. A teacher for whom no position is available under Article C.3.3.a be laid off.
- d. The Board shall give each teacher it intends to layoff pursuant to this section:
  - i. at least thirty (30) days notice before the end of a school term, if the lay off is to take place at the end of the term, or
  - ii. at least sixty (60) days notice before the lay off is to take place, if the effective lay off date is at any time other than at the end of a school term. Such notice will not be issued between June 1 and August 31 inclusive, except to deal with the result of an arbitration decision made under Article A.6 of this agreement.
  - iii. Any notice given pursuant to this section shall contain the reason for the lay off, and a list of teaching positions, if any, in respect to which the Board proposes to retain a teacher with less seniority. The Board shall concurrently forward a copy of such notice to the Union.
- e. No teacher shall be laid off for at least ten (10) teaching months as the result of the return of a Principal, Vice Principal or Director of Instruction to the bargaining unit pursuant to Section 21 of the School Act.

No teacher shall be transferred from his/her school in the same school year as the result of the return of a Principal, Vice Principal or Director of Instruction to the bargaining unit at that school pursuant to Section 21 of the School Act, unless arrangements for the return were concluded by May 31 of the previous school year.

The parties agree that Article C.3.3.e does not have application in the following circumstances:

When a teacher accepts an administrative position that is:

- i. Temporarily existing or temporarily vacant due to an administrative absence for reasons of health, secondment to another position, maternity/parenting or a defined leave of absence, or;
- ii. for a period not exceeding the remainder of the current school year to any position which has become vacant during that school year

and the teacher returns to a teaching assignment at the end of the administrative appointment.

#### 4. Rights to Recall

- a. In this Article "re-engagement" means the restoration to staff of a teacher who has been laid off under this agreement.
- b. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this agreement, except for Article C.3.7, first offer recall to the teacher who held a continuing contract at the time of lay off and who was the most senior among those laid off pursuant to Article C.3.3, and who possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher who held a continuing contract at the time of lay off and who was the next most senior provided that the teacher possesses the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been laid off pursuant to Article C.3.3.
- c. A teacher who is offered recall pursuant to Article C.3.4.b shall inform the Board whether or not this offer is accepted, within two week days of the receipt of such offer. It is the obligation of the teacher to inform the Board in writing of his/her current address. In the event that the offer is made by double registered mail, the teacher shall inform the Board whether or not the offer is accepted within fourteen (14) days of the time the offer is mailed.
- d. The Board shall allow a maximum of ten (10) days from the acceptance of an offer under Article C.3.4.c for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to their present employer, such longer period shall be allowed to a maximum of thirty (30) days.
- e. A teacher who is not able to accept a teaching position offered under this Article, because of involvement in an educational program or eligibility for maternity/parenting leave, shall not lose rights to recall.
- f. A teacher's rights to recall under this section are lost if:
  - i. the teacher refuses to accept two offers of continuing positions of equal or greater percentage of full-time equivalency the teacher had at the time of lay off, for which he/she possesses the necessary qualifications, excepting a teacher as described in Article C.3.4.e, or
  - ii. three (3) years elapse from the date of lay off under Article C.3.3.d and the teacher has not been re-engaged.
  - iii. the teacher elects to receive severance pay under Article C.3.8.



- g. A teacher shall be entitled to a continuing appointment or a temporary appointment to the teaching staff of the District subject to Article C.3.1.b, if the teacher held a continuing appointment at the time of lay off. A teacher on temporary appointment within the school district who becomes entitled to a newly open continuing position pursuant to this section shall receive a continuing appointment, and at the discretion of the Superintendent of Schools another teacher may be appointed on an interim basis to the newly open continuing position for the remaining term of the original temporary appointment. A teacher who held a continuing appointment and who accepts any position other than a continuing position shall retain right to recall under the provisions of this agreement.

**5. Sick Leave Entitlement**

A teacher re-engaged pursuant to Article C.3.4 shall be entitled to all sick leave credit accumulated at the date of lay off.

**6. Participation in Fringe Benefits**

A teacher who retains rights of recall pursuant to Article C.3.4 shall be entitled, if otherwise eligible, to maintain participation in all fringe benefits provided in Article B.11 by payment of the full cost of such benefits to the Board.

**7. Competition for Administrative Positions**

Nothing in this agreement shall prohibit the Board from determining which individuals fill school and District administrative positions.

**8. Severance Pay**

- a. A teacher on continuing appointment who has one or more years of continuous employment and who is laid off, pursuant to this agreement, may elect to receive severance pay at any time before the expiration of that teacher's right to recall pursuant to this Article.
- b. Severance pay shall be calculated at the rate of five percent (5%) of one year's salary, for each of the first four (4) years, six percent (6%) thereafter, for each year of seniority in the District, to a maximum of one (1) year's salary, with a lump sum payment. The salary on which severance pay is calculated shall be the teacher's salary at the time of the lay off.
- c. A teacher who receives severance pay pursuant to this Article and who is subsequently rehired by the Board shall retain any payment made under the terms of this Article, and in such case, for purposes only of above of this Article, the calculation of years of service shall commence with the date of such rehiring.

**9. Operational Definitions**

Operational definitions for this Article are contained in Article C.101.

## **10. Retraining**

- a. Within three (3) years of lay off under Article C.3.3 a teacher shall be entitled to enter a retraining program. The period of time taken for retraining shall not be deducted from the three (3) years during which the teacher is entitled to re-engagement. In the event that a teacher elects to retrain pursuant to this Article the Board shall allow a maximum time period of twelve (12) months for this purpose. This period shall be without pay and not count towards the aggregate length of service with the Board.
- b. When the Board implements new equipment, the operation of which is necessary for proper instruction of a class, the teacher(s) affected will be provided with training in the operation of the new equipment, such training to be with pay.

## **ARTICLE C.101 OPERATIONAL DEFINITIONS FOR ARTICLE C.2 AND C.3**

1. Accredited pro-rata to full-time service:
  - a. in proportion to the full-time equivalency of the teacher's appointment.
2. Another school authority recognized for salary experience purposes:
  - a. shall mean the specific school authorities which have been recognized by the secretary-treasurer to calculate the teacher's placement on the salary grid.
3. Earliest employment date:
  - a. the actual day of the month of the year in which the teacher commenced working in School District No. 20.
4. Other sources:
  - a. verifiable reports or references.
5. Past training:
  - a. the formal schooling/preparation for work which was previously obtained at an institution of learning: training is education aimed at producing a specific ability or facility in a person.
6. School term:
  - a. July 1 to December 31;
  - b. January 1 to June 30
7. Effective termination date:
  - a. the last day that a teacher is in the employ of the Board.

8. Formative:
  - a. having influence to shape, to assist.
9. Week day:
  - a. a day of the week excluding Saturday, Sunday or a statutory holiday.
10. Parenting Leave:
  - a. as per the Articles in this agreement related to parenting leave.

## **ARTICLE C.102 DISCIPLINE AND DUE PROCESS**

1. The Board shall not discipline any person bound by this agreement save and except for just and reasonable cause.
2. Where an employee is under formal investigation by the Board for any cause, the employee shall be advised in writing at the earliest reasonable time and before any action is taken by the Board.
3. Notice of discipline or dismissal shall be in writing and shall set forth the reasons.
4. The Union will receive copies of all discipline, and where a teacher is dismissed the president of the Union shall be informed immediately, the parties agree that the details will be kept confidential.
5. A teacher shall have the right to be accompanied by a representative of the Union at any discussion with the Board's representatives which the employer reasonably believes might be the basis of disciplinary action including meeting in connection with Article C.102.2 above. Teachers will be advised of their right to representation prior to the commencement of any discussions. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
6. **Suspension/Dismissal Pursuant to S.15, School Act**
  - a. Where a teacher is suspended pursuant to Section 15(4) and 15(5) of the School Act, the teacher shall be informed in writing of the reasons for the suspension and the Board shall, before taking further action on the same issue under Section 15 hold a meeting of the Board. The teacher shall be given notice of the meeting which shall be not sooner than 72 hours after providing the reasons to the teacher and not later than 7 days from the suspension. The teacher shall be entitled to file a written reply to the allegations prior to the Board meeting, which reply, where practicable, is to be delivered to the Board not less than 24 hours prior to the meeting. The Board and the Union may vary these time constraints by mutual agreement. All documents that will be considered by the Board at the meeting will be provided to the teacher as soon as is practicable and no later than 24 hours prior to the meeting.

