

PROVINCIAL AND LOCAL MATTERS AGREEMENT

- BETWEEN -

**BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 22 (VERNON)/  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
(The "Employer")**

**AND**

**VERNON TEACHERS' ASSOCIATION/  
BRITISH COLUMBIA TEACHERS' FEDERATION  
(The "Local")**

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

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 parties have entered into this Agreement with the understanding that they recognize and share the following goals:

The provision of a high quality of education for the students of the District;  
Harmonious relations among trustees, administrative staff and teachers;  
Resolution of matters of mutual concern through joint discussion; The  
efficient operation of schools.

## **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 Board of School Trustees for School District No. 22 (Vernon) recognizes the local in the Vernon Teachers' Association as the teachers' union for the negotiation in S.D. No. 22 (Vernon) of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in S.D. No. 22 (Vernon) 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 Vernon Teachers' Association, subject to Article A.3.2.
2. Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective local in accordance with this Collective Agreement.

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

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

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

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

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

**Local Provisions:**

5. Continuing committees shall elect their own chairperson. Ad hoc management task related committees shall have a District staff person as chairperson.

**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.

#### **Local Provisions:**

5. Release time with pay shall be provided to no more than four (4) members of the Association bargaining committee to conduct contract negotiations. Under normal circumstances, the Association shall request leave under this Article at least three (3) days in advance.
6. The cost of teachers on call for teachers given release time with pay under this Article shall be shared equally by the Board and the Association.

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

1. In this article, “legislation” means any new or amended statute, regulation, Minister’s Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.

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

#### **ARTICLE A.20 NO CONTRACTING OUT**

1. The Board shall not contract out the provisions of educational services, the designing, supervision and assessment of educational programs or any other duties that would normally and regularly be performed by a teacher, except where there is mutual agreement between the Board and the Association.

#### **ARTICLE A.21 TEACHERS' ASSISTANTS**

1. All teachers' assistants or personal attendants hired to assist teachers in carrying out their responsibilities and duties shall be under the immediate instructional supervision of teachers. Teachers shall not be required to evaluate teachers' assistants or personal attendants.
2. Teachers' assistants or personal attendants shall not assume the direct instructional responsibility for providing educational programs to students or groups of students, but may assist the teacher in:
  - a. providing assistance to individual students and groups of students;
  - b. evaluating students;
  - c. maintaining student records or reports to parents;
  - d. providing advice to students.
3. Teachers' assistants or personal attendants shall not be used as alternatives for qualified professional personnel.

**ARTICLE A.22      RELEASE TIME FOR TEACHER ACTIVITIES**

1. Any Association member who holds an executive position in the Association, B.C.T.F. or C.T.F. or who is serving on a Representative Assembly, or committee or task force of the Association, B.C.T.F. or C.T.F., or as a member of the College of Teachers, shall be entitled to leaves of absence with pay from teaching duties in order to carry out the business of the Association, B.C.T.F., C.T.F. or the College of Teachers.
2. Such release time from duties shall be granted without loss of pay and shall be granted subject only to the Board being reimbursed for the cost of the teacher on call.
3. If an Association member is elected to a full-time position with the B.C.T.F. or C.T.F., leave of absence without pay shall be granted for the duration of that member's office.
4. If an Association member is appointed to a position with the administrative staff of the B.C.T.F. or C.T.F., leave of absence without pay shall be granted for a maximum period of four (4) years.
5. An Association member returning from such leave must inform the Board at the earliest possible date but not later than May 31, and shall be assigned to a position similar to the one he/she left or one that is mutually acceptable.

**ARTICLE A.23      EXCLUSIONS FROM BARGAINING UNIT**

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the mutual agreement of the parties.
  - a. Any exclusion shall be determined on the basis that the position involves:
    - i. any of the functions outlined in the Labour Relations Code as the basis for exclusion from the definition of an "employee"; or
    - ii. the functions of a director of instruction as provided by the School Act; or
    - iii. includes any duties regarding the supervision and evaluation of teachers as designated to principals and vice- principals in the School Act.
  - b. Failure by the parties to reach mutual agreement shall result in the parties referring the matter directly to arbitration pursuant to Article A.6 (P.C.A.6).

- c. The Board shall notify the Association of any newly created position offered in the District, including a written description of the position, prior to posting.
- d. Any newly created position requiring a teaching certificate shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties. The provisions of Article A.23.1.a and A.23.1.b shall apply.

#### **ARTICLE A.24 STAFF REPRESENTATIVES**

- 1. A school staff representative who is elected in accordance with the Association procedures has the right to:
  - a. Convene meetings of teachers on the school premises to conduct Association business provided that the meeting does not take place during class time, the regular assigned duties of teachers continue, and usual booking procedures are followed;
  - b. Be relieved of instructional duties with no loss of pay when attending a meeting under the grievance procedure during class time.

#### **ARTICLE A.25 PRESIDENT'S RELEASE TIME**

- 1. The Board hereby agrees to release the president of the Association from teaching duties for 100% (time).
- 2. The Board will continue to pay the president his/her salary and to provide benefits as specified in the Agreement. The Association will reimburse the Board for such salary and benefits costs upon receipt of a monthly statement.
- 3. For purposes of pension, experience, sick leave and seniority, the president shall be deemed to be in the full employ of the Board.
- 4. The president 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. Such days or partial days shall be deducted from the president's accumulated sick leave credits.
- 5. When the president is on sick leave, the vice-president or delegated person, when necessary, shall be granted leave of absence to replace the president. The Association shall pay the costs of a teacher on call, for the period of such replacement, to the Board.

- a. The teacher returning to full teaching duties from a term or terms as president shall be assigned to the position held prior to the release providing that this position continues to exist.
- b. If the teacher's original position no longer exists, the teacher shall be placed in an equivalent position in accordance with transfer practices in the District.
- c. A teacher shall be entitled to placement under Article A.25.5.a and A.25.5.b only at the beginning of a school year. A teacher returning to full teaching duties during a school year shall be placed in an appropriate position after consultation with the teacher and the Association, with entitlement to placement under Article A.25.5.a and A.25.5.b at the commencement of the next school year.

#### **ARTICLE A.26 HOME EDUCATION**

1. Educational services that may be required for home education students, as defined in School Act Division 4 (12 & 14), regulation Section 3, shall normally be provided by members of the bargaining unit but may be provided by Administrative Officers.
2. A teacher assigned responsibility for provision of educational services to home schooled students shall normally be a teacher with District educational support responsibilities.
3. A teacher assigned responsibility for provision of any educational service to one or more home schooled students shall be given reasonable time to enable him/her to provide such services.

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

1. Establishing Staff Committee

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

2. Size and Make-Up
  - a. Staff Committees may consist of the total staff or a representative committee elected by the staff as a whole.
  - b. The staff committee shall include a representative of the school administration.

3. Operational Procedures

- a. The size, composition, tenure and operational procedures of the staff committee shall be determined by a majority vote of the school staff.
- b. Copies of the procedures for each school shall be filed with the Association and the Board no later than June 30 of the current school year.
- c. Subsequent amendments shall be submitted to the Association and the Board when they come into effect.

4. Areas of Responsibility

A staff committee's role may include the following:

- a. The development and maintenance of effective communication and consultative processes throughout the school;
- b. The review of school policies and procedures and the development of recommendations for improvement;
- c. Receiving and making recommendations on matters of *concern* presented by staff.

5. Implementation

- a. The school administration shall not arbitrarily refuse to implement the recommendations of the staff committee or the majority decisions of a staff meeting.
- b. In a case where an administrative officer rejects a recommendation of a staff committee or a majority decision of a staff meeting, he/she will submit the reasons for rejection in writing to the staff committee.

**ARTICLE A.28 BULLETIN BOARDS**

- 1. The Association shall have the use of a bulletin board in each school staff room.

**ARTICLE A.29 ACCESS TO FACILITIES**

- 1. The Association shall have reasonable access to use of school facilities and equipment for meetings.

**ARTICLE A.30 INTERNAL MAIL**

1. The Association shall have reasonable access to inter-school mail.

**ARTICLE A. 31 ACCESS TO INFORMATION**

On request, the Board will provide the following information to the Association:

1. A list of employees in the bargaining unit showing their names, addresses, phone numbers (except those which are specifically unlisted), grid placement, seniority and staff assignment;
2. Notification of appointments, reassignments, transfers, resignations and retirements;
3. Notification of available teaching positions at the time of publication;
4. Notification of suspensions and terminations as they occur;
5. Agendas and minutes of all public Board meetings and all attachments thereto when issued;
6. The audited financial statements as approved by the Board in the form submitted to the Ministry of Education;
7. The preliminary budget as approved by the Board in the form submitted to the Ministry of Education;
8. The final budget as approved by the Board in the form submitted to the Ministry of Education;
9. On request. other financial and budget information normally provided to the public.

**ARTICLE A.32 PICKET LINES**

1. All employees covered by this Agreement shall have the right to refuse to cross a duly constituted picket line arising out of a labour dispute as defined by the Labour Relations Code. Any employee failing to report for duty for this reason shall be considered to be absent without pay.
2. Failure to cross a legal picket line shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action by the Board.

3. The Board shall not require employees covered by this Agreement to perform work normally performed by employees engaged in a strike, or locked out, nor shall the Board direct employees covered by this Agreement to request pupils to carry out such duties.
4. Teachers shall not be required to perform any of the duties which would normally be performed by employees on a legal strike or legal lock out.

## **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:**

5. Salary Grids

July 1, 2006

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 38,966	\$ 42,601	\$ 45,758	\$ 46,867
1	\$ 41,061	\$ 44,913	\$ 48,221	\$ 49,383
2	\$ 43,155	\$ 47,225	\$ 50,684	\$ 51,899
3	\$ 45,250	\$ 49,536	\$ 53,146	\$ 54,415
4	\$ 47,345	\$ 51,848	\$ 55,609	\$ 56,931
5	\$ 49,439	\$ 54,160	\$ 58,072	\$ 59,446
6	\$ 51,534	\$ 56,472	\$ 60,535	\$ 61,962
7	\$ 53,628	\$ 58,784	\$ 62,998	\$ 64,478
8	\$ 55,723	\$ 61,095	\$ 65,460	\$ 66,994
9	\$ 57,817	\$ 63,407	\$ 67,923	\$ 69,510
10	\$ -	\$ 65,719	\$ 70,386	\$ 72,026

July 1, 2007

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 39,941	\$ 43,666	\$ 46,902	\$ 48,039
1	\$ 42,087	\$ 46,036	\$ 49,426	\$ 50,618
2	\$ 44,234	\$ 48,405	\$ 51,951	\$ 53,196
3	\$ 46,381	\$ 50,775	\$ 54,475	\$ 55,775
4	\$ 48,528	\$ 53,144	\$ 56,999	\$ 58,354
5	\$ 50,675	\$ 55,514	\$ 59,524	\$ 60,933
6	\$ 52,822	\$ 57,884	\$ 62,048	\$ 63,511
7	\$ 54,969	\$ 60,253	\$ 64,572	\$ 66,090
8	\$ 57,116	\$ 62,623	\$ 67,097	\$ 68,669
9	\$ 59,263	\$ 64,992	\$ 69,621	\$ 71,248
10		\$ 67,362	\$ 72,146	\$ 73,826

July 1, 2008

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 40,939	\$ 44,758	\$ 48,074	\$ 49,240
1	\$ 43,140	\$ 47,187	\$ 50,662	\$ 51,883
2	\$ 45,340	\$ 49,615	\$ 53,249	\$ 54,526
3	\$ 47,541	\$ 52,044	\$ 55,837	\$ 57,169
4	\$ 49,741	\$ 54,473	\$ 58,424	\$ 59,813
5	\$ 51,942	\$ 56,902	\$ 61,012	\$ 62,456
6	\$ 54,142	\$ 59,331	\$ 63,599	\$ 65,099
7	\$ 56,343	\$ 61,759	\$ 66,187	\$ 67,742
8	\$ 58,544	\$ 64,188	\$ 68,774	\$ 70,386
9	\$ 62,567	\$ 66,617	\$ 71,362	\$ 73,029
10	\$ -	\$ 71,117	\$ 76,168	\$ 77,942

Benefit From Letter of Understanding No. 11 – 2008 Salary Harmonization:				
2.5% increase:	\$ 60,744	\$ 69,046	\$ 73,949	\$ 75,672
Harmonization:	\$ 62,567	\$ 71,117	\$ 76,168	\$ 77,942
Harmonization %	3.00%	3.00%	3.00%	3.00%

July 1, 2009

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 41,963	\$ 45,877	\$ 49,276	\$ 50,471
1	\$ 44,218	\$ 48,366	\$ 51,928	\$ 53,180
2	\$ 46,474	\$ 50,856	\$ 54,581	\$ 55,889
3	\$ 48,729	\$ 53,345	\$ 57,233	\$ 58,599
4	\$ 50,985	\$ 55,835	\$ 59,885	\$ 61,308
5	\$ 53,240	\$ 58,324	\$ 62,537	\$ 64,017
6	\$ 55,496	\$ 60,814	\$ 65,189	\$ 66,727
7	\$ 57,752	\$ 63,303	\$ 67,841	\$ 69,436
8	\$ 60,007	\$ 65,793	\$ 70,494	\$ 72,145
9	\$ 64,131	\$ 68,283	\$ 73,146	\$ 74,855
10		\$ 72,895	\$ 78,072	\$ 79,891

July 1, 2010

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 42,802	\$ 46,794	\$ 50,262	\$ 51,480
1	\$ 45,102	\$ 49,334	\$ 52,967	\$ 54,244
2	\$ 47,403	\$ 51,873	\$ 55,672	\$ 57,007
3	\$ 49,704	\$ 54,412	\$ 58,377	\$ 59,771
4	\$ 52,005	\$ 56,952	\$ 61,083	\$ 62,534
5	\$ 54,305	\$ 59,491	\$ 63,788	\$ 65,298
6	\$ 56,606	\$ 62,030	\$ 66,493	\$ 68,061
7	\$ 58,907	\$ 64,570	\$ 69,198	\$ 70,825
8	\$ 61,207	\$ 67,109	\$ 71,904	\$ 73,588
9	\$ 65,414	\$ 69,648	\$ 74,609	\$ 76,352
10		\$ 74,353	\$ 79,633	\$ 81,489

