

**Working Document
of the**

PROVINCIAL COLLECTIVE AGREEMENT

—BETWEEN —

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION /
BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 27 (CARIBOO-
CHILCOTIN)
(“The Employer”)**

—AND—

**BRITISH COLUMBIA TEACHERS' FEDERATION /
CARIBOO-CHILCOTIN TEACHERS' ASSOCIATION**

(The “Union”)

AS IT APPLIES IN SCHOOL DISTRICT NO. 27 (CARIBOO-CHILCOTIN)

EFFECTIVE JULY 1, 2006 – June 30, 2011

Please note: This document attempts to set out all the current terms and conditions to employment contained in the Collective Agreement between BCTF and BCPSEA 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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DEFINITIONS

1. Continuing Contract Teacher:

A Continuing Contract Teacher is a certificated teacher appointed to the staff of the district until:

- a. that teacher has been dismissed in accordance with the provisions of this agreement; or,
- b. that teacher ceases to be a member of the College of Teachers,
- c. that teacher resigns.

2. Temporary Teacher:

A Temporary Teacher is a certificated teacher appointed to the staff of the district for a specified period of time.

3. Teacher-On-Call (TOC)

A teacher-on-call is, for the purposes of this agreement only, a certificated teacher hired on a day-to-day basis or for a continuous period of time of fewer than twenty (20) consecutive teaching days.

4. Part-Time Teacher

A part-time teacher is a certificated teacher, appointed to the teaching staff of the district, who is employed to work for less than 100% of each day, week or timetable cycle on a continuous basis.

SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

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

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

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

ARTICLE A.2 RECOGNITION OF THE UNION

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

ARTICLE A.3 MEMBERSHIP REQUIREMENT

1. All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and Cariboo-Chilcotin 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.

Local Provisions:

3. Speech/language pathologists employed by the Board are recognized by the Board and the Association as members of the bargaining unit.

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.

Local Provisions:

6. The Board shall forward to the Association, within fifteen (15) days, a record of monthly dues and/or levies deducted from each employee.

ARTICLE A.5 COMMITTEE MEMBERSHIP

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

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

ARTICLE A.6 GRIEVANCE PROCEDURE

1. Preamble

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

Steps in Grievance Procedure

2. Step One

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

3. Step Two

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

4. Step Three

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

Two representatives of the local and two representatives of the employer shall meet within ten (10) working days and attempt to resolve the grievance.

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

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

5. Omitting Steps

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

6. Referral to Arbitration: Local Matters

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

7. Referral to Arbitration: Provincial Matters

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF or BCPSEA where applicable may refer a "provincial matters grievance," as defined in Appendix 1 and Addenda, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a "provincial matters grievance." The parties shall agree upon an arbitrator within ten (10) working days of such notice.

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

8. Arbitration (Conduct of)

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

9. General

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

ARTICLE A.7 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

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

ARTICLE A.8 LEGISLATIVE CHANGE

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

ARTICLE A.20 MANAGEMENT RESPONSIBILITIES

1. The Association recognizes the responsibility and the right of the Board to manage and operate the school district in accordance with its responsibilities and commitments.
2. The right to assign duties and to manage and direct employees is vested exclusively in the Board except as otherwise provided for in this agreement.

Such rights shall be exercised fairly and reasonably.

ARTICLE A.21 EXCLUSIONS FROM THE BARGAINING UNIT

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without agreement of both parties.
2. A newly created position shall be excluded from the bargaining unit unless the position is included by agreement of both parties.
3. The Board shall notify the Association of all newly created positions not presently included in the bargaining unit, and shall provide written job descriptions on request from the Association.

ARTICLE A.22 COLLEGE OF TEACHERS

The Board shall distribute dues deduction forms to all teachers, honour the forms signed by teachers and remit the appropriate fee required for membership in the BC College of Teachers.

The Board shall also distribute the necessary forms and information to teachers-on-call on the District list, but shall not deduct or remit fees on their behalf.

ARTICLE A.23 COPY OF AGREEMENT

The Board shall provide a copy of the complete Collective Agreement to each employee and each staff room or work site within fifteen (15) days of ratification of the contract wording by both parties. The Board shall provide new employees a copy of the Collective Agreement prior to their assuming duties.

Copies of any Letters of Understanding will also be distributed as above.

ARTICLE A.24 NO CONTRACTING OUT

The Board shall not contract out the provision 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 Association.

ARTICLE A.25 TEACHER ASSISTANTS

1. All teacher assistants hired to assist teachers in carrying out their responsibilities and duties shall be under the immediate supervision of teachers.
2. Teachers shall not assume employment responsibilities for teacher assistants; however, teachers may consult with and advise the principal in order to assist him/her to carry out his/her evaluation responsibilities with respect to teacher assistants.
3. Teachers will provide orientation and guidance to teachers' assistants as the teacher deems necessary.
4. Teacher assistants shall not assume the direct professional 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. obtaining objective data for evaluating students and marking students' work;
 - c. maintaining student records or reports to parents;
 - d. providing advice to students.

5. Teacher assistants shall not be used as alternatives for qualified professional CCTA members.

ARTICLE A.26 RIGHT TO REPRESENTATION

1. If a teacher meets with an administrative officer or other officer of the Board at a meeting which either party believes is related to discipline of the teacher, the staff representative or other representative of the Association shall be present.
2. In situations other than Article B.26.1 above representation will be present at the request of either the teacher or the officer of the Board.
3. A representative of the association shall be released from teaching duties without loss of pay in order to attend the meeting(s) referred to above if the officer of the Board requests that the meeting(s) take place during instructional time.

ARTICLE A.27 SCHOOL STAFF COMMITTEES

The staff of each school shall have the right to form a staff committee. When a staff committee is formed, it shall be governed by the following clauses.

1. The staff committee shall consist of teachers elected by the staff. The committee shall also include an administrative officer and shall reflect the diversity of the staff.
2. A chairperson, other than the administrative officer, shall be elected from the staff committee. The chairperson shall ensure that minutes of the staff committee meetings are kept and distributed to the staff and the administration of the school.
3. The staff committee may study and make recommendations on any matters of concern to the staff members. Upon request, the staff committee shall have access to the school level budget information.
4. The staff committee shall report to the staff at a school staff meeting. The staff may make recommendations to the staff committee concerning matters under consideration.
5. The school administration shall consider all recommendations made by the school staff through the school staff committee.

ARTICLE A.28 PRESIDENT'S RELEASE

1. The Board agrees to release the President of the Association from teaching duties as requested by the Association.

2. The Board will continue to pay the President's salary and to provide benefits as specified in the agreement. The Board will provide a monthly statement of the salary and benefit costs and deduct them from the Board's remittance of fees, dues, and levies to the Association.
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, returning to teacher duties shall be assigned to the position held prior to the release if it exists. The president shall be invited to attend staff meetings in accordance with Article G.35 (Leave From Position).
5. In the event the President is unable to fulfill the presidential duties or complete the term of office for whatever reason, other than sick leave, the Board will grant another Association member, designated by the Association, a leave from assigned duties to fulfill the duties of the president. The provisions of Article A.28.1, A.28.2, A.28.3 and A.28.4 shall also apply.
6. In the event the President is absent due to illness, the Board will grant an Association member, designated by the Association, a leave from assigned duties to fulfill the duties of the president. The Association will reimburse the Board the salary and benefit costs of the TOC for this member, including accumulated sick leave costs or the replacement teacher's salary and benefit costs, including accumulated sick leave costs, whichever is less.

The Association will continue to pay the President's salary until such time that the sick leave accumulated during the term as President is used.

The Board would then assume the full cost of the sick leave of the President, provided that accumulated sick leave is available.