- b. At the meeting pursuant to C.102.6.a, the teacher shall be entitled to be represented by the Union. The teacher and his/her representative shall be entitled to hear all the information presented to the Board.
  - c. Any additional information and/or documents considered by the Board prior to its decision shall be communicated to the teacher and his/her representative, who shall be given the opportunity to provide rebuttal.
  - d. The decision of the Board shall be communicated in writing and shall contain the grounds for the decision.
  - e. The decision of the Board shall be grievable.
7. The Board agrees not to introduce as evidence in any hearing any document from the file of the employee, the existence of which the employee was not aware.
  8. Any disciplinary action by the Board is subject to the Grievance Procedure in Article A.6. A grievance with respect to dismissal may be initiated at Stage 3 of the Grievance Procedure.
  9. Provided that the conduct of a teacher subsequent to the decision to discipline does not give rise to the need for further discipline, the Board agrees that the statement of the grounds for discipline and related information shall be the material relied upon during the arbitration process in Article A.6.
  10. The parties agree that there shall be only one grievance for any one disciplinary action and that such grievance may incorporate all procedural and process issues.

**ARTICLE C.103 PROCEDURES WHERE DISMISSAL BASED ON PERFORMANCE**

1. The Board shall not dismiss a teacher who has passed his/her probationary period and where the dismissal is based on performance, except where the Board has received three reports pursuant to Article E.103 of this agreement indicating that the learning situation in the class or classes is less than satisfactory.
2. The reports referred to in Article C.103.1 shall be prepared in accordance with the process established in Article E.103 of this agreement, and in accordance with the following conditions:
  - a. the reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months;
  - b. at least one of the reports shall be a report of a Superintendent of Schools an Assistant Superintendent of Schools or a Director of Instruction.
  - c. the other two reports shall include only reports of
    - i. a Superintendent of Schools, an Assistant Superintendent of Schools or a Director of Instruction;

- ii. Director of Instruction or District Principal;
  - iii. a Principal / Vice Principal of a school to which the teacher is assigned;
  - iv. a Principal / Vice Principal of a school to which the teacher is not assigned.
- d. the reports shall be written by at least two different evaluators;
- a teacher may request, in writing, that the superintendent assign an alternate evaluator to conduct the evaluation.
- e. where more than one of the three (3) reports is written by the same person, at least six (6) months shall have elapsed between the writing of the first and the final report by that person.
3. Where the Board intends to dismiss a teacher on grounds of less than satisfactory teaching situation, it shall notify the teacher and the president of the Union of such intention and provide an opportunity for the teacher and his/her representative to meet with the Superintendent and the Board within seven (7) days of such notice.
4. Where, subsequent to such meeting, the Board decides to dismiss a teacher pursuant to this article, it shall issue notice of dismissal setting out the grounds for such action.
5. The parties agree that there shall be only one grievance for any one disciplinary action and that such grievance may incorporate all procedural and process issues.

## **ARTICLE C.104 PART TIME TEACHERS' EMPLOYMENT RIGHTS**

### **1. Employment Rights**

- a. 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, specifying the fraction of time requested, and the length of time for which the part-time assignment is requested. The Board shall not unreasonably refuse such a request. Any such assignment shall not exceed two (2) years except by mutual agreement.
- b. When the request under Article C.104.1.a is granted by the Board, the teacher shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the Board has made the part-time assignment. The teacher may return to a full-time assignment at an earlier date or may extend the period of part-time teaching, by agreement with the Board, if reasonable notice of the request for earlier or later return has been given.
- c. A teacher with a continuing part-time appointment without prejudice to that appointment may request an additional temporary part-time appointment for a specified fraction of time to a maximum of full-time.

- d. Teachers on part-time continuing appointment, or part-time temporary appointment, may request a full-time continuing appointment.
- e. When the request under Article C.104.1.a is granted, the teacher shall be considered on leave for the time not working.

## **ARTICLE C.105 TEMPORARY TEACHERS' EMPLOYMENT RIGHTS**

### **1. Employment of Temporary Contract Teachers**

- a. The Board may appoint teachers on temporary appointments:
    - i. for temporarily existing or temporarily vacant positions,
    - ii. for a period not exceeding the remainder of the current school year to any position which has become vacant during that school year.
  - b. A position which exists for more than two (2) consecutive years shall be deemed not to be temporarily existing for purposes of Article C.105.1.a, unless the parties mutually agree otherwise.
  - c. The Board agrees to forward to the Union, by October 15 of each year, a list of all teachers employed on temporary appointment, all temporarily existing positions and all temporarily vacant positions for the school year; and to provide updated lists by February 15 of each year.
2. Teachers who have been employed by the Board on one or more temporary contracts shall accumulate seniority, for purposes of employment pursuant to Article E.101.4.
3. **Conversion to Continuing Contract**

A teacher on a temporary contract shall be granted continuing contract status on the date following the completion of two (2) years full time equivalent service in the employment of the Board over a sixty (60) consecutive month period.

## **ARTICLE C.106 TEACHER ON CALL HIRING PRACTICES**

### **1. Teacher on Call List**

The Board shall maintain a list of persons who, following their application to and screening by the Board, are accepted by the Board as Teachers on Call. The Board shall forward the full list including the grade levels and subject areas for which each Teacher on Call is qualified and the work locations agreed to by the Teacher on Call and the Board, to the Union and the school, at least every second month.

## **2. Teacher on Call Hiring**

- a. The Board shall pursuant to Section 19 of the School Act, select a person on the list who is qualified for the assignment and who possesses a valid B.C. teaching certificate, in preference to selecting, or retaining for more than five (5) days, a person not possessing such a certificate.
  - b. The Board may appoint persons not on the 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.
  - c. Where the Board reasonably expects a teacher to be absent for more than twenty (20) days, the vacancy shall be filled by appointment to a temporary contract.
3. Twice annually on December 30 and June 30, the Board shall provide the Union with a list of Teachers on Call who have worked in the previous term, and the number of days they have worked in each area when they are listed as qualified pursuant to Article C.106.1.

## **ARTICLE C.107 PROBATION**

1. Without restricting the right of the Board to dismiss a teacher, the Board may, during the first nine months worked of a continuing teacher's appointment place a teacher on probation.
2. Notwithstanding Article E.103 no recommendation to place a teacher on probation for reasons of classroom performance shall be made without observation of the teacher and an evaluation report issued in accordance with this agreement.
3. Prior to placing a teacher on a probationary appointment, any weakness in performance shall be brought to the attention of the teacher and suggestions for improvement given.
4. In the event that the Board decides to place a teacher on probation, it shall provide the teacher with prior written notice and full written reasons.
5. A teacher on probation may be dismissed upon thirty (30) days notice in writing including at least twenty teaching days, provided that the notice shall not be given during the first thirty days of the probation period, such notice to be issued only after consultation with the Superintendent and consideration of an evaluation report issued by the Superintendent, and also an evaluation report issued by the principal if the teacher was assigned to a school.
6. A teacher placed on probation shall be on probation for a maximum of six (6) months worked.