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

1. All School Districts 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 Board 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/kilometer 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 \$3.00 over daily rate in lieu of benefits. This benefit will be pro-rated 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 22]

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

**Local Provisions:**

7. A teacher on call who is certified by the College of Teachers shall be paid at the rate of 1/240 of their regular salary based on experience and category placement plus 5% in lieu of statutory holiday and vacation pay for the first three (3) days of an assignment(s) where application of this formula results in a higher rate of pay than the rate set out in B.2.6.a.
8. In the event that the teacher on call's assignment is interrupted by the return to work of a teacher who subsequently is absent within one (1) working day, the teacher on call shall be reassigned and the assignment shall proceed as if it had not been broken for salary or contract provisions which depend upon the length of assignment.
9. A teacher on call's assignment will not be interrupted by non-instructional days or by illness. A teacher on call shall be required to attend any non-instructional day(s) which occurs during his/her assignment and shall be paid for such day(s).
10. A teacher on call who works for a total of one hundred and sixty (160) full-time days of on call time will receive credit for one year's teaching experience and a one step increase on the increment scale. Payment on the new experience level shall begin the following month. Temporary assignments will not be included in this calculation.
11. A teacher on call who has taught in an extended day school for the entire week (Monday A.M. to Friday noon) shall be paid for five (5) days. He/she shall be expected to stay and work in that school on Friday afternoon.
12. The Board shall maintain a list of persons who are qualified and have agreed to act as teachers on call. The Board shall forward a copy of such a list to the Association in the month of September and in the month of January in each school year in addition to monthly updates.
13. Call Out
  - a. A teacher on call assigned to a school for a full day and not utilized, or utilized for only a portion of that day, shall be paid a full day's salary.
  - b. A teacher on call assigned to a school for a half day and not utilized, or utilized for only a portion of the half-day, shall be paid for a half-day.
  - c. No assignment shall be for less than one-half of a day.

- d. A teacher on call may be assigned additional duties during that period for which he/she is paid only when the teacher on call is paid for a full day, or half-day. to replace a part-time teacher whose instructional assignment, inclusive of preparation time, is less than the full day or half day.
  - e. A teacher on call who is assigned to an extended day school shall be paid 60% of his/her dally rate for working the morning and 50% of his/her daily rate for working in the afternoon. If assigned to work a full day in an extended day school, a teacher on call will be paid at the full day rate of 100%.
  - f. A teacher on call shall be paid 60% of his/her daily rate for working in the morning and 50% of his/her daily rate for working the afternoon. If assigned to a full day, a teacher on call shall be paid at the full day rate of 100%.
14. A teacher on call whose assignment is less than a full day but is required to offer instruction on both "sides" of the lunch break will be paid for a full day and, at the discretion of the principal, shall be required to offer a full day's service to that assignment.
  15. During the first four (4) days of an on call assignment in the same position, a teacher on call will work and be paid a half day's salary for work in the morning and a half day's salary for work in the afternoon regardless of time taught by the regular classroom teacher. After the fourth day, a teacher on call continuing in the same assignment shall be paid pursuant to Article B.2.6.b.
  16. A teacher on call in the same assignment for more than twenty (20) days will receive one and a half (1.5) days of sick leave per month available for use on that assignment and any future assignments of more than twenty (20) days. As well, a teacher on call in this category will be expected to be in attendance at all non-instructional days and will receive pay for those days.
  17. Subject to the availability of suitable qualified employees, a teacher on call shall be required to hold a valid B.C. teaching certificate.

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

Does not apply in School District No. 22 (Vernon).

**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. 22 (Vernon).

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

### **Local Provisions:**

### **3. Reimbursement of Personal Property**

#### **a. Equipment, Teaching Aids or Other Personal Material:**

Compensation will be paid to teachers to the extent of the minimum deductible offered on a standard homeowner policy, whose personal property is lost or damaged while it is located on school premises provided:

- i. each article is registered with the Administrative Officer at the beginning of the period of time it is kept in the school;
- ii. the property is in the school to be used for the purpose of aiding instruction;
- iii. the loss or damage is not the result of negligence on the part of the teacher claiming the compensation;
- iv. that payment will be limited to two hundred dollars (\$200.00) per incident or the actual cost, whichever is lesser,
- v. the teacher is not eligible for compensation for the damage under another fund or policy of insurance.

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

[PCA Article B.8 is not applicable in School District No. 22 (Vernon). See Article B.9 Pay Periods.]

## **ARTICLE B.9      PAY PERIODS**

PCA Article B.9.1 through B.9.3 is not applicable in SD. No. 22 (Vernon).

### **Local Provisions:**

4. Continuing contract teachers with a minimum of one year's service with the Board shall be eligible to receive payment by the 10-month payment option, pursuant to Article B.9.4.a or the 12-month option, pursuant to Article B.9.4.b.

- a. **10-MONTH PAYMENT OPTION**

Teachers shall be paid on a ten month basis and shall be paid on the 16<sup>th</sup> (mid-month advance) and the last teaching date of each month, September through June, except December. Deductions shall be made at the end of each month. Mid-month advance amounts will be a flat amount which shall not be less than two percent (2%) of the annual basic salary schedule maximum rate in each category.

- b. **12-MONTH OPTION**

- i. Teachers electing this option for each following year must inform the board in writing prior to June 1<sup>st</sup> of the current year.
- ii. A cash advance in the amount of 1/12 (one twelfth) of the gross annual salary shall be made on August 31<sup>st</sup> of each current year.
- iii. Repayment of the August 31<sup>st</sup> advance shall occur in equal amounts from the following September to January and deductions for the July 31<sup>st</sup> payment in the subsequent year shall occur in equal amounts from February through June.
- iv. In the event that a teacher leaves the employ of the Board prior to repayment in full, the amount outstanding will be deducted from that teacher's final cheque. The teacher will be responsible, in any event, for the unpaid cash advance.

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

1. Provincial Article B.10.1 does not apply in School District No. 22 (Vernon). See Article B.10.6 below.
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.

[B.10.4 and B.10.5 do not apply in School District No. 22 (Vernon).]

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

### **Local Provisions:**

6. Mileage Allowance

Teachers who are required to use their personal vehicles in order to carry out their regular duties or other Board business shall be reimbursed at the current Board rate per kilometre. This includes travel between work sites as required on a regular basis.

## **ARTICLE B.11 BENEFITS**

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

### **Local Provisions:**

2. Eligibility for Benefits

Employees who are full-time and regular part-time teachers (including those employee groups deemed teachers for benefits application purposes) and their dependants shall be eligible for payment by the Board of its full share of the costs of all benefits provided by this Agreement, regardless of the percentage of time taught, as the conditions of the benefit contract permit and as specifically provided for in the following benefit clauses.

3. Board's Obligation

- a. The Board shall provide a teacher with an application or enrolment form for participation in the medical, dental, extended health and group life insurance 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 so be noted by the teacher and kept on file by the Board.

- b. The Board shall advise all new teachers at the end of the first month of employment, and any teacher upon request, of those benefit plans available to teachers, the cost of those plans, and of those plans in which the teacher is enrolled.

4. Medical Plan

The Board shall pay 85% of the cost of premium for the Provincial medical health plan.

5. Extended Health Benefits

The Board shall pay 100% of the premium cost of a mutually agreed extended health benefits plan for each full and part-time teacher employed by the Board.

The Board will include the following coverage:

- a. Vision Care - \$125/24 month;
- b. Lifetime Hearing Aid - \$500.00 maximum.

6. Dental Plan

The Board shall pay 90% of the premium cost of a mutually agreed Dental Plan. For teachers hired after December 31, 1978, participation in the plan shall be a condition of employment.

7. Group Life Insurance

- a. The Board shall pay 100% of net premium cost of a mutually acceptable group life insurance plan for each participating teacher.

Teachers in the employ of the Board as of December 31, 1975 shall be voluntary participants in the plan. After that date, participation shall be a condition of employment for new employees.

The Board assumes full payment of premiums for the \$500 group life retirement policies currently in force, but does not assume responsibility to initiate or pay for any further retirement policies from January 1, 1970.

- b. The B.C.T.F. Optional Term Life Insurance Plan will be instituted by the Board with the teachers paying 100% of the premium cost.

8. Salary Indemnity Plan

Participation in the B.C.T.F. Teachers Salary Indemnity Plan shall be a condition of employment for all teachers appointed to the District after January 1, 1978. The premiums for this plan shall be paid totally by the teachers. The Board shall remit monthly to the B.C.T.F. (Salary Indemnity Fund) the teachers' share of the savings resulting from reduced Unemployment Insurance Premiums.

9. Accidents Covered By Workers' Compensation

An employee prevented from performing his/her regular work with the employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, shall receive from the employer the difference between the amount payable by the Workers' Compensation Board and his/her regular salary to a maximum of six (6) months, provided that such employee shall not be entitled to use his/her sick leave credits for time lost during the said six (6) month period by reason of any such disability.

10. Death In Service

- a. In the event of the death of a teacher in the employ of the Board, the Board shall pay to the widow or widower of the deceased, or if there be no widow or widower to those relatives of the employee, if any, who are directly dependent on the employee's salary for their livelihood, the salary for the days taught in the month in which the employee died, plus one additional month's salary.
- b. The Board shall continue to provide the medical, extended health and dental benefits to the dependents of the deceased teacher for a period of three (3) months after the death of the teacher. The dependents shall be notified in writing of the terms of this provision.

11. Maintenance of Benefits During Leave

- a. For those benefits capable of being maintained, any employee granted leave of absence shall have his/her benefits maintained by the Board during the period of leave by notice of the teacher, upon the Board receiving pre-payment of the total premiums applicable during the leave of absence.

- b. The Board will continue to pay its share of the premium payments for the medical plan, E.H.B., dental plan and group life insurance during the period, not exceeding one (1) year, that a teacher is on medical leave of absence and in receipt of the British Columbia Teachers Federation Salary Indemnity Plan-Short Term benefits and for one (1) further calendar year beyond the expiry of Salary Indemnity Plan - Short Term benefits where the teacher is in receipt of benefits from the Salary Indemnity Plan - Long Term.

12. Employee Assistance Plan

- a. The Board agrees to provide an Employee Assistance Plan and pay 85% of the cost of this plan.
- b. The Board agrees to discuss the range of services provided.

**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+

- d. The eligibility requirements pursuant to B.12.1 must not have been used to obtain Category 5.

3. Salary Rate Calculation

- a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6.

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

### **Transition Process**

#### Note 1:

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

#### Note 2:

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

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

**ARTICLE B.20      PAYMENTS**

1.      Payment Above Scale

The salary schedule is a basic scale. However, by agreement of the Board and the Association, a higher salary on the grid may be paid than the qualifications and the experience of the teacher would normally command.

2.      Salary Protection

No teacher currently on staff shall incur a reduction in basic salary only because of the implementation of this Agreement.

3.      Daily Rate of Deduction

a.      The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the teacher. This calculation is to be used for deductions that are outside the control of the individual teacher (ie. government legislated reductions, withdrawal of services).

b.      A continuing or temporary contract teacher shall be paid 1/10 of current annual salary in respect of each month in which the teacher works all prescribed school days.

c.      For purposes of Article B.20.3.b, the prescribed days on which the teacher is on authorized leave of absence shall be deemed to be a day of work, and deductions (if any) which are authorized by this Agreement or the School Act in respect of such leave of absence shall be made from the monthly payment provided in Article B.20.3.d.

d.      In the event that a temporary or continuing contract commences on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment for that month shall be:

No. of days taught in month x 1/10 x current annual salary No. of prescribed days in month

## **ARTICLE B.21 PLACEMENT ON SCHEDULE**

### **1. Initial Placement**

- a. Placement on the salary grid shall be determined in accordance with the category assigned by the Teacher Qualification Service (subject to Article B.20.1 of this Agreement and in accordance with years of experience as determined by Article B.21.2) of this Agreement.
- b. At the time of appointment, the Board shall advise the teacher, in writing, of the documentation required to establish initial scale placement, the requirement to advise the Board if any delay is expected in meeting the deadlines and the procedures for redesignation and appeal of any decision with respect to scale placement.
- c. Within three (3) months of appointment to the District, each teacher shall submit all documentation required by the Board to the Director of Instruction or Designate to establish salary placement. Upon appointment, each teacher shall be advised by the Board of documentation required.
- d. The teacher shall be responsible for advising the Board, in writing, if unavoidable delays in obtaining the documentation necessitate an extension of the time limit and shall request an extension.
- e. The Board shall grant a request for extension of the time limits where there are reasonable grounds for the request.
- f. Each teacher appointed to the District will be placed on grid at Category 4 step zero experience until all documentation is provided to the Board. The Board's responsibility for retroactive pay in the event of late submission of documentation is limited to the school year in which such documentation is submitted.
- g. In the event a teacher's qualifications change in a way which affects placement on the grid, he/she shall submit to the Director of Instruction or Designate the necessary documentation and a request for change of grid placement forthwith. The Board's responsibility in implementing any resulting change in grid placement is limited to the school year in which such documentation and request is submitted.
- h. The Board shall notify the teacher, in writing, of the category and experience placement that has been assigned.

- i. In the event that a teacher wishes to appeal his/her placement on the salary scale, for category and/or experience, the teacher must apply in writing to the Salary Grid Placement Committee for adjustment. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, the grievance procedure, as outlined in Article A.6 of this contract will apply.

The Salary Grid Placement Committee shall be a joint committee of the Association and the Board. It shall be made up of two members chosen by the Association and two members chosen by the Board. It shall consider all appeals related to salary grid placement.