ARTICLE A.29 STAFF REPRESENTATIVES

A staff representative or designate from that work site shall have the right to:

1. convene site-based union meetings at the work site, outside of instructional time, to conduct Association business.
2. at the request of a teacher at the same work site, be present at any meeting between an Administrative Officer and the teacher. These meetings can occur during instructional time only if approved by the Administrative Officer. The Board will pay for TOC costs incurred.
3. be relieved of instructional duties with no loss of pay, in order to attend a grievance or arbitration hearing as outlined in Article A.6 (Grievance Procedure) in which the representative has been directly involved, at no cost to the Board.

ARTICLE A.30 PICKET LINE PROTECTION

1. Teachers covered by this agreement shall have the right to refuse to cross or work behind a picket line arising out of a dispute as defined by the Labour Relations Code of British Columbia, or, where in the opinion of the teacher, safety is a concern in crossing the picket line. Teachers shall not be required to work with any person(s) who attempt to perform any of the duties which would normally be performed by any employees on strike or lockout.
2. Any teacher failing to report for duty for reasons in Article A.30.1 above, shall be considered to be absent without pay and shall not be considered in violation of this agreement and will not be subject to disciplinary action.
3. The Board shall not request, require nor direct teachers covered by this agreement to do work or carry out duties normally performed by employees engaged in a strike or lockout.

ARTICLE A.31 CONSULTATIVE LIAISON COMMITTEE

There shall be a Consultative/Liaison Committee consisting of three (3) members of the Association and three (3) Trustees of the Board.

Committee responsibilities will include:

1. Meeting to discuss and recommend to the Board:
 - a. policy items of mutual concern
 - b. items concerning the application or interpretation of the contract as they affect the Association or the Board.
 - c. category placement for new or reopened rural schools.
2. Establish ad hoc committees to investigate and make recommendations on any matter of mutual concern.
3. The Consultative/Liaison Committee may discuss a grievance per Grievance Procedure, Article A.6.9.
4. The Consultative/Liaison Committee will meet once each month during the school year unless otherwise mutually agreed to.
5. If, at the request of the Board, meetings are held during the school day the Board will pay teacher-on-call and/or non-certificated substitute costs.

ARTICLE A.32 ACCESS TO INFORMATION AND BUDGET INVOLVEMENT

1. The Board, upon request by the Association, agrees to provide the Association with the following current information:
 - a. Lists of bargaining unit members, showing their names, addresses, phone numbers, grid placement, seniority and assignment by October 15 with updates as available.
 - b. Notifications of teacher job postings, transfers, hirings, resignations, retirements, deaths, terminations, suspensions, leaves of absence of more than 20 (twenty) days, and the issuing of “ less than satisfactory” teacher reports as they occur.
 - c. Agendas and minutes of all public Board meetings and all attachments thereto at the time of distribution to the Board.
 - d. Financial information including audited financial statements, school district budgets, preliminary and final fiscal frameworks, and statements of final determination.
 - e. A list monthly of teacher absences and the teachers-on-call and non-certificated substitutes hired for each.
 - f. Class size data as generated on September 30 and when and if regenerated.
 - g. A list of Principals and Vice Principals with their percentage of teaching assignment.
 - h. A scattergram showing FTE’s at each position of the salary grid as of September 30 and January 31.
2. The Superintendent’s Budget Advisory Committee will include an Association representative.

ARTICLE A.33 ACCESS TO FACILITIES

The Association shall have access to worksites for meetings and to transact other business provided that such use does not conflict with other planned uses and is at no cost to the Board. The Association’s Annual General Meeting, General Meetings, and Special General Meetings will be accommodated before outside user groups.

This article does not apply when worksites are closed by strike or lockout.

ARTICLE A.34 INTERNAL MAIL

The Association shall have access to the district mail and electronic mail service for communication to teachers at no additional cost to the Board provided that such access does not interfere with Board requirements for the services.

The Board shall utilize existing postal service to all schools on at least a weekly basis.

It is agreed that discretion must be used with the distribution of sensitive materials.

ARTICLE A.35 COMMITTEE COSTS

Unless otherwise agreed to by the Association and the Board, when the Board requests that committees established by the Collective Agreement meet during normal instructional hours the Board shall pay for the required teacher-on-call and non-certificated substitute costs.

ARTICLE A.36 APPEAL PROCESS

In addition to other processes identified in this agreement, the following appeal process is available to a teacher or teachers to seek clarification of a decision or to attempt to change a decision made by the Board, the Superintendent, Secretary-Treasurer, District Staff or an administrative officer that affects the teacher or other teachers.

1. The teacher may approach the individual who made the decision and request clarification of or a change to the decision.
2. If a concern still exists, the teacher may request the Superintendent to clarify or change the decision. The Superintendent will respond within five (5) teaching days.
3. If a concern still exists the teacher may request the Board to clarify or change the decision. The Board will respond within one (1) month.

The teacher may elect to be accompanied by an Association representative at any step of the process.

ARTICLE A.37 LEAVE FOR ASSOCIATION & BCTF BUSINESS

1. A teacher shall be entitled to release time for Association or BCTF business as follows:
 - a. Member of the BCTF Executive or Teacher College Council - ten (10) days.
 - b. Bargaining committee members, release time as required for up to a maximum of six (6) members.

- c. Member of BCTF Representative Assembly - six (6) days.
 - d. Member of committee or task force of the Association or BCTF, the Canadian Teachers' Federation, official representative or delegate of the Association or BCTF, staff representative - ten (10) days.
 - e. Such leaves shall be granted subject to the Association or the BCTF reimbursing the Board for TOC costs.
 - f. Whenever possible at least three (3) days written notice will be given to the Superintendent for such leaves.
 - g. Additional release time may be granted upon written request to the Superintendent.
2. A teacher elected to a full-time officer position of the BCTF shall be granted a leave of absence without pay for the duration of those duties. For purposes of pension, experience, and seniority, the teacher shall be deemed to be in the full employ of the Board.
3. When an Association member is released from instructional duties at the Board's request, the Board shall pay all TOC costs.

ARTICLE A.37 BULLETIN BOARDS

A bulletin board will be provided in staff rooms and work sites as required for use by Association teachers.

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. The salary schedules showing annual salaries form part of this agreement as Local Appendix A.1, A.2, A.3, A.4 and A.5.

6. Part-time teachers shall be paid their regular schedule placement pro-rata to the portion of the teacher's full time equivalent appointment.
7.
 - a. The rate of deduction for a day without pay shall be 1/195 of the current annual salary of the teacher.
 - b. Teachers who terminate or commence employment (including leaves of absence of more than one (1) month) other than on the first or last working day of the month, shall be paid as follows: the number of days worked in the month, divided by the number of possible days the teacher would normally work in the month, multiplied by the teacher's monthly salary.