## **SECTION D      WORKING CONDITIONS**

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

**ARTICLE D.2      REMOVED BY LEGISLATION / 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**

PCA Article D.4.1 through D.4.3 is not applicable in SD 20 (Kootenay-Columbia). See Article D.102

#### **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.101      REMOVED BY LEGISLATION / INTENTIONALLY LEFT BLANK**

**ARTICLE D.102      REGULAR WORK WEEK**

1. A teacher's assigned instructional time shall not exceed 1325 minutes per week.
2. Part-time Teachers' assigned instructional time shall be pro-rated from 1325 minutes per week.
3. The current averaging arrangement practiced in each school with regard to assigned instructional time may continue.
4. No teacher shall be required to offer classroom instruction for more than five (5) hours daily except by mutual agreement.
5. Notwithstanding clauses D.102.1 – D.102.4
  - a. Teacher's assigned instructional time at a secondary school shall not exceed 1352 minutes per week.
  - b. Part time teacher's assigned instructional time at a secondary school shall be pro-rated from 1352.
  - c. The current averaging arrangement for teacher's practiced in each school with regard to assigned instructional time of 1352 minutes may continue.
  - d. No teacher at a secondary school shall be required to offer classroom instruction for more than five (5) hours and nine (9) minutes daily except by mutual agreement.

6. a. The parties agree that on occasion it may be desirable to vary the maximum minutes of assigned instructional time per week. A teacher wishing to vary the maximum minutes per week should discuss this with his/her Principal. If there is mutual interest in this arrangement it shall be referred to the Union and Board for discussion, negotiations and agreement.
- b. If parties agree, the exception to Article D.102 will be valid through June 30<sup>th</sup> of that year.

#### **ARTICLE D.103 REGULAR WORK YEAR FOR TEACHERS**

1. If the Ministry of Education issues a school calendar the annual salary established by this agreement shall be paid in respect of that school calendar.
2. If the Ministry of Education does not issue a school calendar, the Board and the Union will meet to negotiate a school calendar which provides for all such days in session to be scheduled between the first day after Labour Day and the last Friday in June, provided that this is in compliance with the Ministry requirements for the number of days and hours of instruction.
3. If the parties are unable to reach a mutual agreement, the issue will be referred by either party to consensual mediation - arbitration as provided in Part 7, Section 105 of the proposed Labour Relations Code R.S.B.C. 1996, c.244 with amendments.
4. The annual salary established by this agreement shall be paid in respect of that school calendar.
5. All non-instructional days shall be scheduled by mutual agreement.
6. **Compensatory Time Off**

Any work performed by employees covered by this agreement beyond the regular teacher's work year shall be voluntary, and shall be compensated at the rate of 1/200 of an annual salary per diem to be taken as compensatory time off (CTO), and all other benefits and conditions provided by this agreement shall apply to such work. Scheduling of CTO pursuant to this section shall be at the teacher's discretion subject to there being a Teacher on Call available pursuant to Article C.106.

#### **ARTICLE D.104 SUPERVISION DUTIES**

##### **1. Noon Hour Supervision**

No teacher shall be required to perform regular supervision duties during the school's regularly scheduled noon intermission.

##### **2. Assignment of Duties**

All supervisory duties shall be assigned on an equitable basis by the Principal / Vice Principal in each school.

### **3. Duties of Teachers**

Teachers, except Teachers on Call and those teachers whose assignment is that of permanent Teacher on Call, shall not be required:

- a. to perform the instructional duties of a teacher who is absent; or
  - b. to supervise the students of a teacher who is absent; or
  - c. to supervise study sessions or other classroom supervision except in the following circumstances:
    - i. within the assigned instructional time limit of 1325 minutes per week at elementary levels and 1352 minutes per week at secondary levels; or
    - ii. by mutual agreement; or
    - iii. in the case of an emergency.
4. Notwithstanding Article D.104.3 librarians shall not be used to provide non-instructional time for other teachers.

### **ARTICLE D.105 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 school.
2. The Board agrees that all extra-curricular activities are voluntary.

### **ARTICLE D.106 STAFF MEETINGS**

1. At least seven (7) days notice of regular staff meetings shall be given; and where practicable, at least one (1) days notice will be given of agenda items.
2. Staff members may forward items to be considered by the Principal / Vice Principal for inclusion on the agenda.
3. Minutes of staff meetings shall be taken and circulated to all staff members.
4. Such meetings shall be conducted in an expeditious manner with due consideration given to frequency and length. Part-time and itinerant teachers are expected to attend staff meetings whenever practicable.

### **ARTICLE D.107 TECHNOLOGICAL CHANGE**

1. The parties agree to be bound by the Labour Relations Code R.S.B.C. 1996, c.244 with amendments as it relates to technological change.

## **ARTICLE D.108 HEALTH AND SAFETY**

### **1. Statutory Compliance**

The Union and the Board agree that regulations made pursuant to the Workers' Compensation Act, the Factories Act, the School Act or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with.

### **2. Health and Safety Committee**

- a. A Health and Safety Committee shall be established by the employer, and may include other bargaining units by mutual agreement.
- b. The committee shall be composed of not more than six members, with equal representation from the Teachers' Union and the employer, or such other representation as is mutually agreed to.
- c. The chairperson and secretary shall be elected by the members of the committee. Where the chairperson is an employer-member, the secretary shall be an employee member and vice versa.

#### **d. Function**

The Health and Safety Committee shall assist in creating a safe and healthful place of work and learning.

#### **e. Detailed Duties**

The committee shall:

- i. determine that regular inspections of the place of employment are carried out as required by regulation 8.08 of the Industrial Health and Safety Regulations, Workers' Compensation Board of British Columbia.
- ii. determine that the provisions of health services as outlined in the School Act are carried out.
- iii. recommend measures required to attain compliance with the School Act and the Workers' Compensation Board of B.C. and the correction of hazardous conditions.
- iv. hold regular meetings at least once each month for the review of:
  - (1) reports of current accidents, their causes and means of prevention;
  - (2) remedial action taken or required by the reports of investigations and inspections;
  - (3) any other matters pertinent to health and safety.

- v. Record the proceedings of the committee and forward the minutes promptly to the employer.

**3. Assistance to Pupils**

- a. Teachers have a duty to render assistance to pupils as would a caring and responsible parent.
- b. Teachers shall not be required to administer medication nor administer other medical procedures, on a regular or predictable basis.

**ARTICLE D.109 SMOKE FREE WORK ENVIRONMENT**

- 1. Both parties agree that there will be no smoking on school premises.

**ARTICLE D.110 HOME EDUCATION CHILDREN**

- 1. A teacher given responsibility outside a regularly scheduled class for provision of educational services to one or more home education children shall be given appropriate time to enable the teacher to provide such services.

**ARTICLE D.111 ITINERANT TEACHER**

- 1. An itinerant teacher's assigned instructional time shall include necessary travel time between schools on the same school day.

## **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.101 APPOINTMENT TO THE TEACHING STAFF OF THE DISTRICT**

### **1. Employment on Continuing Contract**

All teachers appointed by the Board to the teaching staff of the District shall be appointed, pursuant to the provisions of this agreement, on a continuing contract of employment, except for:

- a. temporary teachers, subject to the provisions of this agreement,
- b. Teachers on Call, subject to the provisions of this agreement.

### **2. Posting Procedures**

- a. The Board shall post notices in all schools of all temporary and permanent positions for which appointments to the teaching staff of the District will be required.
- b. Advertisements and application forms for appointment 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.
- c. Prospective appointees shall be informed of the general nature of the initial assignment.
- d. A verbal or written offer of employment made by a representative of the Board, is binding.

### **3. Posting and Filling of Vacant Continuing Positions**

- a. In this section "vacancy" means an existing or newly created teaching assignment/position reasonably expected to exist for more than two (2) years and to which a continuing teacher is not permanently assigned.
- b. Vacancies shall be filled by competition after the consideration of:
  - i. continuing appointees transferred on the initiative of the Board, subject to Article E.102.1;
  - ii. teachers on the recall list under Article C.3.
  - iii. Principal(s), Vice Principal(s) or Director(s) of Instruction of the District appointed to the teaching staff pursuant to Section 21 of the School Act.

The Board in making appointments by competition shall take as the primary consideration, the ability and qualifications of the person for the position and where abilities and qualifications are adjudged to be substantially equal, seniority shall be the determining factor. Qualified internal applicants shall be given preference over external applicants.