## 2. Experience

### a. Increment Date

An increment will be awarded on the first of the month following the date on which the applicable experience accumulation is earned.

An increment will be awarded upon the accumulation of ten (10) months of full-time teaching experience. Credit for teaching experience shall include recognition of experience accumulated according to Article B.2.10 of this Agreement. Accumulation of partial months of experience credits will be calculated in the same manner as partial months of teaching. (refer to Article B.20.3).

### b. Definition of Experience

Full recognition to the category maximum for experience gained in:

- i. Professional employment as a member of an accredited university or college faculty if the member holds a valid teacher certificate and the total load is nine (9) hours or more a week for a full academic year.

Eight (8) months of full-time employment or its equivalent shall constitute a year's experience for increment purposes for accredited university or college faculty experience.

- ii. Professional employment by the Ministry of Education of British Columbia while holding a valid teacher certificate.
- iii. Ten (10) months of full-time employment or its equivalent, as defined in Article B.21.2.b.iv and B.21.2.b.v shall constitute a year's experience for increment purposes.

- iv. Periods of part-time teaching and short-term appointments may be added together for an accumulation of years of experience credit.
- v. Absence while on paid sick leave, paid educational leave, the first twenty-four weeks of maternity leave, and the first twenty-four weeks of adoption leave shall carry full experience credit.
- vi. Full-time service to the local Association or the British Columbia Teachers Federation shall carry full experience credit. Part-time service shall be credited for part-time teaching.
- vii. Government funded and inspected schools in Canada, the British Commonwealth and the U.S.A.

c. Private School Experience

On application to the Director of Instruction or Designate, a teacher may be granted experience credit for teaching in private schools in Canada or other schools or institutions not specified in Article B.21.2.b.

d. Related Experience

Teachers with experience outside teaching in a field or fields closely related to the main subjects of their courses may be credited with not more than five (5) years experience in addition to those recognized for teaching experience up to the maximum of the category on which they are paid. The Director of Instruction or Designate shall evaluate such experience.

e. Category 4 (B. Ed. Elementary)

Only teachers in Category 4 with a Bachelor of Education (Elementary) degree who received an allowance of \$300.00 in 1978 shall continue to receive said allowance.

**ARTICLE B.22 PART-TIME TEACHERS PAY AND BENEFITS**

1. Salary

Part-time teachers shall be paid that portion of their regular scale placement that relates to the portion of an instructional week worked, inclusive of preparation time. The length of the instructional week shall be as determined by the Board in conformity with the School Act and Regulations.

The length of the instructional week for a part-time teacher shall be the number of hours of instructional time plus that portion of time that relates to the average unassigned time of a regular full-time teacher in the same school, in the same proportion that the assigned instructional time of the part-time teacher relates to the assigned instructional time of the full-time teacher.

2. Benefits

Part-time teachers shall be entitled to participate in all benefit plans, subject to the eligibility requirements of each plan.

3. Sick Leave

A part-time teacher shall accumulate and be eligible to use sick leave in the same proportion as that determined for payment of salary.

4. Part time teachers shall be required to attend all non-instructional days, staff development, professional development, curriculum development, curriculum/ed.change and implementation days. Part time teachers working on a regular rotating schedule as in secondary schools will be paid as full-time teachers on those days. All other part-time teachers will have the actual balance of their teaching day adjusted so as to be paid as a full time teacher. Should the part-time teacher not be working that day, he/she shall be required to attend and shall be paid as a full time teacher.

a. For secondary part-time teachers, the Board will pay the complement of the teacher's appointment on all non-instructional days. For example, a secondary part-time teacher which a 0.625 F.T.E. appointment will be paid an additional 0.375 as per the teacher's qualifications and experience.

5. If a part-time teacher substitutes in his/her own class or in an assignment which is substantially the same, he/she will be paid on scale rather than at the teacher on call rate.

Secondary substituting, as it relates to this paragraph, is defined as substituting in the same subject area to which the teacher was assigned on a part-time basis. In elementary schools, this paragraph applies only to a teacher who substitutes in his/her own classroom.

6. Pension Coverage

Teachers who move from full-time employment to a part-time assignment in accordance with Article C.5 shall be considered to be on approved leave so that they may purchase pensionable service to provide for a full year pension credit, provided it is in accordance with the rules and regulations of the Teachers' Pension Act.

**ARTICLE B.23 POSITIONS OF SPECIAL RESPONSIBILITY**

1. In addition to their salary as per Article B.1, teachers holding posts of special responsibility shall be paid allowances as follows:

a. Posts of Special Responsibility

		July 1, 2006	July 1, 2007	July 1, 2008	July 1,2009	July 1, 2010
Level 1	Teaching Chef – V.S.S. Cafeteria	\$2,874.10	\$2,945.95	\$3,019.60	\$3,095.09	\$3,156.99
Level 2	Resource Centre – Career Education	\$4,091.80	\$4,194.10	\$4,298.95	\$4,406.42	\$4,494.55
	Computer Education	\$4,091.80	\$4,194.10	\$4,298.95	\$4,406.42	\$4,494.55
	Primary Program	\$4,091.80	\$4,194.10	\$4,298.95	\$4,406.42	\$4,494.55
	Intermediate Program	\$4,091.80	\$4,194.10	\$4,298.95	\$4,406.42	\$4,494.55
Level 3	Coordinators – Student Support Services	\$7,272.38	\$7,454.19	\$7,640.54	\$7,831.55	\$7,988.18

b. Department Heads

July 1, 2006	July 1, 2007	July 1, 2008	July 1,2009	July 1, 2010
\$ 2,150.45	\$ 2,204.21	\$ 2,259.32	\$ 2,315.80	\$ 2,362.12

2. The allowances set out in Article B.23.1 are annual amounts which shall be paid in ten (10) equal monthly payments. Where the position is not occupied for a full year, the allowance shall be paid in proportion to the period in which the position is occupied.

3. New Positions

The Board shall prepare a description of duties whenever a new Position of Special Responsibility is created or whenever the duties of any such position are changed or increased. When such a position is created or changed, the allowance shall be subject to negotiations between the Board and the Association.

4. Elimination of Positions

Existing positions of special responsibility shall not be eliminated or changed without prior consultation with the Association.

5. Department Heads

- a. Department Heads shall be paid an allowance in accordance with the schedule outlined at Article B.23.1.b.
- b. Where Department Head work is split between more than one person, the amount shall be distributed between the persons in proportion to their work loads.
- c. Article B.23.5.b shall not require the Board to create Department Head positions nor to agree to split work loads.

**ARTICLE B.24      COMPENSATION FOR ADMINISTRATIVE OFFICER RESPONSIBILITIES**

- 1. Where a teacher is requested to assume the responsibilities of an Administrative Officer for a half day or longer, the teacher’s salary shall be supplemented by a daily allowance for those days in accordance with the following schedule:

		<b>July 1, 2006</b>	<b>July 1, 2007</b>	<b>July 1, 2008</b>	<b>July 1, 2009</b>	<b>July 1, 2010</b>
<b>Elementary</b>	<b>Group A:</b>					
	<b>Full Day</b>	\$ 76.88	\$ 78.80	\$ 80.77	\$ 82.79	\$ 84.44
	<b>Half Day</b>	\$ 38.44	\$ 39.40	\$ 40.38	\$ 41.39	\$ 42.22
	<b>Group B:</b>					
	<b>Full Day</b>	\$ 76.88	\$ 78.80	\$ 80.77	\$ 82.79	\$ 84.44
	<b>Half Day</b>	\$ 38.44	\$ 39.40	\$ 40.38	\$ 41.39	\$ 42.22
<b>Secondary</b>	<b>Group C:</b>					
	<b>Full Day</b>	\$ 76.88	\$ 78.80	\$ 80.77	\$ 82.79	\$ 84.44
	<b>Half Day</b>	\$ 38.44	\$ 39.40	\$ 40.38	\$ 41.39	\$ 42.22
	<b>Charles Bloom and Kal Sec.</b>					
	<b>Full Day</b>	\$ 82.00	\$ 84.05	\$ 86.15	\$ 88.31	\$ 90.07
	<b>Half Day</b>	\$ 41.00	\$ 42.03	\$ 43.08	\$ 44.15	\$ 45.04
	<b>W.L. Seaton and Clarence Fulton</b>					
	<b>Full Day</b>	\$ 97.38	\$ 99.81	\$102.30	\$ 104.86	\$106.96
	<b>Half Day</b>	\$ 48.69	\$ 49.90	\$ 51.15	\$ 52.43	\$ 53.48
	<b>Vernon Secondary</b>					
	<b>Full Day</b>	\$107.63	\$110.32	\$113.07	\$ 115.90	\$118.22
	<b>Half Day</b>	\$ 53.81	\$ 55.16	\$ 56.54	\$ 57.95	\$ 59.11

2. The Board may provide a teacher on call for the teacher who is assuming responsibilities of an Administrative Officer pursuant to Article B.24.1 under the following conditions:
  - a. after consultation between the teacher and the Administrative Officer, or
  - b. in the event of an emergent situation.

## **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. Seniority shall be defined to be an employee's total uninterrupted service in the employment of the Board.
  - b. For the purposes of calculating length of service, part-time teaching shall be credited fully as if it were full-time teaching.
  - c. For the purposes of calculating length of service while on temporary appointment, all service on temporary contracts shall count for seniority except in instances where there is an interruption of service of longer than three (3) years. The aggregate length of eligible temporary appointments shall be used to establish the employee's placement when given a continuing appointment.
  - d. An employee's seniority will be deemed to have begun on his/her first day of paid service as a continuing employee adjusted by the aggregate length of eligible temporary appointments prior to receiving the continuing appointment.
  - e. In addition to the provisions of Article C.2.7.a through C.2.7.d, the seniority of 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.

8. Application of Seniority

- a. When the seniority of two or more employees is equal, pursuant to Article C.2.7, the employee with the greatest aggregate length of service with the Board shall be deemed to have the greatest seniority.
- b. When the seniority of two or more employees is equal pursuant to Article C.2.8.a, the employee with the greatest number of days of teaching on call with the Board, prior to appointment, shall be deemed to have the greatest seniority.
- c. When the seniority of two or more employees is equal pursuant to Article C.2.8.b, the employee with the greatest aggregate length of service with another school authority recognized for salary experience purposes shall be deemed to have the greatest seniority.
- d. When the seniority of two or more employees is equal pursuant to Article C.2.8.c, the employee whose letter of acceptance to the Board has the earliest "received" stamp shall be deemed to have the greatest seniority.
- e. Leaves of absence in excess of one (1) month shall accrue toward length of service and be part of the teacher's uninterrupted service with the Board only in the following cases:
  - i. Maternity Leave
  - ii. Educational Leave
  - iii. Parenthood Leave
  - iv. Leave for duties with the Association or the British Columbia Teachers' Federation.
  - v. Secondment to the Ministry of Education, a Faculty of Education, or pursuant to a recognized teacher exchange program.
  - vi. Long-term sick leave.
  - vii. Leave for teaching with the Department of National Defense or Canadian Universities Overseas.
  - viii. 3-4-5 Plan.
  - ix. Leave to serve as an elected public official.
  - x. Compassionate care leave (Article G.2).

Approved Leaves of Absence for reasons other than those noted above granted prior to January, 1983, shall be given seniority credit.

- f. Service shall not be interrupted by layoff. However, the accrual of seniority will cease as of the date of layoff and will not resume until the date of recall. Once an employee's right to recall is lost pursuant to Article C.3.3, service is deemed to be interrupted and seniority is lost.
- g. The seniority list will be developed by the Board in consultation with the Association. The list shall include all continuing employees in the employ of the Board or with recall status. Each continuing employee shall receive a copy of the information upon which the Board proposes to determine his/her seniority.
- h. The seniority list will be updated as of October 1 of each school year and a draft copy distributed to each school by November 1<sup>st</sup>. Employees requesting changes to their own positions must do so before November 15. The revised list will then be distributed to schools. Employees will have until December 31 to query positioning on this list. On January 1 the list becomes final until the October updating, except that temporary employees or new employees to the District who receive continuing appointments after January 1 will be included in the list effective from the date of their appointment.
- i. For purposes of this Article and Article C.3, necessary qualifications in respect of a teaching position means a reasonable expectation, based on the certification, training, education, or experience of an employee that the employee will be able to perform the duties of the position in a satisfactory manner following a reasonable period of familiarization.
- j. An employee may not grieve decisions made under this article or Article C.3 regarding the qualifications of another employee.

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

In the matter of the accumulation and retention of Seniority, the parties agree as follows:

- 1. Principle of Security
  - a. The Board and the Association agree that increased length of service in the employment of the Board entitles teachers to a commensurate increase in security of teaching employment.

2. Layoff and Recall

- a. When for educational, budgetary or other reasons the Board determines that it is necessary to reduce the total number of teachers on continuing contracts, the teachers to be retained on the teaching staff of the District shall be those who have the greatest seniority provided that they possess the necessary qualifications for the positions available.
- b. The Board shall give each teacher it intends to lay off thirty (30) days notice in writing, such notice to be effective at the end of a school term (terms are considered to end December 31 and June 30). Teachers to be laid off at any time other than at the end of a term will be given sixty (60) days notice of lay off, In all cases this notice will contain the reason for the termination and a list of the teaching positions, if any, for which the Board proposes to retain a teacher with less seniority. The Board shall concurrently forward a copy of such notice to the Association.