ARTICLE B.2 TEACHER ON CALL PAY AND BENEFITS

1. The employer will ensure that they are in compliance with vacation provisions under the Employment Standards Act in respect of the payment of vacation pay.
2. For the purposes of Employment Insurance, the employer shall report for a teacher on call, the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
3. A teacher on call shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the collective agreement, for which the employee he/she is replacing is entitled to claim.
4. Teachers on call shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
5. Teachers on call shall be paid an additional compensation of \$3 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$1.50. Any and all provisions in the previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
6. Rate of Pay:
 - a. Employees who are employed as teachers on call shall be paid the rate specified below for each full day worked for the first three (3) days. Any provision in the Previous Collective Agreement which provides a superior daily rate shall remain part of the Collective Agreement. [See B.2.7 for additional and/or superior provisions in SD 27]

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:

CERTIFICATED TEACHERS-ON-CALL

7. In addition to the provisions of B.2.6.a, a teacher-on-call with valid BC certification, shall receive holiday pay and if entitled to one or more experience increments, shall be paid a salary of .00427 of the appropriate step on the category 4 scale if it is higher than the daily rate set out in B.2.6.a above.
8. A teacher-on-call's assignment within a specific teaching assignment shall not be considered to be interrupted by:
 - a. a non-instructional day,
 - b. a public holiday,
 - c. a school shut-down, including strike or lockout,
 - d. the return to work of the regular classroom teacher for a period of two (2) days or less,
 - e. an illness of two (2) days or less in duration,
 - f. a court appearance as per Article G.24 (Court Appearance).
9. Where a teacher-on-call is requested, by an administrative officer, to attend a non- instructional day during an assignment of more than five (5) days, it shall be counted and paid for as a teaching day.
10. A teacher-on-call, when called to work, shall be entitled to a minimum of .6 of a full day's pay for work in the morning or .4 of a full day's pay for work in the afternoon. However, a teacher-on-call required to work in a Kindergarten class shall be entitled to .5 of a full day pay for work in the in the morning and .5 of a full day's pay for work after the noon break. Teachers-on-call teaching in a class where Kindergarten students are integrated with other students shall receive the greater of the amounts listed above to a maximum of a full day's pay.

Should a teacher-on-call be called in to work for an assignment which spans the school's lunch intermission but does not exceed three (3) hours in total time including preparation time and free blocks but not including the lunch break, the teacher-on-call shall be paid .6 of a full day's pay.
11. A part-time teacher who acts as teacher-on-call in his/her own classroom or program assignment shall be paid at his/her regular scale placement from the first day provided that his/her assignment to the classroom or program is for .2 or more.
12. Teachers-on-call will be paid on a bi-weekly basis, one (1) week after the end of a pay period.

13. Teachers-on-call will be informed, at the time of placement on the list of teachers- on-call, of pension plan benefits available to them and of any documentation required for salary and benefit purposes.
14. The teacher-on-call shall be required to assume only the duties of the teacher being replaced in circumstances other than those described in section o) following.
15. If a teacher-on-call has accepted an assignment and has not received at least a twenty-four (24) hour notification of the cancellation of that assignment, the teacher-on-call will carry out teaching related duties:
 - a. at that specific school;
 - b. another mutually agreed upon placement.
16. The daily deduction for "cost of teacher-on-call" shall not exceed 1/195 of the absent teacher's annual salary and be pro rated to the FTE percent of the day absent.
17. For each full day that a teacher-on-call is placed "on scale", that teacher shall receive one day of credit for salary purposes. Experience credit for partial days shall be prorated.
18. For each full day on or after September 8, 1992 that a teacher-on-call is employed, exclusive of days "on scale" per Article B.2.17, that teacher will receive .6 of a day credit for salary purposes. Experience credit for partial days shall be prorated.
19. With reference to Article B.2.17 and B.2.18 above, nineteen (19) such days will be recognized as the equivalent of one month's experience and ten (10) such months will be recognized as one year's experience for salary purposes.
20. Should a teacher-on-call be appointed to the staff of the district he or she shall be credited with all experience for salary purposes gained as a teacher-on-call in the district provided the experience is gained on or after September 8, 1992.
21. Experience for salary purposes gained through service as a teacher appointed to the staff of the district or as a teacher-on-call within the district shall be counted for determination of the daily rate for a teacher-on-call (the "non-scale" rate referred to in Article B.2.7 above), provided that the experience is gained on or after September 8, 1992.
22. Should a teacher-on-call be appointed to a continuing position he or she will be credited seniority equivalent to the experience granted for salary purposes in accordance with this article.
23. The following articles do not apply to teachers-on-call:

B.11.3 (Group Life Plan), B.11.4 (Medical Services Plan), B.11.5 (Salary Indemnity Plan), B.11.6 (Dental Plan), B.11.7 (Death Benefits), B.27 (Canada Savings Bond Payroll Deduction), B.28 (First Aid), B.29 (Moving-Relocation)

Expenses), B.30 (Teacherages), B.31 (Teachers Travel Provision), C.1 (Resignation), C.2 (Seniority), C.3 (Layoff, Recall and Severance), C.22 (Teacher Evaluation), C.24 (Dismissal For Less Than Satisfactory Performance), C.26 (Temporary Reductions in Appointment), C.27 (Job Sharing), C.28 (Part Time Teachers), C.29 (Temporary Teaching Appointment), D.20 (Regular Work Year), E.25 (Posting and Filing Vacant Positions), E.26 (Board Initiated Transfers), F.20 (Professional Autonomy), F.22 (Non-Instructional Days)and Section G (Leaves of Absence);

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

PCA Article B.3 does not apply in School District No. 27 (Cariboo-Chilcotin).

ARTICLE B.4 EI REBATE

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

ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN

1. In this Article:
 - a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
 - b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.

4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
 - a. between September 1 and September 30 or December 15 and January 15 in any school year;
 - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

1. Effective July 1, 2006, the employer shall pay monthly to each employee eligible to participate in the BCTF Salary Indemnity Plan an allowance equal to 2.0% of salary earned in that month to assist in offsetting a portion of the costs of the BCTF Salary Indemnity Plan.

2. In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.
3. The BCTF agrees not to alter eligibility criteria under the Plan to include groups of employees not included as of July 1, 2006.

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

1. Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
2. A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.

3. An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of her/his intention to participate in the Plan by September 30th. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to clause 5 of this Article.
4. An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
5. Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
6. Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
7. An employee's accumulation in the Plan including her/his interest accumulation to March 31st shall be paid in equal installments on July 15 and August 15.
8. Notwithstanding clause 7 of this article, interest earned by the Plan for the period September 1, 2006 to August 15, 2008 shall be retained by the employer. Thereafter, interest earned by the Plan in the months of April through August shall be retained by the employer.
9. The employer shall inform employees of the Plan at the time of hire.
10. Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

ARTICLE B.9 PAY PERIODS

Article B.9.1 through B.9.3 does not apply in School District No. 27 (Cariboo-Chilcotin).

Local Provisions:

4. All salary and allowance payments to teachers shall be made by deposit to a local chartered bank or credit union account as determined by the teacher.
5. The Board will issue a mid-month advance of up to 40% of gross monthly salary to all teachers upon written request to the Secretary-Treasurer. This percentage may be changed once each year in September.
6. Teachers shall be paid their annual salary in ten (10) equal monthly installments each month worked during the school year on the last working day of the month.
7. All salary adjustments will be defined on the earning statements.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

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

Effective July 1, 2006 – 47 cents/kilometer
Effective July 1, 2007 – 48 cents/kilometer
Effective July 1, 2008 – 49 cents/kilometer
Effective July 1, 2009 – 50 cents/kilometer
2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use his/her personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.

[B.10.4 and B.10.5 do not apply in School District No.27 (Cariboo-Chilcotin).

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

ARTICLE B.11 BENEFITS

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

Local Provisions:

2. **Benefits, Enrollment and Notice**
 - a. The Board shall provide each teacher with an application or enrolment form for participation in the medical, dental, extended health and group life insurance benefit plans, and the Teachers' Pension Plan. In the event a teacher does not wish to participate in any particular benefit plan where opting out is an option, the application or enrolment form must be so noted by the teacher and kept on file by the Board.
 - b. The Board shall advise each teacher by letter at the end of September and all teachers hired subsequent to that date at the end of the first month of employment, of those benefit plans available to teachers, the cost of those plans, and of those plans in which the teacher is enrolled.
 - c. The Board shall ensure that, when possible, benefit plans begin on the first day of the month following the date of employment. Benefits coverage shall be extended to the end of the next teaching month following a deduction of premiums.