The parties agree that the Board will not view applications of external applicants unless the internal competition does not identify a qualified person.

### **4. Posting and Filling of Vacant Temporary Positions**

All temporary vacancies shall be filled by competition. The Board in making temporary appointments by competition shall take as the primary consideration the ability and qualifications of the person for the position and where abilities and qualifications are adjudged to be substantially equal, seniority shall be the determining factor. For purposes of this section, seniority shall mean the aggregate length of service in the employment of the Board inclusive of service under temporary appointment, continuing appointment and part time teaching but exclusive of services as a Teacher on Call.

## **ARTICLE E.102 TRANSFER AND ASSIGNMENTS**

### **1. Transfers Initiated by the Board**

- a. A Board initiated transfer shall not be unjust or unreasonable, nor for arbitrary or capricious reasons.
- b. Transfers shall not be made as a disciplinary measure, but a transfer arising out of the evaluation process shall not be considered discipline for the purposes of this section.
- c. At least one (1) month prior to initiating a transfer of a teacher, the Board official intending to recommend transfer of a teacher shall,

- i. meet with the teacher to discuss the transfer providing the rationale for the envisioned transfer, and providing as many alternatives as possible. The teacher may be accompanied by an Union representative.
  - ii. give consideration to the teacher's professional and personal goals and reactions to the envisioned transfer, and if possible, obtain the teacher's agreement to transfer.
  - iii. upon request, arrange a meeting with the Superintendent and the teacher and his/her chosen representative, and if desired either or both Principals involved.
- d. Every effort should be made to advise a teacher of an envisioned transfer at the earliest possible date. This is to permit adequate time for the teacher to respond, prior to any approval of the transfer by the Board of School Trustees and if possible to resolve any grievance which may follow. Grievances under this Article may commence at stage 3 of the grievance procedure and the parties agree to put any remaining dispute to arbitration.
- e. A teacher subject to District initiated transfer, shall receive written notice of the transfer following the Board's approval of the transfer, along with the reasons for the transfer.
- f. Where a transfer results from a position reduction and in the case of a vacancy, it is understood that:
  - i. there remain no vacancies in the sending school for which he/she has the necessary qualifications;
  - ii. the principal of the sending school will have first exhausted all options to retain the teacher in the school, including a request to qualified staff members to volunteer for transfer.
- g. Where it is necessary to staff school curricular programs, it is agreed that no teacher will be required to transfer until after the posting procedures under Article E.101 are exhausted, whereupon the teacher to be transferred shall have the least District wide seniority among teachers in his/her grade level or subject area.
- h. The Board may transfer a teacher to an assignment involving a significantly different grade level or significantly different subject area where the posting procedures have been unsuccessful, only if:
  - i. there remain no vacancies in the teacher's existing grade level or subject area for which he/she has the necessary qualifications; and,
  - ii. the teacher has the least District wide seniority among teachers in his/her existing grade level or subject area.
- i. The Union shall receive a copy of the written notice of transfer provided to the teacher.

- j. The teacher shall have the opportunity to advise the Board of any retraining requirements, in-service release time, or assisting teacher support which he/she believes necessary to adequately prepare for the proposed transfer.
- k. Receiving Principal / Vice Principals are expected to provide every assistance possible to facilitate the transfer, and assist the teacher in his/her new assignment. This includes assistance with resources and settling in.
- l. In general, the same kind of assistance and orientation is expected from school and District staff for transferred teachers that is routinely provided to beginning teachers.
- m. Except when the transfer is necessary because of a reduction in teachers pursuant to Article C.3, any teacher who has transferred without agreement shall not be subject to a further transfer without agreement, for three (3) school years.
- n. Any teacher, except a teacher transferred as a result of an unsatisfactory evaluation, who has transferred without agreement or because of a position reduction shall be entitled to eligibility for vacant positions under Article E.101 as though he/she were on the recall list pursuant to Article C.3.4.

## **2. Transfer Initiated by the Teacher**

Teachers wishing a reassignment may request consideration for same by submitting the request in writing to the Superintendent before April 30 of the current school year or by applying for a specific advertised position as provided in this agreement. When a teacher requests reassignment and the reassignment cannot be effected, he/she shall be advised.

## **3. Assignment - In School**

- a. Assignment within a school shall consider the qualifications, training, experience, Removed by Legislation/Intentionally Left Blank, and personal preference of the teacher, and shall not be used for disciplinary purposes.
- b. Prior to the end of the school year, Principal / Vice Principals shall have discussions individually and with groups of teachers or at staff meetings, to discuss proposed timetables and proposed staff assignments for the next school year.
- c. Nothing in this Article will be read as affecting the number of pupils in a class.
- d. Where practicable, part-time assignments in secondary schools shall be scheduled in consecutive teaching blocks.

## **ARTICLE E.103     EVALUATION OF TEACHERS**

1. All reports on the work of a teacher (including a Teacher on Call) shall be in writing and according to this Article.
2. The criteria to be utilized in evaluating a teacher shall be consistent with those established by the Board and communicated to the Union no later than September 1 of each year and shall not be applied before September 30 of the same year. No criteria shall be applied which relate to aspects of the learning situation over which the teacher does not have both responsibility and control.
3. The procedure to be utilized for evaluating a teacher shall include the following:
  - a. the teacher shall be notified thirty (30) days in advance that an evaluation is to be conducted;
  - b. at the time that notification is provided, the teacher shall be given a copy of the evaluation criteria referred to in Article E.103.2; and
  - c. at the time that notification is provided, the teacher and the evaluator shall meet to discuss the purposes of the evaluation, and the procedures for providing the evaluation report which shall include:
    - i. pre-observation conference between the teacher and the evaluator prior to each mutually agreed to observation;
    - ii. a series of not less than three observations of the teacher at work on his/her assignment;
    - iii. periods chosen for observation shall not be at abnormal or inappropriate times and the teacher shall have the opportunity to select one observation time;
    - iv. a post-observation conference between the teacher and the evaluator following each observation;
    - v. the provision of a draft report to the teacher;
    - vi. the opportunity for the teacher to meet with the evaluator to discuss the draft report prior to filing a final report.
4. Reports shall focus on the teacher's assignment in his/her prime area(s) of expertise and no teacher will be evaluated during the first ten (10) school months of an assignment outside of his/her primary areas of expertise.
5. Involvement or non-involvement in extra-curricular activities, or matters not directly related to teaching duties are outside the scope of evaluating and reporting on the work of a teacher unless requested by the teacher only at his/her own initiative.

6. Reports shall be prepared only by evaluators authorized under Article C.103.2.c and shall be prepared independently and without collaboration on content or results. No report shall be written by a person in respect of whom there exists reasonable apprehension of bias.
7. The final report shall be filed in accordance with the School Act, and at the same time the evaluator will provide a copy to the teacher.
8. A teacher may submit a written rebuttal which will be attached to all copies of the final report.
9. In the event of an unsatisfactory report, other than the third unsatisfactory report in a twenty-four (24) month period, a plan of assistance developed in consultation with the teacher shall be made available to the teacher. Where the time limits of this Article permit, the teacher shall be given reasonable time to complete the plan of assistance before another report is initiated. Wherever possible the plan of assistance shall include a time frame.
10. Nothing in this Article shall preclude:
  - a. any visits to the classroom by the Superintendent or his/her designate at any time in conformance with the School Act;
  - b. any communications from the Superintendent or his/her designates to teachers in respect of their general performance.

**11. Formative Assistance**

The parties agree that nothing in this agreement shall prevent teachers and their supervisors from consulting to establish the most appropriate means of delivering instruction.