3. Teachers' Right Of Recall

- a. When a position on the teaching staff of the District becomes available, the Board shall recall the teacher who has the most seniority among those laid off, provided that the teacher possesses the necessary qualifications for the available position. If that teacher declines recall, the Board shall recall the teacher with the next greatest seniority and the necessary qualifications, and this process shall be repeated until the position is filled. All positions shall be filled in this manner while there are laid off teachers who have recall rights.
- b. It shall be the responsibility of each teacher to keep the Board informed of changes of name, address, and phone numbers.
- c. All notices, offers and other communications which may or shall be given shall be in writing and shall be sufficient when given by personal delivery or registered letter, postage prepaid and mailed in a Canada Post Office and addressed to the party to whom such Notice is to be given at the address as the teacher may notify the Board of in writing and any such Notice shall be effective as of the date of such personal delivery or on the third day following the date of such posting.
- d. A teacher who is recalled pursuant to Article C.3.3.a shall inform the Board whether or not the recall is accepted within forty-eight (48) hours of the effective date of recall notice.
- e. The Board shall allow ten (10) days, if necessary, from an acceptance of recall under Article C.3.3.c for the teacher to commence teaching duties, provided that where the teacher is required to give a longer period of notice to another employer, such longer period may be allowed.

- f. A teacher's right to recall is lost if:
  - i. The teacher elects to receive severance pay within thirty (30) months of the layoff; or
  - ii. The teacher refuses to accept two (2) positions for which he/she possesses the necessary qualifications; or
  - iii. Three (3) years have elapsed from the date of layoff; or,
  - iv. The teacher has accepted a continuing appointment in another school district.
  
- g. A teacher on continuing appointment who accepts a part-time teaching position shall continue to have the right of recall to his/her previous allotment of time at continuing status and shall be offered a suitable position at that previous time allotment, according to the Seniority List, as soon as a suitable position becomes available. There shall be no limitations on this right to recall before October 1. After October 1, the right to recall to previous time may be exercised where this is educationally sound and administratively feasible. This permits the Board to employ a teacher on the recall list in a temporary assignment without jeopardizing the teacher's right to recall.
  
- h. Positions shall be identified as they become available and offered to those teachers who are still laid off, in order of seniority, including those who have been recalled but at less time than they have rights to, pursuant to Article C.3.3.g.
  
- i. Teachers hired as part-time teachers who have been laid off will be eligible for recall only to a part-time position which does not exceed their previous time, unless there are no appropriate part-time positions available.
  
- j. Should the situation arise that a part-time teacher be able to select only a position at greater time than the position from which he/she was laid off, then the available position may be declined and this will not be considered a refusal under Article C.3.3.f.ii.
  
- k. Article C.3.3.f.ii does not apply if at the time of such offers the teacher would be entitled to maternity leave or is attending university.
  
- 4. A teacher who retains rights of recall pursuant to Article C.3.3 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided by this Agreement by payment of the full cost of premiums for such benefit plans to the Board.

5. Payments for desired benefit coverage will be in full and in advance covering periods of two (2) months. Benefit coverage payments must be received at least ten (10) days in advance of expiry otherwise coverage will be cancelled. It will be the responsibility of the teacher to ensure that the costs of benefit coverage are not in arrears.
6. The Board reserves the right to exempt from layoff, those teachers in Positions of Special Responsibility, as long as such teachers remain in their assigned positions.
7. An employee recalled pursuant to Article C.3 shall be entitled to all sick leave credit accumulated at the date of lay off.
8. **Severance Pay**
  - a. A teacher on continuing appointment who has one or more years of continuous employment and who is laid off may elect to receive severance pay at any time before the teacher's right to recall, pursuant to Article C.3.3.f.i, is lost.
  - b. Severance pay shall be calculated at the rate of 5% of one (1) year's salary for each year of service to a maximum of one (1) year's salary.
    - i. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of his/her layoff.
  - c. A teacher who receives severance pay and who is subsequently rehired by the Board shall retain any severance payment and in such case the calculation of years of service for seniority shall commence with the date of rehiring.
9. **Retraining Leave**
  - a. A teacher who is laid off shall be entitled to receive a leave of absence to obtain training in a grade level or subject area where there is a greater likelihood of demand within the district. In the event that the teacher elects to take leave of absence for such purpose, the Board shall amend the effective date of the lay-off notice to coincide with the beginning of the school term which next follows the expiry of the period of leave, or of any extension thereof.
  - b. The teacher shall be entitled to a leave of absence for one year, or less where mutually agreed. An extension of the leave may be arranged by mutual agreement between the teacher and the Board.

## **ARTICLE C.20      EMPLOYMENT ON CONTINUING CONTRACT**

1. All teachers appointed to the teaching staff of the District shall be appointed on a continuing contract of employment, except for teachers on call employed in accordance with this Agreement.
2. The Board may employ teachers on call on a day to day basis pursuant to the conditions in this Agreement, to replace continuing contract teachers who are absent for an indefinite period, or for a definite period of less than 20 teaching days.
3. When a teacher on call has taught in a position of indefinite absence for 20 teaching days, the teacher on call shall remain in the position unless it is posted, and shall be entitled to salary on scale retroactive to the commencement of the assignment.
4. When it is reasonably known that the indefinitely absent teacher will not return to the District for at least five (5) months, the position will be posted and filled with a continuing contract teacher.
5. Teachers on call who are appointed to positions of indefinite absence which exceed five continuous months, shall eventually be given continuing appointments, retroactive to the beginning appointment date, at the completion of the assignment or end of school year.

## **ARTICLE C.21      DISCIPLINE AND DISMISSAL FOR MISCONDUCT**

1. The Board shall not discipline or dismiss any person bound by this Agreement save and except for just and reasonable cause.
2. A teacher who is under investigation for a disciplinary matter shall be informed in writing of the allegations and shall have the right to be accompanied by a representative of the Association at any meeting in connection therewith.
3. Where the Board investigates a potential disciplinary matter and, before meeting with the teacher concerned, decides not to proceed with disciplinary action, the Board shall inform the teacher of the information on which the investigation was based. At the teacher's request, the Superintendent or designate will meet with the teacher to discuss such information and receive any comments which the teacher makes.
4. The Board shall not discipline (other than a suspension to which Section 15(5) of the School Act reasonably applies) or dismiss any person bound by this Agreement unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present, in respect of which:

- a. The teacher shall be informed in writing not less than 72 hours before the meeting of the reasons for the contemplated action and his/her right to be accompanied at the meeting by a representative of the Association.
  - b. At such meeting, the teacher shall be informed of the nature of the allegations upon which the contemplated action is based and shall be given an opportunity to comment upon them, including submission of a written response.
5. Where an employee is suspended under Section 15(5), the Board shall, prior to taking further action under Section 15(7), hold a meeting in accordance with the foregoing provisions, unless the right to such meeting is waived by the Association.
6. Not less than 72 hours prior to such a meeting the teacher shall be informed in writing of the reasons for the contemplated action and of the teacher's right to be accompanied at the meeting by a representative of the Association.
7. At such a meeting, the teacher and representative of the Association shall have the right to:
  - a. hear all details of the nature of the allegations upon which the contemplated suspension or dismissal is based;
  - b. receive copies of any documents placed before the Board of Trustees, and;
  - c. comment on the allegations, including submission of a written response.
8. Any discipline or dismissal of a teacher shall be communicated to the teacher and to the Association in writing and shall contain a statement of the grounds for the decision.
9. The Association shall have the option of referring a grievance regarding the dismissal of a teacher directly to arbitration provided for in the grievance article.
10. At an arbitration in respect of the discipline or dismissal of a teacher, no material from the teacher's file may be presented unless the material was brought to the teacher's attention at least 48 hours prior to the first day of the arbitration hearing.
11. Discipline or dismissal of a teacher shall not be set aside by an arbitrator on the basis of:
  - a. a defect in form;
  - b. a technical irregularity; or

- c. an error of procedure that does not result in a substantial departure from the process set out in this Article.
12. The parties acknowledge that it is desirable to avoid damage being caused to a teacher's reputation by premature release of information regarding a matter which is or may be the subject of discipline or dismissal of the teacher, and therefore agrees as follows:
- a. Neither party shall release information to the media or the public in respect of the discipline or dismissal of a teacher, except as agreed by the parties or by joint release agreed upon by the parties, before an arbitration board constituted to hear a grievance of the discipline or dismissal has issued its final award.
  - b. The foregoing shall not be construed as preventing the Board from disclosing the fact that discipline, suspension or dismissal of the teacher has occurred. The Association shall be notified of such disclosures.

#### **ARTICLE C.22 DISMISSAL – PERFORMANCE**

- 1. Where a Board considers that the learning situation in a class or classes of a teacher is less than satisfactory, the Board shall not dismiss that teacher except where the Board has received three (3) consecutive reports pursuant to Article E.25 of this Agreement indicating that his/her teacher performance is considered less than satisfactory.
- 2. The reports referred to in Article C.22.1 shall be prepared pursuant to the School Act and Article E.25 of this Agreement, and in accordance with the following conditions:
  - a. the reports shall have been issued in a period of not less than 12 months or more than 24 months, not including any leave of absence granted under this Agreement.
  - b. at least one of the reports shall be a report of a District Superintendent of Schools, a Superintendent of Schools, or an Assistant Superintendent of Schools;
  - c. the other two reports shall include only reports of
    - i. a District Superintendent of Schools, a Superintendent of Schools or an Assistant Superintendent of Schools;
    - ii. a Director of Instruction; or
    - iii. the principal of a school to which the teacher is assigned;
  - d. the reports shall be written by three different evaluators unless the teacher requests that a second report be written by the same evaluator as the first report;

- e. the reports shall be prepared and written independently of each other.
3. Where a teacher receives a less than satisfactory report, the teacher may;
- a. request in writing a transfer, which request shall be accompanied by a written explanation of the reasons for the request, and such a request shall not be unreasonably denied; or
  - b. request in writing, and shall be granted, a leave of absence without pay for up to one year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation shall be undertaken not less than three (3) or more than six (6) months after the teacher has returned to teaching duties. The period from the commencement of such leave to the expiry of three (3) months after the teacher has returned to teaching duties shall be excluded from the calculation of time under Article C.22.2.a.
4. Where the Board intends to dismiss a teacher on grounds of less than satisfactory teaching performance, it shall notify the teacher and the President of the Association of such intention and provide an opportunity for the teacher and her/his representative to meet with the Superintendent and the Board of Trustees or the Superintendent and a committee of the Board of Trustees within fourteen (14) days of such notice.
5. Where the Board takes any action against a teacher pursuant to this Article, a grievance in respect of such actions shall, notwithstanding Article A.6 (Grievance Procedure), be referred to an arbitration board comprising of a member appointed by the Board, a member appointed by the Association and a chairperson agreed to by the members appointed by the parties. The Association shall appoint its member when a matter is referred to arbitration under this Article. The Board shall appoint its member within seven (7) days of receiving notification of referral to arbitration, and the members shall endeavour to agree upon a chairperson within fourteen (14) days of the Association being notified of the appointment of a member by the Board. In all other respects, Article A.6 (Grievance Procedure) shall apply.

## **ARTICLE C.23 PART-TIME TEACHING**

1. 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 reserves the right to refuse such a request if, in its judgment, such a time reduction is detrimental to the school's program.

2. When a request under Article C.23.1 is granted by the Board, the teacher shall be deemed to be on leave of absence status in respect of the balance of the full-time appointment; and shall be entitled to return to a similar full-time assignment, although not necessarily in the same school, at the expiration of that 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 teacher, by agreement with the Board.
3. A teacher with a continuing part-time appointment may, without prejudice to that appointment, request an additional temporary part-time appointment for a specified fraction of time.
4. Two teachers employed by the Board may jointly request a specified job sharing assignment of a single full time position.

## **SECTION D      WORKING CONDITIONS**

### **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 School District No. 22 (Vernon).

##### **Local Provisions:**

[See also Appendix A Article D.4 Preparation Time for Article D.4.4 through D.4.9 in effect for July 1, 2006 to August 31, 2007.]

4. This Article comes into force and effect on September 1, 2007.
5. Full time secondary teachers shall receive preparation time for an average of 187.5 minutes per week taken from the normal instructional time of 1500 minutes per week. This will usually be attained at the secondary level by providing the teacher one block of instructional time off for preparation purposes in each eight block period cycle. Such preparation time shall be in periods of not less than 30 minutes.
6. Full time elementary teachers will receive preparation time of not less than 90 minutes per week, taken from the normal instructional time of 1425 minutes per week.
  - a. Such preparation time shall be provided as follows:
    - i. 90 minutes weekly in periods of not less than 30 minutes;
    - ii. The structure, timing and organization of the dates and periods of preparation, will be done at a school level.
7. The instructional assignment of a part-time elementary teacher shall be the prorated portion of 1335 minutes per week in relation to the percentage of the teacher's appointment.
8. The instructional assignment of a part-time secondary teacher shall be pro-rated, equivalent to 87.5 percent of the teacher's percentage of appointment.

9. Where the Board and the Association agree that scheduling difficulties with respect to part-time teachers require adjustment to the operation of this Article, the part-time teacher may be assigned instructional time equal to the percentage of appointment in proportion to 1425 minutes per week in elementary schools and eight blocks in secondary schools and shall receive in lieu a premium of 6.32 percent of salary in elementary schools, and 12.5 percent of salary in secondary schools.

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

1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
5.
  - a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
  - b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
  - c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
    - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
    - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
    - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;

- iv. The hearing shall commence within a further ten (10) working days; and
  - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
6. Where a middle school program has been established on or prior to ratification of this Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

**ARTICLE D.20      MAINSTREAMING/INTEGRATION**

1. The School Board shall establish a system for the administration of medication and medical procedures.
  - a. Student medication procedures in District schools shall be as follows:
  - b. Teachers have a duty to render assistance in an emergency;
  - c. Teachers shall not be required to administer medication on a regular or predictable basis;
  - d. The Board shall establish policies that require schools to establish systems for administering medication after consultation with parents, family physicians, the public health nurse and the medical health officer.
2. Clear procedures shall be established for the carrying out of fire and earthquake drills that expedite the evacuation and care of students who require support due to their physical or cognitive limitations.
3. Board approved intercommunication devices shall be provided in rooms where emergency aid may be required.
4. The Board will defend, save harmless and indemnify as Association member from any demands, claims, suits, actions or other proceedings which may be brought against the Association member and which arise from the performance of the Association member's duties and responsibilities or while participating in extra-curricular activities and for any costs, loss, damage and liability arising therefrom, including all legal fees and disbursements incurred in connection therewith, provided that this covenant does not apply in respect of any criminal acts committed by the Association member or in respect of any civil negligence on the part of the Association member occurring outside the course and scope of the Association member's appointment.