- d. The Board shall provide the Association with a copy of all master teacher benefit plans and shall annually provide the Association with a copy of the financial- actuarial statements for all teacher benefit plans as provided to the Board by the carrier.
- e. The coverage under these plans shall not be altered or amended without prior agreement by the Association nor the carrier changed without prior consultation with the Association.
- f. Provided that the teacher pays the appropriate share of the cost of premiums, the Board shall continue to pay its share of benefit premium costs for a teacher who has been participating in the plan who is:
 - i. on statutory maternity leave, or in the case of adoption or parental leave for up to twelve (12) weeks;
 - ii. on educational leave; the cost of which, upon the teacher's return to the District, will be forgiven by 25% for each year of service after the leave;
 - iii. receiving benefits from the Workers' Compensation Board;
 - iv. laid off under Article C.3 Layoff, Recall and Severance and retains rights of re-engagement (for a maximum of three (3) months);
 - v. on any other leave agreed to by the Board and the Association where benefit continuation is agreed upon.
- g. Teachers shall be entitled to continue benefit coverage by making post dated cheque payments to the Board as necessary to maintain benefits for their share and the Board's share of the premiums of the benefit plan if they are on any extended leave of absence not covered in Article B.11.2.f above. The Board shall provide to each teacher who is to commence a leave, all relevant information regarding benefits which are provided by this agreement and what action by the teacher may be required to maintain membership in the College of Teachers.
- h. Part time teachers shall be eligible to participate in all benefit plans and the sharing of the premium costs between the teacher and the Board will be:
 - i. for .4 FTE and greater, the same as for full time teachers;
 - ii. for less than .4 FTE, the Board's normal share will be pro-rated according to the FTE appointment.

Where a bona fide job-sharing situation exists where the teachers share parts of a school year rather than parts of a school day, the teachers will be entitled to benefits according to this article for the full year based on the proportion of the school year that each teacher works in that job-sharing arrangement.

3. Group Life Plan

The Board and participating teachers will share 75% and 25% respectively in the premium cost of the BCTF/BCSTA group life plan "B".

Any premium contributed by the Board toward the total premiums payable under this policy for insurance on the life of a teacher, shall be deemed to be applied first to the full premium for the first \$25,000 of insurance.

The balance of the premium contributed by the Board (if any) shall be deemed to be applied to those amounts of insurance (if any) in excess of \$25,000.

4. Medical Services Plan

The Board will pay 100% of the premium costs of the basic coverage provided in the Medical Services Plan of British Columbia. The Board will pay 100% of the premium costs in the Extended Health Benefits Plan (EHB) on behalf of all teaching staff. In addition, the Board will pay 100% of the premium costs for EHB riders in respect of increased lifetime limit, hospital co-insurance, vision care, audio care and supplemental travel rider.

5. Salary Indemnity Plan

- a. The members of the Association shall participate in the BCTF Salary Indemnity Plan (Short Term and Long Term) and pay 100% of the premium costs.
- b. The Board will pay 100% of all other premium benefit costs while on Short Term Disability and for one year while on Long Term Disability.

6. Dental Plan

The Board and participating teachers will share 75%/25% respectively in the costs of the Medical Services Association Dental Plan - \$1,000 limit on orthodontics.

7. Death Benefits

- a. The Board shall pay all benefit premium costs on behalf of a teacher's spouse or dependents for three (3) months from the death of the teacher.
- b. The Board will pay to the estate of the deceased teacher the full month's salary for the month in which the teacher's death occurred.

8. Employee Assistance Plan

The Board shall pay 50% of the cost of an employee assistance plan mutually agreed to by the Board and the Association. The plan will continue to be operative with continued mutual agreement.

The employees' portion of the cost shall be paid by salary deduction.

ARTICLE B.12 CATEGORY 5+ [Effective September 1, 2007]

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

Transition Process

Note 1:

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

Note 2:

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

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

ARTICLE B.20 PLACEMENT ON SCALE

1. At the time of being hired, the Board shall advise the teacher, in writing, of the documentation required to establish certification, or re-certification, and initial scale placement.
2. The Board shall notify the teacher, in writing, of the initial category and experience placement that has been assigned.
3. Placement of a teacher on salary schedule shall be in accordance with the teacher's categorization as most recently determined by the Teacher Qualification Service and the teacher's years of service.
4. Should a teacher not have TQS documentation, the initial level of pay shall be at the category anticipated by the Board. Teachers shall present TQS documentation to the Board without delay when it is received.

If, after the expiration of five (5) months from the date of hiring, the required documentation has not been presented to the Board, then the teacher's rate of pay will be reduced by one category and the Board shall recover the overpayment over a three month period. Upon receipt of the required documentation and provided the documents support the original scale placement, the recovered amount will be refunded in the next pay period.

Should the Teachers' Qualification Service determine a teacher's category to be lower than that at which the teacher has been paid, the teacher's rate of pay shall be adjusted and the Board shall recover the overpayment in equal installments over the three (3) months following notification of the teacher's TQS category. In no-event will over-payment amounts be left uncollected by the end of the school year or the expiration of a teacher's temporary contract.

Should an upward adjustment be required on receipt of TQS documentation the adjustment will be retroactive to the time of the initial placement. Such documentation must be presented within twelve months of the date of appointment. The adjustment will be paid in the next pay period or within five (5) teaching days, whichever is preferred by the teacher.

Article B.22.3 (Adjustments Due to improved Status) applies to situations beyond the teacher's control.

5. In the event that an employee wishes to appeal placement on the salary scale for category and/or experience, the employee may apply in writing to the Salary Grid Placement Committee for adjustment. If the employee wishes to appeal further, the grievance procedure shall apply.
6. 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 problems related to salary grid placement and allowances.
7. Upon receipt of documentation which establishes that an initial salary category placement is incorrect, a salary adjustment shall be effective retroactive to the time of the initial placement. Such documentation must be presented within twelve months of the date of appointment. The adjustment will be paid in the next pay period or within five teaching days, whichever is preferred by the teacher.

Article B.22.3 (Adjustment Due to Improved Status) applies to situations beyond the teacher's control.

8. The Board shall notify the teacher in writing of the final category and experience placement that has been assigned as soon as it has been established.
9. Teachers granted Category 2 or 3 standing by TQS shall be paid as if they held Category 4 standing.
10. Teachers who are granted a Category 4 standing by TQS and who hold a Bachelor of Education Degree or the equivalent from a recognized university shall be paid at Category 4+.

11. [Effective September 1, 2007, B.20.12 of this Article is replaced by PCA B.12. See also Letter of Understanding No. 14 for Transitional Provisions.]

Subject to the conditions included in this article, a teacher with a Teacher Qualification Service Category 5 and an additional 15 units (UBC), or the equivalent, of acceptable credit shall be paid on the Category 5 plus 15 scale, effective September 1, 1991.

- a. The acceptability of the additional 15 units shall be subject to the following:
 - i. The credits earned are for senior university courses numbered 300 (UBC equivalent) or higher at an accredited university acceptable to the Teachers' Qualification Service. The courses must reflect concentration in a field directly related to education.
 - ii. A standing of 65% or higher must be obtained for all courses with the exception of one course for which a standing of 60-64% will be accepted.
 - iii. Credit shall be calculated in accordance with the equivalency criteria established by the Teacher Qualification Service.
 - b. The credits earned must not have been used for present or prior certification and/or salary categorization.
 - c. Application, including copies of the most recent university transcript, for placement on the Category 5 plus 15 scale must be submitted to the Superintendent of Schools.
 - d. The Category 5 plus 15 scale is defined as the Category 5 Scale plus 50% of the differential between Category 5 and Category 6 at the experience level verified for the teacher.
12. Persons holding a Letter of Permission, the Developmental Standard Term Certificate, or the First Nations Language Certificate shall be placed and remain on the first step of Category 4. However, an individual may be placed at the first step of a higher category when, in the opinion of the Superintendent, a program of post-secondary studies appropriate to the teaching assignment or equivalent to a recognized teacher education program has been successfully completed.
13. Speech and language pathologists shall be placed on the salary scale at the category which is most nearly equivalent to the category of teachers based on the years of university training in the discipline.