**ARTICLE E.104 NO DISCRIMINATION**

1. There will be no discrimination against any applicant to a position covered by this agreement or against any member of the bargaining unit on the basis of race, colour, creed, age, physical handicap, gender, sexual orientation, religious or political affiliation, national origin, marital status, whether he/she has children, or because he/she is participating in the activities of the Union.
2. The Board and the Union recognize the right of all persons to work, learn, conduct business and otherwise associate in an environment free of discrimination



## **ARTICLE E.105 PERSONNEL FILES**

1. There shall be only one personnel/disciplinary file for each teacher, maintained at District office. Any file relating to a teacher kept at a school shall be transferred into the teacher's District office file when the teacher leaves that school.
2. After receiving a request from a teacher, the Superintendent, in respect of the District file, or the Principal of the school, in respect of any school file, shall forthwith grant access to that teacher's file.
3. The Secretary-treasurer or designate shall be present when a teacher or a person designated in writing by the teacher, reviews his/her file. The teacher may be accompanied by an individual of his/her choosing.
4. The School Board agrees that only factual material and material relevant to the employment of the teacher, shall be maintained in personnel files. In the event that the appropriate Board official does not agree to removal of specified material, the teacher may file a grievance pursuant to Article A.6 of this agreement.
5. Personnel files will be kept confidential.
6. Upon the teacher's request, material critical of the teacher, other than material relating to danger or harm to pupils, and discipline, other than formal evaluations, shall be removed from the teacher's file after the expiration of two (2) years, provided that no further material of that nature has been subsequently filed.
7. Teachers will be notified if any material critical of the teacher is to be put on their file.

## **ARTICLE E.106 FALSELY ACCUSED EMPLOYEE**

1. When a teacher remains on the teaching staff of the District after having been accused of child abuse or sexual misconduct in the course of exercising duties as a teacher, and
  - a. upon investigation by the Board has been found to have been falsely accused, or
  - b. has been acquitted of criminal charges in relation to the accusation, or
  - c. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be unsubstantiated; the Superintendent (or designate) will work closely with the President of the Union (or designate) and the teacher involved to assist the teacher to the extent reasonably possible to successfully return to or remain in teaching duties, and in making available the resources upon which the District can draw.
2. Where (a), or (c) apply the Board shall reimburse the teacher for any loss of salary and benefits.

## **ARTICLE E.107 APPEALS SECTION 11 OF SCHOOL ACT**

1. Where a pupil and/or parent/guardian files an appeal under the School Act (Section 11) and Board By-law of a decision of an employee covered by this agreement, or in connection with or affecting such an employee,
  - a. the employee and the Union shall be immediately notified of the appeal, and shall be entitled to receive all documents relating to the appeal;
  - b. the employee shall be entitled to attend any meeting in connection with the appeal that involves the pupil, parent, or guardian unless the Board feels to do so will prejudice a fair hearing;
  - c. where the employee does not attend a meeting, the employee will be given an opportunity to meet with the Board or appropriate Board official, to discuss the meeting and the appeal before a decision is made;
2. The Board shall refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first discussed the decision with the employee(s) who made the decision.

## **ARTICLE E.108 RACE RELATIONS**

1. The Union and the Board recognize the right of teachers to work in an environment free from racism.
2. Any written and signed allegation of racism within the Board's jurisdiction will be investigated by the Superintendent and the results reported to the Board.

## **SECTION F      PROFESSIONAL RIGHTS**

### **ARTICLE F.101      PROFESSIONAL DEVELOPMENT: FUNDING AND CONTROL**

1. The Board and the Union mutually recognize the importance and necessity of assisting teachers to improve their capability and performance through provision of professional development programs.
2. The Board and Union agree to establish a fund for the purpose of providing professional development of teachers employed by the Board.
3. Effective September 01, 1997 and each September thereafter, the total amount to be placed in the fund shall be \$79,000 with the Board contributing \$71,000 and the Union contributing \$8,000.
4. The control and administration of professional development monies shall be jointly determined.
5. Opportunities for professional development activities shall be distributed equitably.

### **ARTICLE F.102      SCHOOL ACCREDITATION**

1. A voluntary elementary accreditation process shall occur only in those schools where the school staff decides, by majority decision, to undertake the accreditation.
2. Where a secondary school accreditation or elementary school accreditation is to be undertaken, the Board shall notify the staff of the purposes and objectives of the accreditation.
3. The Board shall provide as much release time as possible to carry out the accreditation.
4. There shall be no evaluation of Teachers' performance the week before, the week during, or the week following the presence of an external evaluation team.

### **ARTICLE F.103      CURRICULUM IMPLEMENTATION**

1. The Union recognizes the authority of the Board to implement curriculum and curriculum policy changes.
2. There shall be a joint curriculum implementation committee established consisting of an equal number of representatives of the Union and the Board.
3. The committee shall consider curriculum and curriculum policy implementation matters such as: time considerations, inservice requirements, provision and identification of materials, funds required for implementation and the need for field testing; and shall make recommendations to the Superintendent for the administration of all funds in the District which are available for implementation of curriculum and curriculum policy.

4. The Board shall provide necessary inservice opportunities to each Union member affected by changes in curriculum and curriculum policy and materials.

#### **ARTICLE F.104 PROFESSIONAL AUTONOMY**

1. The Board recognizes and respects the professionalism of teachers covered by this collective agreement. Teachers shall, within the bounds of the prescribed curriculum and consistent with recognized effective educational practice, have individual professional autonomy.

#### **ARTICLE F.105 INDEMNIFICATION**

1. The Board agrees to defend, save harmless and indemnify a teacher from any suits or actions or prosecutions which may be brought against him/her and which arise from the lawful performance of his/her duties and for any cost, loss, damage and liability arising there from, provided that the Board is advised of the action against the teacher at the earliest possible date.

## **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.)*

### **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.)*

## **ARTICLE G.101 SICK LEAVE**

1. Sick leave entitlement will be accumulated by a teacher on a continuing or temporary appointment at the rate of one and one-half (1 1/2) days for each month of employment on the staff of the School District and any days utilized for illness or unavoidable quarantine shall be charged against that teacher's unused accumulated sick leave.
2. There is no maximum number of days of sick leave that may be accumulated, but the number of days for which a teacher may be allowed sick leave with pay shall not exceed one hundred twenty (120) days in any school year.
3. Unused sick leave accumulated by each teacher prior to the execution of this agreement shall be credited to that teacher.
4. Part-time teachers shall accumulate sick leave on a pro rata basis. A part-time teacher shall be paid and charged against his/her unused accumulated sick leave on a pro rata basis related to his/her current teaching appointment.
5. At the discretion of the Superintendent or Director of Human Resources, a medical certificate signed by a medical practitioner and including prognosis, may be requested and will be provided by the teacher.

6. A teacher with less than fifteen (15) sick leave credits, on September 1, will be allowed an advance of sick leave days so as to bring their total credit to fifteen (15) days.

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

## **ARTICLE G.102 PARENTING LEAVE**

1. A teacher may request and the Board shall grant parenting leave for up to twelve (12) calendar months without payment of salary to one parent for a new addition to the family. Such leave may be extended by mutual agreement.
2. On return from parenting leave a teacher shall be placed in his/her former position at a time which will coincide with the commencement of a term or semester or after the spring break. Where the former position no longer exists, the teacher will return to another position which is acceptable to the teacher and the Board, or be subject to Article C.3.
3. Where a teacher elects to maintain coverage on benefit plans in which he/she is enrolled, the Board will continue to pay its share of the premium costs up to a maximum of six (6) months. The benefit costs for a teacher who extends the parenting leave beyond six (6) months shall be borne by the teacher.
4. Teachers on parenting leave shall advise the Superintendent at least two (2) months prior to termination of the leave, of the intent to return or not to a teaching position in the District. Failure to give notice under this clause shall not, of itself, constitute resignation. A scheduled return date shall constitute notice under this section.
5. In the case of a pregnancy of a teacher,
  - a. the period of parenting leave shall be from eleven (11) weeks before the expected date of termination of the pregnancy. Such period shall be deferred upon written request of the employee approved in writing by a qualified medical practitioner.
  - b. the Board shall, with the agreement of the teacher, defer the commencement of parenting leave for any period approved in writing by a qualified medical practitioner. Where a teacher who is at work becomes ill or injured following the commencement of the eleven (11) week period in section (a) above, such illness or injury shall be covered by sick leave as follows:
    - i. where the illness or injury is not directly related to the condition of pregnancy, sick leave may extend to the scheduled date of commencement of parenting leave.
    - ii. where the illness is caused through an abnormal condition of pregnancy and the employee returns to work before the scheduled commencement date of parenting leave, the period of absence will be covered by sick leave.