## **ARTICLE D.21 EMPLOYEES' WORK YEAR**

1. The annual salary established for employees covered by this Agreement shall be payable in respect of the employees' regular work year which shall not exceed 195 days in session per school year, inclusive of five (5) non-instructional days and one (1) year- end administrative day and a minimum of 190 days of instruction.
2. All days in session shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays and Sundays, statutory holidays, Christmas break and spring break, except in years when Labour Day occurs on the seventh (7<sup>th</sup>) of September. In that case only, the school year may by agreement commence in the first week of September or extend into the last week of June.
3. The regular work year for the teacher shall include:
  - a. Five (5) non-instructional days for professional development activities, as follows:
    - i. two (2) District days:
    - ii. three (3) school based days.
4. The first day of Christmas break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1 unless January 1 is a Sunday, then school shall reopen on Tuesday, January 3.
5. The first day of spring break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March.
6. Any work performed by employees covered by this Agreement beyond the employees' regular work year shall be voluntary. Where, at the request of the Board, an employee agrees to work outside of the employees regular work year, the Board, after consultation with the employee, shall either pay him/her at a rate of 1/200 of the current annual salary of the employee, or give the employee paid time off during the school year in lieu of such pay. Such consultation shall take place before the employee agrees to do the work.
7. Compensation by pay or time off under Article D.21.6 for partial days worked shall be a minimum of one-half (1/2) day.

**ARTICLE D.22      DURATION OF THE DAY**

1. In an elementary school the duration of a teacher's instructional day shall not exceed six (6) consecutive hours to be inclusive of:
  - a. Five (5) hours of instructional time which shall be inclusive of fifteen (15) minutes of recess;
  - b. A regular lunch intermission;
  - c. Preparation time as set forth in D.4.
  
2. In a secondary school. the duration of a teacher's instructional day shall not exceed six (6) hours and thirty (30) minutes of consecutive time and shall be inclusive of:
  - a. Five (5) hours and thirty (30) minutes of instructional time which shall be inclusive of time allotted for homeroom students to change classes, breaks;
  - b. A regular lunch intermission,
  - c. Preparation time as set forth in Article D.4.
  
3. The following are agreed as exceptions to D.22.1:
  - Alexis Park
  - Cherryville
  - Harwood
  - Lavington
  - Okanagan Landing
  
4. It is further agreed that Article D.22.3 expires with the term of the contract.

**ARTICLE D.23      SUPERVISION**

1. No teacher shall be required to perform supervision during the school's regularly scheduled noon intermission.
  
2. No teacher shall be required to perform afternoon bus supervision duties after school dismissal.

**ARTICLE D.24 BEGINNING TEACHERS**

1. The parties agree that, during the first year of this Agreement, a joint committee of the Board and the Association will develop recommendations for a beginning teachers' program. The committee shall consider, but not be limited to, issues such as:
  - a. the instructional load of beginning teachers;
  - b. the appropriateness of beginning teachers' assignment;
  - c. a mentor's program;
  - d. an induction and orientation program.
2. If approved by the Board of School Trustees, the Board will implement this program in the 1991-1992 school year.

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

1. In this Agreement, extra-curricular activities include all those that are beyond the provincially prescribed and locally determined curricula of the District.
2. While the Association and the Board agree with all extra-curricular activities are an important aspect of school life it is recognized that teachers participate in extra-curricular activities on a voluntary basis and therefore, shall not form any part of the teacher's assignment.
3. While voluntarily involved in Board approved extra-curricular activities, teachers shall be considered to be acting in the employ of the Board, for purposes of liability of the Board and coverage by the Board's insurance, as previously noted in Article D.20.4.

**ARTICLE D.26 AVAILABILITY OF TEACHERS ON CALL**

1. When a teacher is absent from a school for half a day or longer and classroom coverage is necessary, a teacher on call shall be employed to replace that teacher.
2. When a teacher is absent from a school for less than half a day, arrangements for class coverage may be made between teachers subject to the principal's approval.
3. In emergency situations, a teacher may be required to perform the duties of a teacher who is absent or to supervise his/her students.

4. The teacher on call shall be required to assume only the duties of the teacher he/she is replacing unless advised of other circumstances before accepting the assignment.

#### **ARTICLE D.27 STAFF MEETINGS**

1. The principal shall give at least seven (7) days notice of a regular staff meeting. Where seven (7) days advance notice is not given, teachers shall make reasonable efforts to attend the meeting.
2. An agenda of items shall be given to teachers two (2) days prior to any regular staff meeting.
3. Teachers shall have the right to place items on the agenda.
4. Written minutes of staff meetings shall be kept and copies shall be provided to all staff.
5. Staff meetings shall be held only on school days as defined by the school year calendar.
6. Staff meetings shall not be scheduled to commence more than one half (1/2) hour prior to the beginning of classes nor shall they last longer than one hour and forty five minutes after the dismissal of the students.
7. Teachers shall attend regular staff meetings, unless excused by their principal. Attendance at staff meetings which extend beyond the time frames set out in Article D.27.6 is not required, but teachers shall make reasonable efforts to attend such staff meetings.

#### **ARTICLE D.28 TECHNOLOGY**

1. Technological Training

When the Board determines that the use of technological devices for reporting, record keeping or other administrative purposes shall become a requirement of the teacher's work assignment, the Board, prior to implementation, shall provide appropriate equipment and training time.

2. Technological Change

For all other matters related to technological change other than those outlined in Article D.28.1, it is agreed that the provisions of Section 54 (Adjustment Plan) of the Labour Relations Code shall apply.

## **ARTICLE D.29 HEALTH AND SAFETY**

1. Teachers shall be required to work only in facilities that are clean and safe.
2. Specific problems which could endanger the health and safety of teachers or students, or which adversely affect the learning situation must be referred to the Health and Safety Committee. The Board shall endeavour to eliminate such problems when the Health and Safety Committee so recommends.
3. Whenever a teacher observes what appears to be an unsafe or harmful condition or act, he/she will bring that observation to the attention of the principal. The principal receiving the report shall investigate the reported unsafe condition or act and shall ensure that any necessary corrective action is taken without delay.
4. The Board shall pay any cost not covered by M.S.P. for needed and required hearing and medical examinations for teachers working in higher risk areas. Higher risk areas are those such as labs shops, gymnasiums, art and music rooms.
5. The Board shall pay an allowance of \$500 per annum to a teacher who agrees to be designated by the principal as an industrial first aid attendant and who holds a valid industrial first aid certificate.

The teacher shall be reimbursed for the cost of the course fees, subject to successful completion the course. It is the responsibility of the teacher to apply for this reimbursement and provide proof of qualification.

## **ARTICLE D.30 HEALTH AND SAFETY COMMITTEE**

1. Definition

A District Health and Safety Committee shall be established by the employer.

The Committee shall be composed of members chosen by and representing the teachers' association and the employer and subject to their agreement to do so, any other employee union. In no case shall the employer's representatives outnumber the employees.

The Association shall be entitled to two representatives on the Health and Safety Committee. The two Association members shall be provided with the equivalent of 5 full days of release time to attend meetings of and to conduct business of the Health and Safety Committee.

The chairperson and secretary shall be elected from and by the members of the Committee. Where the chairperson is a Board representative, the secretary shall be an Association representative and vice versa.

2. Function

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

3. Duties

The Committee shall:

- a. Determine that regular inspections of the place of employment are carried out as required by Section 3.5 of the Occupational Health and Safety Regulation, Workers' Compensation Board of British Columbia.
- b. Determine that the provisions of health services as outlined in the School Act are carried out.
- c. Recommend measures required to attain compliance with the School Act and the Workers' Compensation Board of B.C. and the correction of hazardous conditions.
- d. Consider recommendations from individual teachers or the Association and recommend implementation where warranted.
- e. Hold regular meetings at least once every month for the review of:
  - i. reports of current accidents, their causes and means of prevention;
  - ii. remedial action taken or required by the reports of investigations and inspections;
  - iii. any other matters pertinent to health and safety.
- f. Record the proceedings of the Committee and forward the minutes promptly to both the Association and the Superintendent of Schools, Secretary-Treasurer and Supervisor of Maintenance Services.

**ARTICLE D.31 TEACHER INVOLVEMENT IN PLANNING NEW SCHOOL**

1. When new school construction or major school renovations are planned in the School District, the Board shall include representatives of the school staff in the planning process.

**ARTICLE D.32      BUDGET PROCESS**

1.      Each year during the preparation of the annual budget, the Association shall present its views on budget matters to the Board of Trustees or a committee of the Board of Trustees.

## **SECTION E PERSONNEL PRACTICES**

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

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

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

#### **1. General**

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

## 2. Definitions

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

## 3. Resolution Procedure

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

- ii. Before proceeding to Step 2, the complainant may approach his/her administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to E.2.5 Informal Resolution Outcomes
  
- b. Step 2
  - i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
  - ii. The complaint should include specific behaviours which form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.
  - iii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.
  - iv. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.
  
- c. Step 3
  - i. The employer shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.
  - ii. The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

#### **4. Remedies**

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

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

## **5. Informal Resolution Outcomes**

- a. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
  - i. All discussions shall be solely an attempt to mediate the complaint;
  - ii. Any and all discussions shall be completely off the record and will not form part of any record;
  - iii. Only the complainant, respondent, and administrative officer shall be present at such meetings
  - iv. No discipline of any kind would be imposed on the respondent; and
  - v. The BCTF and its locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at meetings pursuant to E.2.5.a.
- b. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of E.2.5.a, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.

- c. In the circumstances where a respondent has acknowledged responsibility pursuant to E.2.5.a, the employer may advise a respondent of the expectations of behaviour pursuant to Article E.2 in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

## **6. Training**

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

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

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

## **ARTICLE E.20 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, sex or 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 Association, carrying out duties as a representative of the Association, or involved in any procedure to interpret or enforce the provisions of the Collective Agreement.

## **ARTICLE E.21 POSTING VACANT POSITIONS**

1. Definitions - Agreed

For the exclusive purpose of this Article and Articles D.4, G.26 and G.34, the terms appointment, position and assignment are defined as below. The Association further agrees to enter into discussion with the Board with respect to the contract in total with the goal of clarifying the meanings of these terms as applied throughout the Agreement. It is understood that these terms, where used elsewhere in this Agreement, may have different meanings that as defined herein.

**APPOINTMENT** - An appointment is considered to be the full time, specified part time or specified term specific employment to the school district offered to a teacher.

**POSITION** - The school at which a teacher works as directed by the district through the personnel department with general assignment to program(s) and level(s).

**ASSIGNMENT** - The teaching duties, classes, courses, grade levels assigned to a teacher as part of the timetable as determined by the principal in consultation with the teacher.

- a. In this Article "vacancy" means an existing or newly created teaching assignment/position to which a teacher is not assigned and the Board intends to fill. All teachers in the district are eligible to apply for all vacancies. A teaching assignment does not become a vacancy if a teacher is returning from a leave of absence from that position.
- b. All vacancies and new positions to take effect at the start of a school year and identified prior to June 30<sup>th</sup> shall be posted for a period of three (3) full days prior to closing in all schools and centres of the School District, and a copy sent to the V.T.A. office. Vacancies known to be of a duration of twenty (20) days or longer, identified after the start of a school year, will also be posted and distributed as above.

- i. The district will install an electronic voice message system accessible by phone so as to facilitate knowledge of posted vacancies. This system will be implemented by 9/2/01 and will be accessible 24 hours a day to advertise posted vacancies.
  - c. Postings arising in July or August will be posted at the board office, telephoned or faxed to the V.T.A. office when a posting is impractical.
  - d. Advertisements and application forms shall not include reference to extra-curricular activities and programs.
  - e. Every posting shall contain:
    - i. A description of the nature of appointment and vacant position, pursuant to Article E.21.1.
    - ii. Start date and, if known, end date.
    - iii. Qualifications expected of successful candidates.
- 2. The Board shall fill vacancies, other than those for positions of special responsibility, with teachers who have the necessary qualifications and/or experience to perform the duties of the vacant positions in the following order of priority:
  - a. employees returning from a leave of absence.
  - b. employees transferred on the initiative of the Board, pursuant to Article E.24.2.
  - c. employees requesting transfer upon recommendation of the superintendent or designate;
  - d. employees requesting transfer who have remained in the same school five or more years provided that a completed Teacher Intent Form has been submitted by the annually established deadline;
  - e. employees on the recall list pursuant to Article C.3;
  - f. employees on part-time assignment requesting an increase in the time pursuant to Article C.23.1; or, other employees requesting transfers as provided for through completion of a teacher intent form; or teachers applying for employment with the district.

3. Part-Time Teachers

- a. Part time continuing contract teachers who have taught within a school district for a period of 5 years may apply for any posted vacancy, regardless of the FTE level of the posted position, pursuant to Article C.4.2.d and will be considered in the same manner as full time continuing contract teachers.
- b. The FTE value of all appointments shall be calculated on an annual basis.
- c. The appointment of a part time teacher may be increased within a school without any requirement to post a vacancy by a maximum per year of 0.4 FTE in elementary schools and 0.25 FTE in secondary schools.
- d. This agreement ceases to have effect on June 30, 2001 unless extended by agreement among the parties.

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

1. An applicant for appointment shall be entitled to rely on the Superintendent, Assistant Superintendent, Secretary-Treasurer, a Director of Instruction, or an Administrative Officer that an offer has been made or that an appointment has been made.
2. The Board shall confirm an offer of appointment to the District, in writing, by telegram or by fax within 48 hours.