Full credit shall be awarded for experience as a speech and language pathologist or for experiences as a teacher subject to the provisions of Article B.23 (Experience for Salary Purposes).

ARTICLE B.21 ALLOWANCES

Allowances, as follows, shall be paid in addition to the salary schedule:

1. Coordinators shall be paid an allowance of 8% of Category 6 MAX plus one (1) increment of \$337 for each year of experience as a coordinator in the district, to a maximum of two (2) increments. The increment shall be increased as follows:
 - a. July 1, 2006: \$345.43
 - b. July 1, 2007: \$354.07
 - c. July 1, 2008: \$362.92
 - d. July 1, 2009: \$371.99
 - e. July 1, 2010: \$379.43

2. Elementary counsellors with more than three (3) schools and school psychologists shall be paid an allowance of 4.32% of Category 6 MAX plus one (1) increment of \$337 for each year of experience as an elementary counsellor or school psychologist in the district, to a maximum of two (2) increments. The increment shall be increased as follows:
 - a. July 1, 2006: \$345.43
 - b. July 1, 2007: \$354.07
 - c. July 1, 2008: \$362.92
 - d. July 1, 2009: \$371.99
 - e. July 1, 2010: \$379.43

3. \$25,500 will be made available to fund Department Heads. This fund will be administered by the Superintendent in consultation with the school administrative officers and department heads concerned. The fund shall be increased as follows:
 - a. July 1, 2006: \$25,625
 - b. July 1, 2007: \$26,266
 - c. July 1, 2008: \$26,923
 - d. July 1, 2009: \$27,596
 - e. July 1, 2010: \$28,148

4. Teachers in the rural schools identified below, will receive an annual rural travel allowance equivalent as follows:
 - a. to five (5) return trips to Williams Lake in the first year.
 - b. to ten (10) return trips to Williams Lake in the second and subsequent years.
 - c. teachers in Naghtaneqed will receive an allowance of 150% of the allowance identified in Article B.21.4.a or B.21.4.b above.

- d. The benefit will be available to part-time teachers pro-rated to their full-time equivalent appointment.

Alexis Creek	Anahim Lake
Likely	Naghtaneqed
Tatla Lake	Dog Creek

ARTICLE B.22 ADJUSTMENTS DUE TO IMPROVED STATUS

1. Where a teacher completes satisfactorily a program resulting in a change in certification and/or salary category on or before August 31, and makes application together with proof to the Board on or before December 31, the resulting change in salary placement will be effective from September 1 of that year.
2. Where a teacher completes satisfactorily a program resulting in a change of certification and/or salary category between August 31 and December 31 and makes application together with proof to the Board on or before March 31, the resulting change will be effective from January 1 of that year.
3. If there is a delay beyond the control of the teacher that results in the teacher not being able to show proof on the dates required in a) and b) above, the teacher shall notify the secretary treasurer of the delay in writing by those same dates. When the proof is then provided, the salary placement will occur as if the proof was submitted within the deadline. Otherwise, the adjustment will be effective from the first of the month in which the Board receives notification.
4. For all applications for a change in salary placement resulting from a change in certification and/or salary category, documentation from the TQS and/or the College of Teachers will be considered proof of change.

ARTICLE B.23 EXPERIENCE FOR SALARY PURPOSE

Full credit for teaching and administrative officer experience shall be awarded upon proof that experience was gained in government supported, inspected and supervised public schools of Canada, United States or the Commonwealth. On the recommendation of the Superintendent, other school experience may be deemed acceptable as experience for salary purposes.

Teaching experience shall be defined as follows:

1. Ten (10) months of full-time experience, or its equivalent, shall constitute a year's experience for increment purposes. The foregoing in a) notwithstanding, a teacher hired after the commencement of the regular work year shall be granted one (1) year of experience for salary purposes upon completion of a minimum of eight (8) months of full-time teaching, or its equivalent.
2. Periods of part-time teaching and short-term appointments of one (1) month or more may be added together for accumulation of years of experience credit.

3. Experience credit shall be earned for:
 - a. Secondment to the Association, the BCTF or the Canadian Teachers' Federation.
 - b. Secondment to the Ministry of Education.
 - c. Secondment to a recognized Canadian university or college.
 - d. Secondment to the College of Teachers.
 - e. Service with Canadian Universities Service Overseas, the Canadian International Development Agency or World University Services.
 - f. Board paid leaves of absence.
 - g. Absence for up to eighteen (18) weeks on maternity leave.
4. Credit shall be granted to industrial education teachers with a teaching license or a standard certificate for experience gained in another occupation as follows:
 - a. Apprenticeship training, or its equivalent, and journeyman training, or its equivalent, is recognized for salary purposes to a maximum of three (3) years. Additional years' credit may be awarded on the recommendation of the Superintendent.
 - b. Teachers employed by the Board who subsequently acquire a professional certificate will maintain any such experience credit previously awarded.
5.
 - a. Salary increments shall be added on the month immediately following the accumulation of a year of experience as defined in this article.

ARTICLE B.24 PAYMENT BEYOND REGULAR WORK YEAR

If requested by the Board, a teacher may elect to work on curriculum or program development, tuition, instruction or counselling services beyond the regular work year. In such cases, the teacher shall be paid 1/195 of their regular salary scale placement for each day worked as approved by the Superintendent. The number of days to be paid will be stated in the original request.

ARTICLE B.25 SALARY PROTECTION

No teacher shall suffer a loss of salary or benefits as a result of implementation of this agreement, unless agreed to by both parties.

ARTICLE B.26 TRAVEL AND MEAL EXPENSES

Teachers who are required to travel in fulfilling their duties shall be reimbursed as follows:

1. In-District Expenses
 - a. Mileage

[See Article B.10 Reimbursement for Mileage and Insurance.]
 - b. Accommodation, Meals

Teachers required to travel at Board expense, as approved by the Superintendent, shall be reimbursed the actual hotel accommodation and travel expenses as supported by receipts. The amount of reimbursement for meals will be \$7 - breakfast, \$8 - lunch, \$15 - dinner.
2. Out-of-District Expenses
 - a. Mileage/Air Fare

The rate of reimbursement for travel, approved by the Superintendent, outside the district shall be the air fare or the vehicle mileage rates mentioned in Article B.10, whichever is more economical and/or practical.
 - b. Meals

Meals will be reimbursed at the rates of \$9 - breakfast, \$11 - lunch, \$20 - dinner.
 - c. Incidentals

\$6 per day will be paid for incidental expenses such as phone calls home and other minor expenses for which receipts are not normally available.
 - d. Hotels, Taxis, Parking, Etc.

Actual lodging expenses, as well as taxi/airporter fare, parking fees, etc., will be reimbursed upon submission of receipts.

If accommodation is in a private home, \$15 per day shall be reimbursed [including incidental expenses as per Article B.26.2.c above] - no receipts required.
3. In the event that Board policy is amended to provide expense reimbursement at rates greater than those mentioned above, the rates in Board policy shall be those that apply.

ARTICLE B.27 CANADA SAVINGS BOND PAYROLL DEDUCTION

The Board shall offer employees the opportunity to participate in the Canada Savings Bond payroll deduction plan.