6. Notwithstanding Articles G.102.1 through G.102.5 above, a teacher who requires an extension for medical reasons shall be granted the extension and shall be considered to be on sick leave and entitled to sick benefits from the original scheduled date of return.
7. In the case of an incomplete pregnancy or other extenuating circumstances, an application for return to teaching duty may be considered by the Superintendent at a date earlier than the scheduled return date.
8. When a pregnant teacher takes maternity leave to which she is entitled pursuant to the Employment Standards Act, the Board shall pay such teacher:
  - a. Eighty-five percent (85%) of her current salary for the first two (2) weeks of the leave, and where the teacher is in receipt of E.I. benefits,
  - b. the difference between eighty-five percent (85%) of her current salary and the amount of the E.I. benefits received by the teacher for a further fifteen weeks.

#### **ARTICLE G.103 JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS**

1. A teacher on continuing or temporary appointment will be granted leave of absence with pay for the time required to serve on a jury, or being called for jury duty, or being subpoenaed as a witness. Any fees or payments made to his/her for such duties or services must be remitted to the Board other than travel, meal or incidental expenses.
2. Where the private affairs of an employee have otherwise occasioned an appearance in legal proceedings, a leave of absence with full pay less the cost of a Teacher on Call shall be granted by the Board.

#### **ARTICLE G.104 BEREAVEMENT LEAVE**

1. A teacher on continuing or temporary appointment shall be granted leave of absence from teaching for up to five (5) days with pay in the case of death in the immediate family. Immediate family shall mean spouse, child, parent, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or any other relative who is domiciled in the home of the teacher at the time of death. Where necessary, up to two (2) additional days for travel will be added.
2. In the event of the death of any relative not mentioned above or a friend of the teacher, the teacher shall be entitled to leave for one (1) day, with pay, for the purpose of attending the funeral and additional days, if necessary, without pay, for travel.

#### **ARTICLE G.105 LEAVE FOR PUBLIC SERVICE**

1. Should a teacher be elected to public office or appointed to municipal or Regional District offices or public boards, he/she shall be granted a full time long-term leave of absence without pay for his/her term of office.
2. Teachers involved in a community service may be granted, at the cost of a Teacher on Call, paid leave of absence up to a maximum of five (5) days in any one school year.



#### **ARTICLE G.106 BIRTH OR ADOPTION LEAVE**

1. On the birth of a child or in the case of adoption or legal guardianship, the teacher may apply for and shall be granted leave with pay up to a maximum of two (2) days.

#### **ARTICLE G.107 EMERGENCY LEAVE FOR FAMILY ILLNESS**

1. In the case of illness in the family of a teacher, the teacher shall be entitled, after notifying his/her supervisor, to use up to a maximum of three (3) days' paid leave at any one time for this purpose. Leave pursuant to this clause shall be available to only one parent at a time.

#### **ARTICLE G.108 DISCRETIONARY LEAVE**

1. The Board will grant to any teacher on continuing or temporary appointment two (2) days paid leave of absence each school year.
2. Notification by the teacher shall be provided to the immediate Principal / Vice Principal well in advance of the leave occurring.
3. In the event that the absence is of an emergent nature, then notification shall be provided no later than one (1) hour prior to the commencement of school on the day leave is taken.
4. Teachers need not provide a specific reason for request of this leave.
5. Unexpended leave is not cumulative.
6. The rate of deduction for such leave will be an amount equal to the Teacher on Call salary in Article C.106.

#### **ARTICLE G.109 EDUCATIONAL LEAVE**

1. The Board shall grant leave of absence up to a maximum of two (2) school years without pay to employees for educational purposes conditional on the following terms:
  - a. Application will be made to the Superintendent stating the particular purpose for the leave and the proposed activities designed to fulfil that purpose.
  - b. Application for leave must be made prior to March 1 of the school year preceding the school year in which leave is to be taken.

- c. On return from education leave a teacher shall be placed in his/her former position at a time which will coincide with the commencement of a term or semester or after spring break. Where the former position no longer exists, the teacher will return to another position which is acceptable to the teacher and the Board, or be subject to Article C.3.
- d. The Board may postpone leave where a qualified replacement cannot be found.
- e. Leave shall be restricted to two (2) teachers at one time except by mutual agreement or where operational requirements permit.

#### **ARTICLE G.110 GENERAL LEAVE**

1. Notwithstanding any provision for leave in this agreement, the Board may grant a leave of absence without pay to a teacher requesting leave for an emergency or other unusual circumstances.

#### **ARTICLE G.111 LEAVE FOR SCHOOL YEAR**

The Board shall grant leave of absence without pay to a continuing teacher for a school year.

1. Application must be made by March 31.
2. The teacher must have worked as a continuing teacher in the District for at least four (4) consecutive years prior to the commencement of the leave.
3. The teacher must confirm by March 31, in writing, the intent to return at the conclusion of the leave or will be deemed to have resigned.
4. The teacher shall return to the position held immediately prior to the leave if available, a comparable position, or if no position exists will be subject to Article C.3.
5. The leave shall only be granted provided a suitable replacement is available.

#### **ARTICLE G.112 WORKERS' COMPENSATION BOARD LEAVE**

1. The Board agrees that when a teacher is in receipt of Workers' Compensation Board benefits, then he/she will be paid his/her regular salary by the Board and his/her Workers' Compensation Board wage loss benefits shall be reimbursed to the Board.
2. There shall be no entitlement to nor loss of sick leave credits for absence under this Article.
3. Wage loss benefits do not include a disability pension or other final lump sum settlement or award arising from a compensable disability.

**ARTICLE G.113 SELF-FUNDED LEAVE PLAN**

1. A self-funded leave plan, in accord with the separate agreement involving the Board and the Union, shall be provided. See attachment.

## SIGNATURES

Signed at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
Greg Luterbach, Director of Human Resources  
and Technology  
School District No. 20 (Kootenay-Columbia)

\_\_\_\_\_  
Darrel Ganzert, President  
Kootenay Columbia Teachers' Union

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

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

**Provincial Letters of Understanding/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**

Does not apply in School District No. 20 (Kootenay-Columbia)

## **LETTER OF UNDERSTANDING NO. 1**

**BETWEEN**

**The British Columbia Teachers' Federation**

**AND**

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

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

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

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

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

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

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

NOTE: This consolidation of Letter of Understanding No. 1 (Designation of Provincial and Local Matters), including Appendices 1 and 2, includes the agreement of May 31, 1995, and subsequent amendments up to April 2004.