**ARTICLE E.23 ADMINISTRATIVE SELECTION**

1. The short-listing committee for any administrative officer position in a school shall include representatives of the school staff.
2. The staff representatives shall be selected by secret ballot of the teachers.

**ARTICLE E.24 TRANSFERS AND ASSIGNMENTS**

1. The Board and the Association recognize teacher transfer as one method for teachers to experience professional development. Transfers shall not be initiated by the Board for punitive reasons.
2. Board Initiated Transfers
  - a. Teachers may be transferred by the Board in order to:
    - i. relocate staff due to enrolment changes;

- ii. staff a new school or program;
- b. A Board official intending to recommend transfer of a teacher shall meet with the teacher to inform him/her of the nature of the transfer, and the reasons for it. Whenever practicable, such meeting shall take place at least one month prior to such recommendation being placed before the Board. The teacher may be accompanied by a representative of the Association. The teacher shall have the opportunity to consider the matter and reply before the recommendation is placed before the Board.
- c. At, or subsequent to, such meeting the teacher shall have the opportunity to inform the Board official of any retraining requirements, in-service release time, or assisting teacher support which he/she believes necessary to adequately prepare for the proposed transfer.
- d. The Board may transfer a teacher to an assignment involving a significantly different grade level or significantly different subject area, only if:
  - i. there remain no vacancies at the teacher's school 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; in which case:
  - iii. the Board acknowledges the need for retraining and shall provide appropriate resources in this area; and
  - iv. the teacher shall be given priority for transfer to future vacancies in the grade level or subject area from which he/she was transferred under this paragraph.
- e. Any teacher who has been transferred without agreement shall not be transferred again without agreement for three (3) years.
- f. Transfers initiated by the Board shall be confirmed no later than May 15th in a school year for the next school year, save when these are necessitated by circumstances not reasonably known to the Board before that date.
- g. A teacher who is transferred for reasons of projected enrolment decline, position reduction or other such factor, shall have the opportunity of returning to the position previously held in the event the projected factors do not materialize. If, in the opinion of the Superintendent, intervening factors make immediate return to the original position unduly disruptive, the teacher shall be given priority for

transfer in the future to the position previously held.

3. Teacher Initiated Transfers

- a. Teachers who wish to transfer to another school, or to a specific subject/grade, in the District are required to complete the Teacher Intent Form and forward it to the Director of Instruction or Designate by February 1. Such requests shall be acknowledged in writing.
- b. The names of applicants for transfers shall be circulated to all principals (copy to the Association), and a list of teachers applying for transfer shall be posted in staff rooms.
- c. A teacher who is not granted a request for transfer may, upon request made within seven days of notification, meet with the Director of Instruction or Designate to discuss reasons for the decision. The teacher may be accompanied by a representative of the Association.

4. Teachers shall be considered for transfers in the following order of priority:

- a. Board initiated transfers;
- b. Teacher initiated transfers.

5. Assignment - In School

- a. Every reasonable effort shall be made by the principal to inform teachers of their assignments for the next school year prior to June 15<sup>th</sup> of the preceding school year.
- b. All teachers within a school shall be made aware of school vacancies and shall be given consideration before posting outside of the building.

**ARTICLE E.25 EVALUATION**

1. The purpose of evaluation is to acknowledge and support effective instruction. All evaluations for the purpose of preparing a report on teaching performance shall be conducted in a manner which is fair and non-discriminatory.
2. Evaluations shall take place:
  - a. at the teacher's request or;
  - b. when initiated by the Superintendent.

In the event that a less than satisfactory report is given to a teacher, further evaluations may be performed at shorter than normal intervals.

3. All reports on the work of a teacher shall be in writing.
4. At least two weeks before commencing observations, the evaluator shall meet with the teacher to discuss the purposes of the evaluation and to seek agreement on their mutual understanding of the established district criteria and standards to be applied and the time-span and scheduling of observations. The criteria shall be in writing and shall be consistent with those generally accepted by the teaching profession and based on instructional effectiveness research and established in policy through a process of consultation.
  - a. In the event that a conflict between an evaluator and a teacher exists to such an extent that the evaluation process will be affected, the teacher may request that the superintendent select another district administrative officer to conduct the evaluation. The superintendent will review the circumstances of each such request and it shall not be unreasonably denied.
5. No criteria shall be applied which relate to aspects of the learning situation for which the teacher does not have responsibility.
6. Each report shall be based on not less than three or more than eight formal observations which reflect the teacher's assignment in his/her prime area of expertise, whenever practicable. These observations are exclusive of any supervision practices. The report shall note any discrepancy between the teacher's assignment, professional training and preferences of teaching subjects and grades. Although the final report may use information obtained from a resource person, as per Article 20(3) of the School Act, the report shall be based on the personal observations of the evaluator.
7. Periods chosen for observation shall be during appropriate periods of the school year and the teacher shall have the opportunity to select half the observation times.
8. Following each observation, the evaluator shall discuss with the teacher his/her observations and impressions. Such observations and impressions shall be provided to the teacher in the form of a written anecdotal statement within three (3) working days.
9. Reports shall be prepared only by the evaluator. The evaluator may be an Administrative Officer, the Superintendent, the Assistant Superintendent or the Director of Instruction.
  - a. The content of a teaching report shall be specific, objective description of teacher performance based on the established criteria. Reference to criteria shall be substantiated by objective data or specific examples.

- b. Reports shall contain summary comments with a description of teacher strength and, if necessary, recommendations for improvement.
  - c. The closing evaluative statement on a teaching report shall read as follows:  
  
"The teaching performance is considered to be satisfactory"; or  
  
"The teaching performance is considered to be less than satisfactory".
  - d. Involvement or non-involvement of a teacher in extra- curricular activities and/or participation in Association or B.C.T.F. activities shall not be referred to in the report.
10. In the event of a less than satisfactory report, an adequately funded and professionally supported plan of assistance shall be developed by the Board after consultation with the Association and the teacher. Where the plan of assistance is implemented, it shall be completed before another report is initiated. When a teacher receives a less than satisfactory report. he/she shall be given the opportunity to have a second evaluation and report written by a different evaluator.
11. The teacher shall be given a draft copy of a report at least 48 hours prior to preparation of the final copy. He/she shall have the opportunity of meeting with the evaluator in the company of a third person to discuss the draft. The evaluator shall make every reasonable effort to ensure accuracy and to reach agreement on the report with the teacher prior to filing the final report.
12. The final report shall be filed in the teacher's personnel file at the School Board Office. A copy shall be given to the teacher at the time of filing. There shall be no other copies of the report filed.
13. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with the report.
14. Revision of the criteria referred to in Article E.25.4 and E.25.9 will only occur after consultation with the Association and the Board shall publish this policy.
15. Teacher on Call Evaluation
- a. At the request of a teacher on call, the principal of a school shall endeavour to provide one or more single Observation Report(s) of a teacher's on call assignment. The observation period chosen shall be mutually acceptable to the evaluator and the teacher on call.

- b. In all evaluations of teachers on call the criteria and their specific applications must be altered to suit the scope and duration of the teacher assignment upon which the evaluation is based.

## **ARTICLE E.26 PERSONNEL FILES**

1. There shall be only one (1) personnel file for each teacher, maintained at the district office. Following review by the principal and the teacher, any other file relating to a teacher kept at a school shall be destroyed or transferred to the district file when the teacher leaves that school.
2. After receiving a request from a teacher, the Superintendent or designate, 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. An appropriate school board official shall be present when a teacher views his/her file, and the teacher may be accompanied by an individual of his/her choosing.
4. The Board agrees that only factual material relevant to the employment and performance of the teacher, shall be maintained in personnel files. In the event that the teacher believes that any material in the file does not meet this criteria and the appropriate Board official does not agree to removal of the specified material, the teacher may file a grievance pursuant to Article A.6 of this Agreement. Any information relating to the employment and performance of a teacher, except routine payroll and benefit information, shall be dated and signed by both the teacher and the Board official to note placement in said file. A copy of this material shall be given to the teacher.
5. When material critical of the teacher, or in the nature of a reprimand, is placed in the file:
  - a. the teacher shall be so informed and
  - b. the teacher may elect to attach an addendum to the material.
6. Where material critical of the teacher, or in the nature of a reprimand, is placed in the file, the teacher may request to have the material removed provided that two years have elapsed from the filing, and no further material of that nature has been subsequently filed. Such request shall not be unreasonably denied.
7. Personnel files shall be in the custody of the Superintendent or designate and shall not be accessible to anyone other than appropriate officials of the School District for bona fide reasons.
8. Personnel files will be kept confidential.

**ARTICLE E.27 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 Association.
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.

**ARTICLE E.28 RACE RELATIONS**

1. The Board and the Association do not condone and shall not tolerate any expression of racism.
2. Any written allegations within the School District will be investigated by the Superintendent and the results reported to the Board pursuant to Board policy 5.50.

**ARTICLE E.29 SCHOOL ACT APPEALS**

1. Where a pupil and/or parent/guardian files an appeal under the School Act (Section 11) and the Board By-law of a decision of an employee covered in this Agreement, or in connection with or affecting such an employee:
  - a. The employee and the Association shall immediately be notified of the appeal, and the teacher 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 where the appellant is present and shall have the right to representation by the Association; and
  - c. The employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
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.
3. No decision or By-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Agreement, or deprive the employee of any right, benefit or process otherwise provided by the law.

**ARTICLE E.30 FALSELY ACCUSED EMPLOYEE ASSISTANCE**

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising his/her duties as an employee of the Board, and if:
  - a. an investigation by the Board has concluded that the accusation is not true on a balance of probabilities, and no criminal charges are laid, or
  - b. an investigation by the Board has concluded that the accusation is not true on a balance of probabilities; and, should criminal charges result, the teacher is 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 false, and no criminal charges are laid, or
  - d. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false, and should criminal charges result, the teacher is acquitted of criminal charges in relation to the accusation, then
2. The teacher shall be entitled to reasonable assistance in addition to that provided through the Employee Assistance Program. The teacher, together with the Superintendent of Schools and the President of the Association, shall jointly establish a plan of assistance to facilitate the teacher's successful return to teaching duties.
3. Such assistance, pursuant to Article E.30.2 may include special counseling for the teacher and family members; short term paid leave of absence for the teacher; position transfer; and, upon request by the teacher, provision of factual information to parents and students.
4. Where a teacher has been suspended pursuant to Section 15(4) of the School Act, the employee shall be reinstated with full pay providing the teacher is acquitted of the charges and any additional investigation by the Board concludes that, on a balance of probabilities, the teacher has not been guilty of any wrongdoing.

## **SECTION F      PROFESSIONAL DEVELOPMENT**

### **ARTICLE F.20      PROFESSIONAL AUTONOMY**

1. Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practice, have individual autonomy in determining the methods of instruction, and the planning and presentation of course material in the classes of pupils to which they are assigned.

### **ARTICLE F.21      PROFESSIONAL DEVELOPMENT - ADMINISTRATION AND FUNDING**

1. The Board and Association shall maintain a District Professional Development Committee.
  - a. The committee shall be chaired by the Association's Professional Development Chairperson.
  - b. The committee shall be comprised of seven (7) representatives of the Association and three (3) representatives of the Board.
2. The primary functions of the committee shall be:
  - a. To make recommendations to the Board on all matters of professional development;
  - b. To administer the Professional Development Fund;
  - c. To develop and maintain a Professional Development Handbook outlining the principles, practices and procedures for professional development in the District.
3. The Board shall pay \$145.00 per full-time equivalent teacher and the Association shall pay \$35.00 per full-time equivalent teacher. In addition, the Board shall pay \$145.00 per every five part-time employees and the Association shall pay \$35.00 per every five part-time employees. All funds will be deposited into a District Professional Development Fund.
  - a. Contributions to the fund shall be deposited in an account administered by the Professional Development Committee.

- b. Contributions will be calculated on September 30<sup>th</sup> of the school year to determine the Board and V.T.A. contributions. Allocations will be reexamined January 30 and appropriate adjustments made at that time for new staff hired to the District.
  - c. The Professional Development Committee shall present an annual written report to the Board and the Association giving an accounting of disbursements from the fund and a summary of the activities for which disbursements were made.
  - d. Any surplus shall not be used to reduce either the Board or Association contributions in future years unless mutually agreed upon.
4. Each school staff shall elect a Professional Development Committee.
- a. The committee shall be chaired by a teacher.
  - b. The principal may be an ex officio member of the committee for the purposes of Article F.21.5.a.
5. The primary functions of the Committee shall be:
- a. To plan school-based professional development activities and staff development projects which involve the whole staff or groups of staff but not individual association members.
  - b. To disburse monies allocated to the school staff from the District Professional Development Fund. The committee shall disburse money in accordance with the principles and procedures established by the District Professional Development Committee and shall provide such accounting as the D.P.D.C. may require.

**ARTICLE F.22 ASSESSMENT/ACCREDITATION**

- 1. Prior to undertaking a school assessment/accreditation, the Board shall make provisions for adequate release time to carry out the assessment/accreditation without utilizing the non-instructional days.

**ARTICLE F.23 TEACHERS' ON CALL – PROFESSIONAL DEVELOPMENT**

- 1. The Board shall establish a fund for the purpose of promoting professional development of the teachers on call in the District.
  - a. The Board shall place the equivalent of 15 F.T.E. teachers' professional development money into this fund (15 x \$145.00).

- b. The Association shall place the equivalent of 15 F.T.E. teachers' professional development money into this fund (15 x \$35.00).
2. The teachers' on call professional development funds shall be administered by the District Professional Development Committee and shall be subject to the principles, practices and procedures for professional development in the District.