ARTICLE B.28 FIRST AID

1. When the Board is required by the WCB Regulations to have a first aid attendant with an Industrial First Aid Certificate in a school, and a teacher is the attendant, the Board shall pay \$408 per annum to the teacher. This amount shall be increased as follows:
 - a. July 1, 2006: \$418.20
 - b. July 1, 2007: \$428.66
 - c. July 1, 2008: \$439.38
 - d. July 1, 2009: \$450.36
 - e. July 1, 2010: \$459.37
2. No individual teacher shall be required to be the attendant.
3. The Board shall reimburse the teacher the applicable course fees for the renewal of the certificate upon successful completion of the course.
4. If a teacher, with Board approval, takes a recognized first aid course, the Board shall reimburse the teacher the applicable course fees, upon successful completion of the course.

ARTICLE B.29 MOVING-RELOCATION EXPENSES

1. Teachers required by the Board to transfer, where such transfers necessitate a change of community of residence, shall be reimbursed for reasonable moving expenses.
2. The expenses must be based on at least two quotations from commercial moving companies and have prior approval of the Board.
3. This clause shall also apply when a teacher returns from a leave of absence and is assigned to a school in a different community.
4. If a teacher chooses not to move, a one time per transfer cash allowance of \$1530 will be paid. This amount shall be increased as follows:
 - a. July 1, 2006: \$1,568.25
 - b. July 1, 2007: \$1,607.46
 - c. July 1, 2008: \$1,647.65
 - d. July 1, 2009: \$1,688.84
 - e. July 1, 2010: \$1,722.61

5. The transfer or new assignment must be more than fifty (50) kilometers from the teacher's former school and current residence.

ARTICLE B.30 TEACHERAGES

1. Where teacherages are provided for occupancy by teachers, a monthly rent will be charged. The rent will take into account whether the teacherage services a Category 1 or a Category 2 school, and will also reflect the type and size of the teacherage.
2. There will be a Joint Tenancy Agreement Committee with at least three (3) representatives of the Association. This Committee will review all issues regarding teacherages, including rates, upkeep and need. Tenancy agreements, including rental rates will be reviewed annually by the Joint Tenancy Agreement Committee and will be finally determined by the Board no later than April 30 of each year. Any change in rental rates will take effect on the following September 1.
3. For the purpose of this article:
 - a. Category 1 schools are: Naghtaneqed, Tatla Lake, Anahim Lake, Dog Creek.
 - b. Category 2 schools are: Alexis Creek.
4. Teachers remaining at the same school will have access to, and use of, that teacherage during the summer months.
5. Teachers remaining at the same school or moving from one rural school in the District to another rural school within the District, will not be required to pay rental fees for the months of July and August.
6. When a teacherage is not available in the District and is deemed necessary by the Board, other accommodation will be pursued and a subsidy shall be provided by the Board, covering those costs in excess of normal teacherage rent.
7. Should a rural school open or reopen, then the category placements of that school shall be decided by mutual agreement of the two parties.

ARTICLE B.31 TEACHERS' TRAVEL PROVISIONS

1. Teachers in schools identified below, who are appointed for greater than .4, shall be granted a leave of absence with no reduction in pay for two (2) days each school year to travel to the closer of Williams Lake or 100 Mile House; and shall be paid the mileage plus one (1) day's meal allowance and one (1) night's lodging for each trip. A receipt is required for the lodging.

2. Teachers who are appointed for .4 or less or who are appointed for four (4) months or less shall receive one (1) day of leave in each school year with no reduction in pay. Taking leave under this provision will not result in a teacher receiving pay in addition to his/her regular salary.
3. Teachers who are appointed for .4 or less or who are appointed for four (4) months or less shall receive mileage, meal and lodging, prorated to their FTE appointment.
4. The clause applies to teachers in the following schools:

Alexis Creek, Anahim Lake, Dog Creek, Likely, Naghtaneqed, and Tatla Lake.

ARTICLE B.32 TEACHER IN CHARGE

1. The Principal shall appoint a teacher-in-charge from among those teachers expressing interest in the position. If no teacher expresses an interest the Principal may assign the duties of teacher-in-charge to a teacher.
2. In the event all administrative officers in a school are absent for a full school day the Principal shall appoint a teacher-in-charge.
3. A teacher-in-charge may be requested to assume responsibility for the school when all administrative officers are away from the building. When this occurs the following shall apply:
 - a. For each full school day, an allowance will be paid of 1/400 of the difference between the teacher's salary and the salary that would have been paid to that teacher if appointed as Principal of the school. The teacher-in-charge shall strive to assure that the safety of students and the security of the school are maintained, and shall deal with such emergent matters as may arise with required assistance from District Staff. Routine attendance recording and information reporting, as required, shall be maintained. However, the teacher-in-charge shall not be responsible for major administrative or managerial duties, and specifically shall not have supervisory responsibilities in relation to other teachers.
 - b. For each full school day, a teacher-on-call shall be hired for the teacher-in-charge in schools where the administrative time is one (1) FTE or greater.
 - c. After five consecutive teaching days the allowance in part a) shall be increased to 1/200 retroactive to the first day. The teacher-in-charge shall assume all administrative responsibilities except for the evaluation of teachers.
 - d. The assignment of a teacher-in-charge shall not be considered to be interrupted by:
 - i. a non-instructional day,

- ii. a public holiday,
 - iii. a school shut-down, including strike or lockout,
 - iv. the return to work from illness of the administrative officer for two days or less,
 - v. an illness of the teacher-in-charge of two (2) days or less in duration,
 - vi. a court appearance in accordance with Article G.24 (Court Appearance).
 - vii. For schools where the administrative time is less than one (1) FTE, after five (5) consecutive teaching days, a teacher-on-call shall be hired for the teacher-in-charge for the amount of administration time approved for the school.
4. While acting as Teacher-In-Charge, a teacher will not be required to perform direct noon-hour supervision duties, however that teacher shall be available on-site to provide support for those who are supervising students.

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:

This Article applies only to employees who hold a continuing contract with the Board.

7. Principle of Security

Increased length of satisfactory service in the employment of the Board entitles employees to increased security of teaching employment.

8. Definition of Security

- a. In this agreement, the term "seniority" applies to an employee on continuing appointment and to his/her aggregate length of service in the employment of the Board, inclusive of service under temporary appointment and part-time teaching and as an Administrative Officer. Part-time teaching shall be credited for the purposes of seniority as if it were full-time teaching.

In addition to the foregoing, the seniority for an employee under 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.

- b. When the seniority of two or more employees is equal pursuant to Article C.2.8.a above, the employee with the greatest continuous present employment with the Board 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 above, the employee with the greatest aggregate length of service with another school authority recognized for salary experience purposes in this agreement shall be deemed to have the greatest seniority.
- d. When the seniority of two or more employees is equal pursuant to Article C.2.8.c above, the employee who shall be deemed to have the greatest seniority shall be the one with the earliest appointment to the teaching staff of the district, that date to be determined by the date appearing on the letter of appointment.
- e. For the purposes of this clause, leaves of absence in excess of one month shall not count toward aggregate length of service with the Board, except:
 - i. maternity leave
 - ii. parental leave in accordance with G.26.3.b. (Maternity Leave) or G.28 (Parental Leave)
 - iii. educational leave
 - iv. parenthood leave
 - v. leave for duties with the Association, the BCTF or the CTF
 - vi. secondment to the Ministry of Education, a faculty of education or any other professional teacher organization, or pursuant to a recognized teacher exchange program
 - vii. long-term sick leave
 - viii. leave for teaching with the Department of National Defence, CUSO, CIDA and WUSC
 - ix. compassionate care leave (Article G.2)

9. Seniority Lists

The Board shall, by October 15 of each year, forward to the Association and each worksite a list of all teachers employed by the Board, setting out the length of seniority, in order, as of September 1 of that year in accordance with Article C.2.8 above.