<b>Appendix 1</b> <b>PROVINCIAL MATTERS</b>
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## **Appendix 1 – Provincial Matters**

### **Housekeeping — Form Issues**

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

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

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



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

**Section B — Salary and Economic Benefits**

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

## **Special Placement**

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

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

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

**Section C — Employment Rights**

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

**Section D — Working Conditions**

- 1. Hours of Work
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
- 2. Preparation Time
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
- 3. Regular Work Year for Teachers
  - 1.92 *Regular Work Year for Teachers; School Calendar*

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

## **Section E — Personnel Practices**

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

12. Criminal Record Checks
  - 1.111 *criminal record checks*
13. Resignation
  - 3.44 *Employee Terminating Employment*

**Section F — Professional Rights**

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

**Section G — Leaves of Absence**

1. Sick Leave
  - 1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
  - 2.7 *Medical Leave - Preauthorized Travel for Medical Services Leave*
2. Maternity and Parental Leave and S.U.B. Plan
  - 1.18 *Maternity Supplemental Unemployment*
  - 1.108 *Maternity Leave*
  - 1.109 *Parental Leave - Short Term*
3. Short Term Paternity Leave and Adoption Leave
  - 1.46 *Adoption Leave*
  - 1.60 *Paternity Leave*
4. Jury Duty and Appearances in Legal Proceedings
  - 1.56 *Jury Duty Leave, Witness*
5. Educational Leave
  - 1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading,- Board Directed*
  - 1.103 *Study Leave - Year End*
6. Bereavement/Compassionate Leave

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



1..58 *Other - Leave*  
1.106 *Committee - Detached Duty*

May 31, 1995 - Provincial

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

## **Appendix 2 – Local Matters**

### Housekeeping - Form

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

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

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

### **Section B — Salary and Economic Benefits**

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

## **Section D — Working Conditions**

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

## **Section E — Personnel Practices**

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

## **Section F — Professional Rights**

1. Professional Development Committee (NOTE: See also Addendum C)  
1.78 *Professional Development Committee - as related to control*

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

**Section G — Leaves of Absence**

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

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

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

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

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

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

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

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

October 25/95

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

**Concerning Selection of Administrative Officers**

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”  
President  
BC Teachers’ Federation

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

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

**Professional Development**

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

Professional Development:

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

For BCTF:  
"R. Worley"

For BCPSEA:  
"K. Halliday"

Date: Original April 23, 1997

Amended by *Education Services Collective Agreement Amendment Act, 2004*

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

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

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

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

British Columbia Teachers' Federation

British Columbia Public School  
Employers' Association

"R. Worley"

"K. Halliday"

## LETTER OF UNDERSTANDING NO. 2

**Between:**

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

**And:**

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

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

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

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

John Kinzie  
Judi Korbin  
Robert 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. 3. a**

**Between**

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

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

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

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

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Does not apply in School District No. 20 (Kootenay-Columbia)



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

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

Does not apply in School District No. 20 (Kootenay-Columbia)

## LETTER OF UNDERSTANDING No. 4

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

### **Re: Early Incentive Payment**

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

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

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

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

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

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

## LETTER OF UNDERSTANDING No. 5

BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

July 15, 2006    \$20,000,000

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 6**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Employment Equity – Aboriginal Employees**

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

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

Original signed by:

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Brian Kennelly  
BCTF Co-Chief Negotiator

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Jacquie Griffiths  
BCPSEA Chief Negotiator

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Suzie Mah  
BCTF Co-Chief Negotiator

**LETTER OF UNDERSTANDING No. 7**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Provincial Articles Housekeeping Committee**

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 8**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 9**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Rehabilitation Committee**

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

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

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

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

Original signed by:

\_\_\_\_\_  
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:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator



**LETTER OF UNDERSTANDING No. 11**

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

**Re: 2008 Salary Harmonization**

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

	Category 4	Category 5	Category 5+	Category 6
Max	\$ 62,566	\$ 71,117	\$ 76,168	\$ 77,942

3. Notwithstanding the above, the salary grid maximums for category 4, 5, 5+ and 6 in the districts covered by this Letter of Understanding shall be increased by no less than 2.5%.
4. No grid steps other than the maximums identified in 1 and 2 above shall be adjusted as a result of the implementation of this salary harmonization initiative.

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

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

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

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

Original signed by:

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

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

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

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

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacque 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.

1. 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:

- a. 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.
  - b. 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.
  - c. 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.
  - d. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
2. The manner of allocation of the Fund monies to employees shall be subject to negotiations between the BCTF and BCPSEA.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 14**

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

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

Does not apply in School District No. 20 (Kootenay-Columbia)

## LETTER OF UNDERSTANDING No. 15

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

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

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

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

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

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

Original Signed by:

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

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

January 14, 2008

January 21, 2008

## LETTER OF UNDERSTANDING No. 16

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

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

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

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

The following examples are intended to provide further clarification:

### Example 1

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

### Example 2

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

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

Original Signed by:

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

March 12, 2008

\_\_\_\_\_  
Irene Lanzinger  
BC Teachers' Federation

March 13, 2008



**SCHOOL DISTRICT NO.20  
(KOOTENAY-COLUMBIA)**

-

**SELF- FUNDED LEAVE PLAN**

## **SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA) SELF FUNDED LEAVE PLAN**

As:

- A. It is desired to establish for the benefit of employees of the Board a plan to enable them to fund leaves of absence from employment not less than six (6) consecutive months or not less than three (3) consecutive months where the purpose is to permit full time attendance at an educational institution through deferral of salary on such terms as may be set out in this Agreement, and
- B. It is intended that such plans qualify as “prescribed plans” within the meaning of Regulation 6801 of the Income Tax Act (Canada).

The following sets out the terms of the Self-Funded Leave Plan for the eligible employees of the Board of School Trustees of School District No. 20 (Kootenay-Columbia).

### **1. Definitions**

“Accrued Interest” means the amount of interest earned in accordance with clause 3.c on the monies retained by the Board on behalf of the participant, calculated from:

- a. The first day any of such monies has been received by the eligible financial institution, or
- b. The last date to which interest has been paid in accordance with clause 3.e, whichever is later.

“Agreement(s)” means the agreement(s) in force from time to time between the Board and the Union.

“Union” means the Kootenay Columbia Teachers’ Union.

“Board” means the Board of School Trustees School District No. 20 (Kootenay-Columbia).

“Contract year” means the twelve (12) month period from July 1 June 30.

“Current compensation amount” means the total compensation payable by the Board to the participant for the contract year, including his/her proper salary and all allowances in accordance with the agreement(s) in force.

“Deferral period” shall be the number of years, not to exceed six (6) years, for which compensation is deferred in accordance with clause 3.a, including the years referred to in clauses 4.d and 4.e, if applicable. To allow for the possible application of these clauses, the original deferral period should not exceed five (5) years.

“Deferred compensation amount” means the portion of the current compensation amount which is retained by the Board for a participant in each year in accordance with clause 3.a and augmented from time to time by interest thereon calculated in accordance with clause 3.c, but less all interest paid to the participant in accordance with clause 3.e.

“Eligible employee” means an employee of the Board in continuing employment.

“Eligible financial institution” means any Canadian chartered bank, any trust company authorized to carry on business in the province of British Columbia, and any credit union authorized to carry on business in the province of British Columbia. The financial institution must provide deposit insurance sufficient to cover the deposits of the participants.

“Joint committee” means a committee as defined by agreement(s) between the Board and the Union.

“Leave of Absence” means the period described in clause 4.a.

“Memorandum of Agreement” means the agreement described in Schedule A.

“Participant” means an eligible employee who has complete a memorandum of agreement and whose application for participation in the plan has been approved by the Board in accordance with clause 2.b.

“Plan” means the Self-Funded Leave Plan set out in this agreement and includes all amendments thereto.

“Trustee”- the eligible financial institution selected by the Joint Committee to receive, invest and disburse deferred compensation amounts.

## **2. Application**

### **a. Formal Application**

In order to participate in the plan, an eligible employee must make written application to the Board on or before March 31 of the current school year, stating the date when the eligible employee wishes the monthly deferrals (deductions) to commence.

### **b. Approval**

An application to participate in the plan shall not be unreasonably denied. The Board shall, at least in one (1) month prior to the requested commencement of deferrals under the plan, or at a date otherwise agreed between the Board and the Union, advise each applicant of the approval or disapproval of his/her application, and if the latter, an explanation therefore.

c. Date of Participation

If the application is approved under clause 2.b, the participation of the eligible employee in the plan will become effective on the date agreed to by the Board and the employee.