#### **ARTICLE F.24 NON-INSTRUCTIONAL DAYS**

1. Non-instructional days shall be considered as instructional days for salary purposes.
2. The timing and content of school based days shall be determined by the school professional development committee and approved by the majority of the school staff including the school administrative officers.
3. Activities for the District non-instructional days shall be determined by teachers at the local Association level with direction from the school level.
4. Activities designated for educational/curriculum change non- instructional days shall be determined by Curriculum Council.

#### **ARTICLE F.25 PARENT TEACHER CONFERENCE**

1. The Board shall endeavour to provide time during normal instructional hours for teachers to confer with parents on parent/teacher conference days.

#### **ARTICLE F.26 CURRICULUM/EDUCATION CHANGE COMMITTEE**

1. The Board and the Association shall maintain a District Joint Education Change/Curriculum Change Committee.
  - a. The Committee shall be comprised of seven (7) representatives of the Association and three (3) representatives of the Board.
  - b. The Committee shall be chaired by an Association member.
2. The primary functions of the committee shall be:
  - a. To investigate, analyze, implement and evaluate educational and curriculum change.

- b. To provide district focus in educational/curriculum change.
- c. To support innovative projects, pilot projects and locally developed curriculum projects.
- d. To advise the Board in annual budget development with respect to funds to be designated for educational change/curriculum development.
- e. To allocate all funds designated through the annual district budget for educational change/curriculum development.

## **SECTION G LEAVES OF ABSENCE**

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

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

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

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

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

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

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

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

[See also Article G.28 Compassionate Leave of Absence for short term compassionate leave of up to eight days.]

## **ARTICLE G.20      SICK LEAVE**

1. It is recognized that the purpose of sick leave is to provide sick leave benefits as set out in this Article to teachers who are unable to work due to illness or unavoidable quarantine of the teacher.
  - a. Teachers shall be entitled to all sick leave credits earned in the employ of the Board but not used as at June 30, 1988.

- b. Refer to PCA Article G.1 for porting of sick leave to/from other school districts.
  - c. If a teacher is laid off or resigns from the Board's employ and subsequently is recalled or re-employed as a teacher with the Board, the teacher shall have immediate credit upon commencement of work in the teaching position of all sick leave credits remaining to the teacher's credit at the time of the teacher's layoff or resignation except as provided in G.20.1.d. This provision shall also apply to the sick leave credited to a teacher who has been employed on temporary contract with the Board and subsequently resumes employment with the Board.
  - d.
    - i. The provisions of G.20.1.c above shall not apply for those leave credits that were previously ported from SD No. 22 to another district, pursuant to PCA Article G.1.
    - ii. Pursuant to PCA Article G.1, an employee who is rehired to SD No. 22 is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in his/her previous school district.
2. Sick leave is earned at the rate of one and one-half (1 1/2) days for each month taught by the teacher in the service of the Board.
  3. Part-time teachers shall accumulate sick leave in proportion to the percentage of time that they teach.
  4. Any days during which the teacher has been absent with full pay for reasons of illness or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher.
  5. There is no maximum to the number of days of sick leave that may be accumulated.
  6. The maximum number of sick leave days that may be utilized by a teacher in any school year shall not exceed 120 days.
  7. A minimum of fifteen (15) days of sick leave shall be available to each teacher at the beginning of the school year. The amount paid to a teacher for sick leave advanced but not earned during a year shall be repaid by the teacher to the Board progressively throughout that school year pursuant to Article G.20.3.
  8. Teachers commencing employment with the Board during the year shall have available to them the quota of sick leave benefits which would accrue to them for the balance of the school year.

9. Each teacher shall receive on or before October 1 an annual accounting of his/her accumulated sick leave as of August 31.
10. If a teacher ceases to be employed by the Board prior to the end of a school year, any sick leave days which were used but not earned shall be repaid to the Board by the teacher.
11. Teachers may be required to provide an acceptable medical certificate in relation to any absence due to illness.
12. Where a teacher is in receipt of Workers' Compensation and at the same time is entitled to sick leave, the Board shall pay each month to the teacher that fraction of his/her salary which corresponds to the difference between his/her Workers' Compensation benefits and full salary for that pay period, and shall fractionally increase the teacher's benefits to full entitlement and shall debit the teacher's sick leave credit with the same fraction of full days.

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

## **ARTICLE G.21 MATERNITY LEAVE**

1. Regular Maternity Leave
  - a. Upon written request, a pregnant teacher shall be granted an unpaid leave of absence:
    - i. as provided for in Part 6 of the Employment Standards Act; or
    - ii. for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester or following the spring break.
2. Extended Maternity Leave
  - a. A teacher granted leave under Article G.21.1 who chooses not to return to work at the expiration of that leave may apply for extended maternity leave four weeks prior to the start of a semester or term or by May 31 in respect to leave expiring on June 30<sup>th</sup>.
  - b. Leave shall be granted upon request for a maximum of thirty (30) school months, with return to coincide with the commencement of a term or semester.

- c. Teachers returning from extended maternity leave shall do so at the commencement of a term or semester and shall notify the Board five weeks in advance except in respect to leave expiring June 30 where notice shall be given by May 31<sup>st</sup>.
  - d. When a teacher has been granted extended maternity leave, the Board will pay its share of all benefit premiums during the period of the leave, if the teacher so requests and makes suitable arrangements for the continuation of her share of the premiums.
  - e. If at the end of the agreed upon period of leave, the teacher is unable to return to duty because of ill health, she shall present the Board with an acceptable medical certificate and shall qualify for her sick leave provisions in accordance with Article G.20 (Sick Leave).
3. Early Return and Emergency Situations
- a. In the case of an incomplete pregnancy, death of the child, or other special situation, a teacher may return to duty earlier than provided in the agreed-upon leave.
  - b. The teacher intending to make an early return to duty shall submit a written application and a medical certificate.
  - c. In emergency situations, the teacher's application for leave under this Article shall be considered on shorter notice.
4. Return at End of Leave
- a. A teacher returning from maternity leave under Article G.20.1 shall be reassigned to the same position held prior to the leave.
  - b. A teacher returning from extended maternity leave shall be assigned to a reasonably comparable position within the District, with no reduction of time.
  - c. A teacher on maternity leave may apply for a transfer to another position to take effect upon her return.

**ARTICLE G.22 MATERNITY SUPPLEMENTAL EMPLOYMENT BENEFIT PLAN**

1. The Board and the Association agree as follows:
2. The parties agree that there shall be a Supplemental Employment Benefits Plan implemented in the District.
3. Such a plan shall only be implemented when, if required, the plan is approved by and registered with Human Resources and Social Development Canada (HRSDC).
4. Teachers who take maternity leave must exhaust all employment insurance maternity benefits under this Plan before claiming any sick leave benefits.
5. Such a plan shall meet all of the criteria specified for such plans by Human Resources and Social Development Canada (HRSDC).
6. The general terms of the plan shall provide:
  - a. Applicants must apply for and receive regular employment insurance maternity benefits as a condition of receiving supplemental benefits;
  - b. The maximum combined benefits payable monthly shall equal 95% of the applicant's regular monthly salary;
  - c. The benefit shall be payable for a maximum period of seventeen (17) weeks from the date of eligibility/registration;
  - d. Any payment of benefits shall be restricted to the period of the regular work year of the teacher.

**ARTICLE G.23 ADOPTION LEAVE**

1. During the adoption of a child, a teacher may be granted leave of absence without loss of pay to a maximum of three (3) days depending on the circumstances and the distances involved. This request shall not be unreasonably denied.

**ARTICLE G.24 PARENTHOOD LEAVE**

1. A teacher with a dependent child shall be granted, upon request, a parenthood leave of absence without pay for:

- a. a stated period of time as requested by the teacher up to a maximum of thirty (30) school months; or
  - b. a period of time so that the return to duty will coincide with the commencement of a term or semester or after the spring break;
  - c. Return from this leave will be as in Article G.21.4.b.
2. Parenthood leave shall also be granted in the case of adoption or legal guardianship.
3. In the case of adoption, leave shall commence from the date of the arrival of the child in the home. The provisions of Article G.21.2.d, G.21.2.e and G.21.4.b (Maternity Leave) shall apply.
4. In the case of parenthood leave, the Board will make provisions for continuance of benefits, provided the teacher pays the Board for the benefit plan premium.

#### **ARTICLE G.25 PATERNITY LEAVE**

1. A male teacher shall be granted paternity leave up to one day, with pay, to attend the birth of a child or to care for the family during or after the birth. This leave may be taken in two half days.

#### **ARTICLE G.26 PAID EDUCATIONAL LEAVE**

1. The Board shall annually establish an Educational Leave Fund in the amount of two teacher F.T.E.'s at the average teacher's salary for the District in the current year.
2. The Board may grant educational leave to applicants with a minimum of five years service in the District for the purpose of furthering the excellence of instruction in the District.

Any of the following general activities at or through an approved educational institution or training facility as determined by a Joint Committee with equal representation from the Board and the Association may be considered to fulfil such purposes:

- a. To obtain formal academic training regardless of whether it leads to higher certification.
- b. To complete studies or programs designed to bring new techniques or educational strategies to the District.

- c. To assist established teachers to refresh and advance their knowledge or method, subject matter or general background for teaching.
  - d. To undertake other programs approved by the Joint Committee and the Board.
3. The basic unit of leave shall be one year but may be taken on a semester basis, i.e. September - December/January - June.
  4. Payment for a full year's leave shall be at the rate of six-tenths of annual salary with payments being made at a full monthly rate for the first six-tenths of the leave period. That period is understood to fall within the months spanning September to June. The teacher shall accumulate teaching experience as per Article B.21.2.b.
  5. A teacher granted educational leave for less than a year shall receive payments equal to six-tenths of the salary he/she would be paid if not on educational leave.
    - a. A teacher returning to teaching duties from leave under this Article shall be assigned to the position in the school and the assignment held previously in that school provided that position and assignment continues to exist.

#### Method of Application

6. Application will be made by the teacher applying in writing to the Director of Instruction or Designate stating clearly the particular purpose for the leave and the proposed activities designed to fulfill that purpose.
  - a. Applications for full or part year educational leave must be received prior to January I of the school year preceding the year for which the leave will be granted.
  - b. Where funds remain unallocated in any school year, these shall be carried over to the following budget year.
7. The Director of Instruction or Designate shall submit the applications to the Joint Committee for recommendations to the Board.
8. Teachers applying for educational leave will be notified by the Board of acceptance or rejection of their application by April 30.
9. Successful applicants shall provide the Board of School Trustees with documentation from the educational institution or training facility verifying the teacher's enrolment in his/her approved program and confirmation of completion of the said program.

## Teacher's Covenant

10. Full-time teachers granted leave under this section shall undertake to return and to stay in the service of the Board for a period of not less than the full-time equivalent of two school years. Part-time teachers granted leave under this section shall undertake to return and to stay in the service of the Board for a period of not less than the part-time equivalent of two school years. Should a teacher fail to fulfil this covenant, he/she shall be responsible for a refund of monies received while on leave either in whole or in part.

The amount and method of refunding in such cases shall be a Board decision based on a recommendation of the Joint Committee.

### **ARTICLE G.27 JURY DUTY LEAVE OF ABSENCE**

1. When a teacher is required to serve as a juror or is subpoenaed to appear in court as a witness, that teacher shall be granted leave of absence with pay for the period during which the teacher's attendance in court is required and any necessary travelling time. Any fees received for such service shall be paid to the Board.

### **ARTICLE G.28 COMPASSIONATE LEAVE OF ABSENCE**

1. When a teacher requests leave of absence for compassionate reasons of serious illness within the immediate family, such leave shall be granted, with pay, to a maximum of eight (8) days annually. Additional days, with pay less the composite cost of a teacher on call may be granted at the Board's discretion.
2. Where leave of absence is granted under this Article, the Board may require that the teacher provide a certificate of proof of such illness from a duly qualified medical practitioner.

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

### **ARTICLE G.29 BEREAVEMENT LEAVE OF ABSENCE**

1. A teacher, upon request shall be granted leave of absence, with pay, to a maximum of five (5) days in the case of death of parent, wife, husband, sister, brother, child, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, or sister-in-law. Additional days requested for related travel or for the completion of estate affairs may be granted with pay, less the composite cost of a teacher on call, at the Board's discretion.

2. A teacher who is attending the funeral of a friend or a more distant relative than mentioned above, may be granted a maximum of one (1) day's leave of absence with pay for that purpose, at the Board's discretion.

#### **ARTICLE G.30 SPECIAL APPOINTMENTS**

1. Leave of absence of up to two (2) days may be granted in each circumstance with a maximum of four (4) days per school year to obtain consultation or treatment by a specialist for a teacher when referred by a medical practitioner.
2. This leave will be charged against accumulated sick leave.

#### **ARTICLE G.31 DISCRETIONARY LEAVE OF ABSENCE SHORT TERM**

1. A teacher may request a leave of absence for personal reasons, with pay less the composite cost of a teacher on call, to a maximum of five (5) days annually. Such requests shall not be unreasonably denied.
2. Any request for personal leave in excess of five (5) days must be referred to the Board of School Trustees for a final decision.
3. The composite teacher's on call daily rate will be calculated from the Teachers' Salary Grid in effect as of July 1<sup>st</sup> of that year.
4. Days not taken may not be accumulated or deferred to a following school year.

#### **ARTICLE G.32 DISCRETIONARY LEAVE OF ABSENCE LONG TERM**

1. A teacher may request and be granted a leave of absence without pay for an extended time period ranging from a single school term to a maximum of two (2) years. Such requests shall not be unreasonably denied.
2. A teacher who wishes to take a leave of absence that extends beyond two (2) consecutive years must request approval of the Board of School Trustees.
3. Partial year leaves of absence, upon reaching a cumulative total of twenty (20) teaching months of leave in consecutive years, must similarly have the approval of the Board of School Trustees.
4. Teachers granted leave of one (1) year's duration or longer under this Article will, upon return, have their placement preferences considered, but may be assigned to any District school.