ARTICLE C.3 LAYOFF, RECALL AND SEVERANCE

This article applies only to teachers who hold a continuing contract with the Board.

1. Definition of Qualifications

For the purposes of this article, “necessary qualifications” are defined as the academic training, experience and special skills and abilities requisite to the duties and responsibilities of the available position. Determination of qualifications may include examination of written reports and references.

2. Security of Employment Based on Seniority and Qualifications

- a. When, for bona fide educational or budgetary reasons beyond its control, the Board determines that it is necessary to reduce the total number of teachers employed by the Board, the teachers to be retained shall be those who have the greatest seniority, provided they possess the necessary qualifications as defined in Article C.3.1 above for the positions available.

3. Surplus Teachers/Layoffs

- a. If, in the process of effecting a reduction in the total number of teachers employed by the Board or in the process of reducing the number of teachers in a school, district department or district program, the Board must reassign teachers, the Board shall reassign those teachers declared to be surplus to the requirements of schools, district departments, or district programs.
- b. For the purpose of this article, the surplus teacher(s) shall be those who:
 - i. in the opinion of the Superintendent are not qualified to fill any of the remaining positions; or
 - ii. in the event the Superintendent is unable to determine on the basis of qualifications alone which teachers are surplus, possess the least district-wide seniority.
- c. Each teacher declared surplus shall receive written notice of that declaration and that shall constitute a thirty (30) calendar day notice of layoff in the event that the reassignment process described in this specific article does not result in that teacher being placed in another position in the district. A copy of the notice is to be forwarded to the Association.
- d. The notice shall include reasons for the surplus declaration, a list of all vacant positions available at the time of the declaration and a list of those positions in respect of which the Board proposes to retain a teacher with less seniority.

- e. Reassignment shall be offered to surplus teachers on order of their seniority and in accordance with the following process:
 - i. Each surplus teacher shall, within five (5) days of receipt of the list referred to in Article C.3.3.d forward to the Superintendent a list in which the teacher states in priority order all of the positions included in the list referred to in Article C.3.3.d to which he or she is willing to be assigned. The teacher shall include a statement of his or her “necessary qualifications” in accordance with the definition in Article C.3.1 above and may include any documentation which the teacher believes to be relevant.
 - ii. The Superintendent shall respond within seven (7) days and the teacher shall be assigned to the position of his or her highest priority and for which the teacher has the necessary qualifications and seniority.
 - iii. Should the teacher, in the opinion of the Superintendent, not possess the necessary qualifications and seniority for any of the positions to which the teacher is willing to be reassigned, that teacher shall elect either placement on the recall list or severance.
 - iv. If the reassignment of a surplus teacher results in the displacement of another teacher, that teacher and the Association shall receive the notice as per Article C.3.3.c above and the teacher shall have the same rights of reassignment.

4. Teachers’ Right of Recall

- a. Teachers declared surplus or laid off pursuant to Article C.3.3 above and who are not subsequently reassigned shall be eligible for placement on the recall list. It is the responsibility of a teacher on recall to apply for vacancies pursuant to Article E.25 (Posting and Filling of Vacant Positions).
- b. A list of teachers eligible for recall shall be submitted to the Association.
- c. The Board shall allow thirty (30) days from acceptance of an offer of employment made to a teacher on the recall list for the teacher to commence teaching duties. The Board and the teacher may mutually agree to extend this time limit.
- d. A teacher’s right of recall under this article is lost if:
 - i. the teacher elects to receive severance pay under Article C.3.9 of this article; or
 - ii. the teacher has not been re-engaged by the October 31 following the lapse of two years after termination.

- e. A teacher's right of recall will not be lost with an appointment to a temporary vacancy or to a position which is less than the FTE appointment held prior to layoff.
- f. It is the responsibility of the teacher seeking re-engagement to inform the office of the Superintendent of any change of name, address or telephone number.

5. Retraining

A teacher given notice as per Article C.3.3 shall be granted, upon application, a leave of absence for one (1) year for retraining, after which re-engagement rights as per Article C.3.4 will be extended, subject to the following:

The teacher shall request the retraining leave in writing to the Superintendent, stating the type of retraining planned which is acceptable to the Superintendent. Proof of successful completion of the retraining courses must be provided before re-engagement rights are extended.

A teacher who retains rights of re-engagement shall be entitled to make application for grants from the Board, for the purpose of retraining for available positions.

6. Recall List

The Board shall maintain a recall list. Copies of that list will be sent to each person on that list and the Association at least once during the fall and once during the spring term each year.

7. Sick Leave

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

8. Benefits

A teacher who retains rights of re-engagement pursuant to Article C.3.5 above shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in the regular salary agreements, subject to the approval of the insurance carrier and provided the teacher is not otherwise employed and eligible for equivalent benefits.

The Board shall continue to pay its share of benefit premium costs for the first three (3) months. Thereafter, the teacher shall pay all costs.

9. Severance Pay

- a. Severance 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. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of the teacher's termination.

- b. A teacher on the recall list may choose to receive severance pay:
 - i. in a lump sum
 - ii. in monthly installments to a maximum of ten (10) regular teacher pay periods
 - iii. by direct payment to an RRSP as approved by Revenue Canada and as selected by the teacher.

The teacher will elect to take severance pay within six (6) months to the effective date of layoff provided that the six (6) month interval includes the months of September and October.

- c. A teacher who receives severance pay pursuant to this article and who is subsequently rehired by the board, shall be entitled to retain all, or any portion of the severance pay; however, those years of service used to generate the severance pay that are retained by the teacher may not be used for determining severance pay at the time of any subsequent termination of employment.

ARTICLE C.20 CERTIFICATED TEACHERS ON CALL

All certificated teachers-on-call hired must be members of the College of Teachers, of the Association and of the BCTF and on the Board's list of teachers-on-call. A teacher shall be deemed to be on the list and a member of the foregoing organizations at the time that they have completed the application and membership sign-up forms and have been approved for inclusion on the list by the Superintendent of Schools.

All teachers on call shall be requested in writing in June to indicate whether they wish to remain on the list of TOC. Should a teacher-on-call not respond in writing and be unavailable for work for a period of five months, except by reason of being appointed to the staff of the district, the name of that person shall be removed from the list of teachers-on-call.

The Superintendent of Schools shall not exclude certificated teachers from the list, other than for the reason noted above, except for just and reasonable cause.

1. The Board shall maintain a list of qualified, certificated teachers approved by the Board as teachers-on-call. A copy of this list shall be sent to the Association in September and in January of each year with updates as they occur. As part of the application process, teacher-on-call candidates will be required to identify specialties, areas of competency, areas in which they are prepared to teach and geographic areas and schools in which they are prepared to work.

The district teacher-on-call list will be maintained on a continuous basis and, once placed on the list, a certificated teacher-on-call will remain on that list subject to the provisions of this agreement.

2. Hiring preference will be given to certificated teachers-on-call.

3. Where and when a central dispatch system is operative, arrangements with and for teachers-on-call shall be made, by members of the Association or by administrative officers, through that system.
4. A reasonable attempt shall be made to contact each appropriately qualified and available certificated teacher-on-call before a non-certificated substitute is employed for any absence. Where, in the initial instance, a non-certificated substitute has been employed, a reasonable attempt will be made to employ a certificated teacher-on-call for each subsequent day of the absence.
5. In the event that a teacher is absent due to illness, an approved leave of absence, or a secondary field or athletic trip, a teacher-on-call or, in accordance with Article C.20.4 above, a non-certificated substitute, will be hired on the first and subsequent days of the absence. If the teacher absent holds a position or possesses an assignment in which direct instructional service is not required on a particular morning, afternoon or day, the administrative officer shall determine whether or not a teacher-on-call is to be hired.
6. When a teaching position is temporarily vacant due to a teacher absence of more than twenty (20) continuous teaching days, the vacancy shall be posted and filled by a temporary appointment or when a teacher-on-call completes twenty (20) days of continuous teaching in the same assignment, a temporary appointment shall be granted retroactive to the first day of the assignment. In the latter event and where it is known that the absence is to extend for a period of one (1) month or more in a school year, a vacancy shall be posted and filled by a temporary appointment.