**3. Funding For Leave Of Absence**

a. Compensation Deferred

During each year of the deferral period, the participant will receive his/her current compensation amount, less the percentage amount which the participant has specified in the Memorandum of Agreement, which is to be retained by the Board, and less statutory deduction and other withholdings. Such percentage amount may be carried subject to clause 3.b, by giving written notice to the Board at least one (1) month prior to July 1 in any year for the next or subsequent years.

b. Maximum Percentage Deferred

The percentage of the annual current compensation amount deferred by the participant cannot exceed thirty-three and one third (33 1/3) percent.

c. Investment of Deferred Compensation

The monies retained by the Board for each participant, in accordance with clause 3.a, including interest thereon (until paid out in accordance with clause 3.e) shall be pooled and shall be invested and reinvested as directed by the eligible financial institution within fifteen (15) calendar days. The Joint Committee shall choose such eligible financial institution and in making such determination, neither the Board, nor the Union, or the members of the Joint Committee shall be liable to any participant for any investments made which are authorized by this clause.

d. Insolvency

In the event that any of the monies retained and invested pursuant to the terms of this plan be lost be reason of insolvency of the eligible financial institution, the Board shall not be obliged to pay the participants any further amounts in respect to services for the deferral period.

e. Payment of Accrued Interest

The eligible financial institution shall pay the accrued interest on each December 31 to the participant.

f. Reporting to Participants

The Board shall make, no later than July 31 of each year, an annual report to each participant as to the deferred compensation amount held as at June 30.

#### **4. Taking Of Leave Of Absence**

a. Minimum Length of Leave

The Leave of Absence shall be for not less than six (6) consecutive months or not less than three (3) consecutive months where the purpose is to permit full time attendance at an educational institution.

b. Manner of Payment During Leave

The time and manner of payment to the participant by the Board during the leave of absence shall be in accordance with a plan determined by the participant prior to the commencement of the leave, but in any event, payments shall be provided monthly and all amounts payable shall be paid to the participant no later than the end of the first taxation year that commences after the end of the deferral period.

c. Amount of Payment During Leave

The total of the payments to be made to a participant in accordance with clause 4.b during a leave of absence shall be the deferred compensation amount retained but the Board, but less any monies required by law to be paid by the Board for or on behalf of the participant. The participant shall not receive any salary from the Board during the leave other than the deferred compensation amount.

d. Board's Right to Defer Leave

If the Board is unable to obtain a suitable replacement for a participant for the period of a leave of absence specified in the Memorandum of Agreement, the Board, upon not less than six (6) months notice prior to the scheduled date for the commencement of the leave, may at its discretion differ the leave of absence on one occasion only for one (1) year. In such case, the participant may choose to remain in the plan or may withdraw from the plan.

e. Participant's Right to Defer Leave

Notwithstanding the period of leave specified in the Memorandum of Agreement, a participant may, on one occasion only, with the consent of the Board, given not less than six (6) months notice prior to the scheduled date for the commencement of the leave postpone such leave for one (1) year.

f. Leave of Absence

Unless provided for under clauses 4.d or 4.e of the Plan, the leave of absence shall immediately follow the deferral period.

g. Return to Employment

The participant shall return to employment with the Board, or with an employer that participates in the same or similar plan to fund leaves of absence for a period not less than the period of leave.

h. Participant's Return From Leave

The participant returning to teaching duties shall be assigned to the position held prior to the release, or if said position no longer exists, will be subject to Article C.3 or assigned to another position which is acceptable to the teacher and the Board.

**5. Withdrawal**

a. Termination of Employment

A participant who ceases to be employed by the Board also terminates participation in the plan.

b. Withdrawal from the Plan

With the consent of the Joint Committee, a participant may withdraw from the plan upon giving written notice of withdrawal not less than six (6) months prior to the date on which the leave of absence is to commence.

c. Payment

Upon termination of employment and/or withdrawal from the plan, the Board shall pay to the participant the deferred compensation amount, including any unpaid interest, within sixty (60) days or, at the option of the participant, at a later date but not later than the end of the first taxation year that commences after the end of the deferral period. Upon such payment being made, the Board shall have no further liability to the participant.

d. Upon Death

Should a participant die, the Board shall, within sixty (60) days notification of such death, pay any deferred compensation amount retained at the time of death to the participant's estate, subject to the Board receiving any necessary clearance and proofs normally required for payment to estates.

**6. Termination Or Amendment Of Plan**

a. Agreement

The plan may be amended or terminated by mutual agreement between the Board and the Union.

**7. General**

a. Administration

The Employee will bear the administrative expenses of the plan which shall be charged against each employee's fund from interest earnings.

b. Payroll Deductions

The Board will bear the expense of payroll deductions and forwarding same to the Trustee.

c. Sick Leave Credits

Employees will not be entitled to utilize sick leave credits during the leave nor accumulate same.

d. Increments

Employees will not be eligible for increment credits for salary purposes.

e. Health and Welfare Plans

During the period of leave, the participant shall be entitled to continue medical, extended health, group life and dental benefits by paying his/her contractual share of the cost. The Board will continue to pay its share.

f. Statutory Deductions

i. E.I.

EI premiums are to be based on the employee's gross salary before deferrals during the period of deferral and no premiums are to be withheld from the deferred amounts when paid to the employee during the leave period.

ii. C.P.P

CPP premiums are to be based on the salary the employee actually receives-during both the deferral period and the leave period.

iii. INCOME TAX

Income Tax deductions are to be based on the salary the employee actually receives –during both the deferral period and the leave period.

g. Teacher's Pension Plan

Teachers Pension Plan contributions are based on the employee's gross salary before deferrals during the period of deferral and no contributions are to be withheld from the deferred amounts paid the employee during the leave period.

h. B.C.T.F/Local Union Fees

The fees are based on the employee's gross salary before deferrals during the period of deferral and no fees are to be withheld from the deferred amounts paid the employee during the leave period.

i. Joint Committee

- i. The Self-Funded Leave Plan shall be governed by a Self Funded Leave Plan Committee composed of two participants from the Union and two from the Board.
- ii. The Joint Committee shall determine any questions referred to it regarding the operation of the Self-Funded Leave Plan including the selection of an eligible financial institution for the deferred compensation amounts.



**SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**SELF-FUNDED LEAVE OF ABSENCE PLAN APPLICATION**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_ SOCIAL INSURANCE NO. \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

I have read the terms and conditions of the Self-Funded Leave Plan and understand same and I agree to participate in the plan under the following terms and conditions:

**1. Commencement Date**

My enrolment in the plan and the deferrals shall become effective \_\_\_\_\_.

**2. Number of Years of Participation**

I shall participate in the plan for \_\_\_\_\_ years (not to exceed five (5) years including deferrals in paragraph 3), and my leave of absence shall immediately follow thereafter but subject to the provisions of paragraph 3 below.

**3. Period of Leave**

In accordance with clause 4.f of this Appendix I shall take my leave of absence from \_\_\_\_\_ to \_\_\_\_\_ (not be less than six (6) consecutive months or not less than three (3) consecutive months where the purpose is to permit full time attendance at an educational institution), but in accordance with clause 4.e of the Plan, I may, with the consent of the Board, postpone on one (1) occasion only such leave for one (1) year, the Board shall have the right in accordance with clause 4.d of the Plan, to defer such leave for one (1) year.

**4. Funding of Leave of Absence**

In accordance with clause 3.a of the Plan, I direct the percentage amounts as set out in this section be withheld by the Board from my current compensation amount with respect to my application in the Plan for the following school years: (not exceed thirty-three and one third (33 and 1/3) percent in any one (1) year.

First Year \_\_\_\_\_%

Fourth Year \_\_\_\_\_%

Second Year \_\_\_\_\_%

Fifth Year \_\_\_\_\_%

Third Year \_\_\_\_\_%

Or For All Years \_\_\_\_\_%

I understand that by written notice to the Board, one (1) month before my anniversary in the Plan, I may alter the percentage amount for the next or subsequent years.

**5. Return to Employment**

I understand I shall return to employment with the Board or with an employer that participates in the same or similar plan to fund leaves of absence for a period not less than the period of leave.

6. This plan is not established to provide benefits on or after my retirement.

7. Interest will be paid by December 31 for the previous calendar year.

Participant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Superintendent's Recommendation:

\_\_\_\_\_

\_\_\_\_\_

Approved by the Board:

\_\_\_\_\_  
Secretary Treasurer

\_\_\_\_\_  
Date

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