**ARTICLE G.33 LEAVE OF ABSENCE FOR ELECTED OFFICIALS**

1. The Board recognizes the need to encourage and support employees who wish to pursue community service through becoming an elected official at the municipal, regional, provincial, or federal level.
2. Upon being nominated as a candidate for M.L.A. (provincial) or M.P. (federal), the teacher shall, upon request be granted a leave of absence, without pay, during the campaign period.
3. Employees who have been elected to local Municipal Councils, Regional District Boards, or School Boards will be granted, upon request, leave of absence to a maximum of five (5) days annually, with pay less the composite cost of a teacher on call.
4. Employees elected as either a Member of Parliament or a Member of the Legislative Assembly will be granted a Long-Term Leave Of Absence, without pay, for the period of elected office.
  - a. A teacher returning to full teaching duties from leave under this Article shall be assigned to the position held prior to the leave providing that this position continues to exist.
  - b. If the teacher's original position no longer exists, the teacher shall be placed in an equivalent position in accordance with transfer practices in the District.
  - c. A teacher shall be entitled to placement under Article G.33.4.a and G.33.4.b only at the beginning of a school year. A teacher returning to full teaching duties during a school year shall be placed in an appropriate position after consultation with the teacher and the Association, with entitlement to placement under Article G.33.4.a and G.33.4.b at the commencement of the next school year.

**ARTICLE G.34 SELF-FUNDED LEAVE PLAN (3-4-5 LEAVE)**

1. The Board shall administer a Self Funded Leave Plan as determined by a separate agreement.
2. A teacher returning to teaching duties from leave under this Article shall be assigned to the position in the school and the assignment held previously in that school provided that position and assignment continues to exist.

**ARTICLE G.35 DEPARTMENT OF NATIONAL DEFENCE (D.N.D.) LEAVE OF ABSENCE**

1. Requests for Leaves of Absence from members of the teacher staff to teach overseas under the Department of National Defense (D.N.D.) will be forwarded, as received, to the appropriate office of the D.N.D. for acceptance, selection or rejection.
2. On notification by D.N.D. of its selection, the Board will grant an initial two (2) year leave of absence and an extension of one (1) year, if so requested, to any teacher selected by D.N.D.
3. There will be no further extension of the leave of absence.
4. Teachers whose applications have not been accepted by D.N.D. and who may *wish* to re-apply in the following or subsequent years must complete and submit application forms and supporting documents.

Application documents of unsuccessful applicants are not automatically renewed by the D.N.D.

5. D.N.D. leaves of absence are to be at no expense to the Board.
6. The Board does not guarantee, nor will it keep open, the position left by a successful D.N.D. applicant. Such teachers, upon their return, will have their placement preferences considered but may be assigned to any District school.

**ARTICLE G.36 SECONDMENT AND EXCHANGE TEACHER LEAVE OF ABSENCE**

1. When a teacher receives a seconded assignment to the Ministry of Education, a Faculty of Education, or similar educational institution, or participates in a recognized teacher exchange program, a leave of absence without pay will be granted pursuant to the arrangements for that specific assignment.
  - a. The teacher returning to full teaching duties from a leave under this Article shall be assigned to the position held prior to the leave providing that this position continues to exist.
  - b. If the teacher's original position no longer exists, the teacher shall be placed in an equivalent position in accordance with transfer practices in the District.

- c. A teacher shall be entitled to placement under Article G.36.1.a and G.36.1.b only at the beginning of a school year. A teacher returning to full teaching duties during a school year shall be placed in an appropriate position after consultation with the teacher and the Association, with entitlement to placement under Article G.36.1.a and G.36.1.b at the commencement of the next school year.

## **ARTICLE G.37 LEAVES – OTHER**

1. A teacher may request and shall be granted a leave of absence with pay for any of the following reasons:
  - a. Examinations To write an examination in a subject related to the teaching assignment. A maximum of one (1) day.
  - b. Convocation To receive a degree or diploma from an educational institution or to be present when a member of the teacher's immediate family (child, spouse, sibling, parent) receives a degree or diploma. A maximum of one (1) day.
  - c. Competitions To participate (plan, coach, referee, manage, or train) in a national or international competition. The teacher will be required to present a letter from the representative group confirming that the individual's participation is needed and confirming that the function is a national or international competition.
  - d. Citizenship To attend a ceremony where the teacher is granted Canadian citizenship. A maximum of one (1) day.
  - e. Marriage To attend the teacher's own marriage, should this occur on a school day. A maximum of one (1) day.
  - f. Educational Activities To give an address on educational matters or to attend workshops, conferences or conventions. A maximum of two (2) days.

No teacher shall be entitled to receive more than five (5) days leave under this Article in any one school year.

Any requests for leave in excess of five (5) days must be referred to the Board for a final decision.

**ARTICLE G.38      RETURNING FROM LEAVES OF ABSENCE**

1. Teachers on Leaves of Absence from the District must confirm with the Board no later than April 30 of that year, their intent to:
  - a. resign from the District; or
  - b. request an additional Leave of Absence; or
  - c. return to a position in the District.
  
2. If a teacher fails to notify the Board by this date, he/she will have been deemed to indicate an intent to return to a position in the District.

## **SIGNATURES**

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

\_\_\_\_\_  
Randy Hoffman, Secretary Treasurer  
School District No. 22 (Vernon)

\_\_\_\_\_  
Bruce Cummings, President  
Vernon Teachers' Association

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

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

## **APPENDICES AND LETTERS OF UNDERSTANDING**

### **APPENDIX A: ARTICLE D.4 PREPARATION TIME (IN EFFECT JULY 1, 2006 – AUGUST 31, 2007)**

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

PCA Article D.4.1 through D.4.3 is not applicable in School District No. 22 (Vernon).

#### **Local Provisions**

4. This Article comes into force and effect on September 1, 1989.
5. Full time secondary teachers shall receive preparation time for an average of 187.5 minutes per week taken from the normal instructional time of 1500 minutes per week. This will usually be attained at the secondary level by providing the teacher one block of instructional time off for preparation purposes in each eight block period cycle. Such preparation time shall be in periods of not less than 30 minutes.
6. Full time elementary teachers will receive preparation time of not less than 80 minutes per week, taken from the normal instructional time of 1425 minutes per week.
  - a. Such preparation time shall be provided as follows:
    - i. 60 minutes weekly in periods of not less than 30 minutes;
    - ii. equivalent of 3.5 days of instruction taken in segments of time not less than one-half (1/2) day and not more than one (1) day.
    - iii. The structure, timing and organization of the dates and periods of preparation, will be done at a school level.
    - iv. Teachers on call employed to provide preparation time shall be paid a daily rate of 1/189 of the annual basic salary based on the teacher's experience and category placement after the fourth consecutive day of service.
    - v. Teachers on call shall continue to be paid on scale (D.4.6.a.iv) for all days in which they provide the preparation time as outlined in Article D.4.6.a.ii, subject to the approval of their schedule of work by the Director of Personnel. In the event that a period of more than twenty (20) working days interrupts the teacher on call's assignment, his/her assignment will be considered to be discontinuous.

- b. For the purposes of this Article, teachers on call shall receive one and a half (1.5) days of sick leave for each twenty (20) days accumulated service in delivering the prep time as outlined in Article D.4.6.a.ii.
- 7. The instructional assignment of a part-time elementary teacher shall be the prorated portion of 1345 minutes per week in relation to the percentage of the teacher's appointment.
- 8. The instructional assignment of a part-time secondary teacher shall be pro-rated, equivalent to 87.5 percent of the teacher's percentage of appointment.
- 9. Where the Board and the Association agree that scheduling difficulties with respect to part-time teachers require adjustment to the operation of this Article, the part-time teacher may be assigned instructional time equal to the percentage of appointment in proportion to 1425 minutes per week in elementary schools and eight blocks in secondary schools and shall receive in lieu a premium of 6.32 percent of salary in elementary schools, and 12.5 percent of salary in secondary schools.

**LOCAL LETTER OF INTENT**

**RE: EXTENDED DAY SCHOOLS**

BETWEEN:

BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 22 (VERNON)  
(Hereinafter referred to as the "Board")

EMPLOYER

AND:

VERNON TEACHERS' ASSOCIATION  
(Hereinafter referred to as the "Association")  
UNION

The Board and the Association agree as follows:

A. In respect to Extended Day schools pursuant to Article D.22.3 the Board agrees, to modify the application of provisions in the Collective Agreement pertaining to sick leaves, Article G.20, and educational activity leave, Article G.37.1.f, as follows:

1. Sick Leave (Article G.20)
  - (a) to deduct one-half (1/2) day of this sick time if a teacher is absent for the morning and afternoon on a Friday;
  - (b) to not deduct sick time if the teacher is present in the morning and is absent due to illness in the afternoon.
2. Educational Activity Leave (Article G.18.1.f)
  - (a) to charge one-half (1/2) day of this leave if the teacher takes this leave all day Friday.

B. The Board will review the terms of the Letter on or before June 30, 1994, and may extend these conditions to the end of the term of this Collective Agreement.

DATED THIS \_\_\_\_\_ DAY OF JULY, 1993.

BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 22 (VERNON)  
VERNON TEACHERS' ASSOCIATION

**LOCAL LETTER OF UNDERSTANDING  
RE: ARTICLE D.4 PREPARATION TIME**

Between:

The Vernon Teachers' Federation  
The British Columbia Teacher' Federation

And

The Board of School Trustees of School District #2 (Vernon)  
The British Columbia Public School Employers' Association

The intent of the parties is to eliminate the amount of preparation time currently provided for under Article **D.4.6.b.ii** and to change the amount of preparation time provided for under Article **D.4.6.a.i** from 60 minutes to 90 minutes in accordance with the provincial agreement. The parties agree that this amendment in no way affects the interpretation, application or past practice of providing preparation time under Article **D.4.6.a.i** including, but not limited to, the issue of make up of prep time for statutory holidays and non-instructional days.

The following amendments are without precedent and prejudiced to any other school district in the province and shall have no bearing on or be relied upon in this districts or any other districts in the province or at the provincial level with respect to any past, present or future negotiations, mediations or arbitrations.

Amend Article D.4 Preparation Time, as follows:

4. This Article comes into force and effect on September 1, **2007**.
5. Full time secondary teachers shall receive preparation time for an average of 187.5 minutes per week taken from the normal instructional time of 1500 minutes per week. This will usually be attained at the secondary level by providing the teacher one block of instructional time off for preparation purposes in each eight block period cycle. Such preparation time shall be in periods of not less than 30 minutes.
6. Full time elementary teachers will receive preparation time of not less than **90** minutes per week, taken from the normal instructional time of 1425 minutes per week.
  - a. Such preparation time shall be provided as follows:
    - i. **90** minutes weekly in periods of not less than 30 minutes;

- ii. ~~equivalent of 3.5 days of instruction taken in segments of time not less than one half (1/2) day and not more than one (1) day.~~
  - iii. The structure, timing and organization of the dates and periods of preparation, will be done at a school level.
  - iv. ~~Teachers on call employed to provide preparation time shall be paid a daily rate of 1/189 of the annual basic salary based on the teacher's experience and category placement after the fourth consecutive day of service.~~
  - v. ~~Teachers on call shall continue to be paid on scale (4.3.1.d) for all days in which they provide the preparation time as outlined in 4.3.1.b, subject to the approval of their schedule of work by the Director of Personnel. In the event that a period of more than twenty (20) working days interrupts the teacher on call's assignment, his/her assignment will be considered to be discontinuous.~~
- b. ~~For the purposes of this Article, teachers on call shall receive one and a half (1.5) days of sick leave for each twenty (20) days accumulated service in delivering the prep time as outlined in 4.3.1.b.~~
7. The instructional assignment of a part-time elementary teacher shall be the prorated portion of **1335** minutes per week in relation to the percentage of the teacher's appointment.
  8. The instructional assignment of a part-time secondary teacher shall be pro-rated, equivalent to 87.5 percent of the teacher's percentage of appointment.
  9. Where the Board and the Association agree that scheduling difficulties with respect to part-time teachers require adjustment to the operation of this Article, the part-time teacher may be assigned instructional time equal to the percentage of appointment in proportion to 1425 minutes per week in elementary schools and eight blocks in secondary schools and shall receive in lieu a premium of 6.32 percent of salary in elementary schools, and 12.5 percent of salary in secondary schools.

Dated: April 11, 2007

School District No. 22  
Vernon

Vernon Teachers' Association

BCPSEA

BCTF

**PROVINCIAL LETTERS OF UNDERSTANDING/INTENT**

**LETTER OF INTENT No. 1**

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

**Re: Formalization of Middle School Provisions**

**Does Not Apply in School District No. 22 (Vernon).**

**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*

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  - 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*
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  - 3.49 *Membership Requirements*
5. Exclusions from the Bargaining Unit
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  - 1.32 *Contracting Out, Job Security*
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  - 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*
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  - 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
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  - 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  
Griffiths  
For the BCTF

Jacque  
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**

**Does not apply in School District No. 22 (Vernon).**

**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. 22 (Vernon).**

**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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Jacque 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

---

Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 9**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Rehabilitation Committee**

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

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

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

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

Original signed by:

---

Jinny Sims  
BCTF President

---

Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Benefits Review Committee**

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

Original signed by:

---

Jinny Sims  
BCTF President

---

Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 11**

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

**Re: 2008 Salary Harmonization**

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

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

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

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

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

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

Original signed by:

---

Jinny Sims  
BCTF President

---

Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 12**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Teacher Supply and Demand Initiatives**

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

**Remote Recruitment & Retention Allowance:**

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

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

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

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

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

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 13**

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

**Re: Fiscal Dividend**

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

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

The Fund will be determined as follows:

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 14**

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

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

**Does not apply in School District No. 22 (Vernon)**

## 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:

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Jacque Griffiths  
BC Public Employers' Association

March 12, 2008

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Irene Lanzinger  
BC Teachers' Federation

March 13, 2008

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