ARTICLE C.21 TEACHING ASSIGNMENTS

1. In timetabling and preparing teacher assignments, a number of factors are to be considered, including:
 - a. the number of course preparations and subject areas involved;
 - b. staff qualifications, training, and experience;
 - c. teacher preference;
 - d. available facilities;
 - e. Intentionally Left Blank / Removed by Legislation
 - f. scheduling of full preparation time entitlement.
2. Timetabling and teaching assignments shall not be used for disciplinary reasons.
3. Special consideration will be given to the needs of beginning teachers.

4. A staff meeting shall be held prior to May 31 in each school year for the purpose of discussing the school organization including teaching assignments and preparation time for the next school year.

Should any reorganization of teaching assignments be anticipated during the regular work year, a meeting with all interested teachers shall be held to discuss the reorganization, with written notice given to all teachers at least one working day prior to the meeting.

5. A teacher may appeal any assignment to the Principal. If a concern still exists, the teacher may appeal the assignment to the Superintendent. The Superintendent will respond within five teaching days.

ARTICLE C.22 TEACHER EVALUATION

1. The primary purpose of a summative evaluation is to provide a performance appraisal of the teacher being evaluated.
2. All summative reports on a teacher shall be in writing and prepared independently. No teacher shall be evaluated solely because the teacher has moved to a different school or changed positions.
3.
 - a. A report on the learning situation and general work of a teacher may be written at any time but not less than once every four (4) years. A report may be written upon the request of a teacher and agreed to by the Superintendent. This request must be received in writing before January 31 of the school year.
 - b. From the date of ratification of this agreement by both the Association and the Board until May 30, 1994 or another date set by mutual agreement, the requirement for a report to be written upon the learning situation and general work of a teacher at least once every four years shall be suspended and the provisions of the Letter of Understanding which is attached to this agreement shall apply. Reports written during this period shall be restricted to those written at the request of the teacher and those written in the event that a principal or other officer of the Board is concerned that a learning situation may be less than satisfactory.

Should mutual agreement on the letter of understanding referred to in this section not be reached, this section shall be without effect.

Evaluations which have been initiated prior to the date of ratification of this agreement, and for which at least one observation session has been completed by that date, shall be completed.
4. Only those aspects of the learning situation and general work for which the teacher is responsible may be commented on in the report. Reports will note any difference between a teacher's assignment and professional training.

5. Union and/or extra-curricular activities shall not be commented upon unless requested by the teacher.
6. The criteria used in the report will be developed or amended jointly by the Board and the Association and placed in Board Policy. Until such time as these criteria have been developed, current practice in the use of criteria in the evaluation of teachers will apply.
7. If mutually agreed, additional criteria to that in Policy may be used as part of the report.
8. When the evaluation process is undertaken for the purpose of a report on a teacher, the following shall apply:
 - a. The teacher will be given at least thirty (30) days notice, in writing, of the commencement of the process.
 - b. The letter referred to in Article C.22.8.a shall contain a request that the teacher meet with the evaluator prior to the commencement of the process in order to discuss the process and the criteria to be used. The refusal of the teacher to meet with the evaluator shall not delay the commencement of the evaluation process except by mutual agreement.
 - c. The report shall be based on not less than three(3) nor more than eight (8) classroom observations which shall occur in a period of not less than two (2) not more than five (5) months exclusive of the period of notification. If mutually agreed, more observations may be arranged.
 - d. The teachers and report writer shall agree on the scheduling of a least two (2) of the observations. In rural situations, one of the observations will be arranged with the teacher in advance.
 - e. Following each observation the report writer shall discuss the observations with the teacher and provide a copy of the written notes made during the observation before the next observation. The teacher shall be informed of the right to be accompanied by a representative of the association.
 - f. A draft copy of the report prepared by the report writer shall be given to the teacher with the opportunity to discuss it at least forty-eight (48) hours prior to the preparation of the final report. Teachers shall be advised of the right to be accompanied by a representative of the association.
 - g. The final report shall be filed in the teacher's file at the School District office. Only three (3) copies of the final draft shall be made:

one (1) for the teacher
one (1) for the district personnel file
one (1) for the school – based file.

- h. A teacher, in receipt of a report, shall have the right to submit a written response which shall be attached to and filed as part of the report.
- i. Any report must be completed in the school year in which it was begun.

ARTICLE C.23 TEACHER ON CALL EVALUATION

1. Single Observation Reports

- a. An Administrative Officer or district administrator may elect to complete a Single Observation Report. The evaluator shall inform the teacher-on-call at least one (1) hour before the commencement of an observation session, but not more than thirty (30) days in advance, that the process is in progress.

- b. Such reports shall include comment with regard to instruction and/or human relationships/student behaviours and will include one of the following statements:

“The learning situation in (teacher-on-call’s name) classroom (or equivalent program descriptor) is, in my opinion, satisfactory. This is in accordance with the district’s policy of using only “satisfactory” or “less than satisfactory” to evaluate the learning situation.”

OR

“The learning situation in (teacher-on-call’s name) classroom (or equivalent program descriptor) is, in my opinion, less than satisfactory. This is in accordance with the district’s policy of using only “satisfactory” or “less than satisfactory” to evaluate the learning situation.”

- c. The criteria upon which comments are based in the report shall be criteria used for reports on teachers generally, for those aspects of the learning situation upon which comment is made.
- d. Following each observation session begun in accordance with Article C.23.1.a above, the report writer shall discuss the observations with the teacher-on-call and provide a copy of the notes made on the observation session. The teacher-on-call shall be informed of the right to be accompanied by a representative of the Association.
- e. A draft copy of the report prepared shall be given to the teacher-on-call with the opportunity to discuss it at least forty-eight (48) hours prior to the preparation of the final report. The teacher-on-call shall be advised of the right to be accompanied by a representative of the Association.
- f. The single observation report shall be filed with the Superintendent.

Only three copies of the final draft shall be made:

one (1) for the teacher
one (1) for the district personnel file
one (1) for the school-based file.

The teacher-on-call shall be advised of the right to file a written commentary which shall be attached to the single observation report when it is received by the Superintendent of Schools.

- g. In the event that a teacher-on-call receives three (3) consecutive “less than satisfactory” single observation reports in one school year, the Superintendent of Schools shall direct that a performance appraisal be completed in accordance with the process delineated in Article C.23.2 below. In the event that two (2) of the “less than satisfactory” single observation reports referred to in this section are completed by the same evaluator, the report completed in accordance with the process in section b) will be by a different evaluator.

The three (3) consecutive less than satisfactory observation reports shall not be written by the same evaluator.

- h. Prior to initiation of the report in accordance with Article C.23.2 below, the TOC shall be offered a plan of assistance appropriate to the development of an acceptable standard of performance as it pertains to the evaluation criteria. Where a plan of assistance is implemented it shall be completed before a second report is initiated.
- i. Should the result of the performance appraisal completed in accordance with the process delineated in Article C.23.2.a to Article C.23.2.g, below be that, in the opinion of the evaluator, the performance of the teacher-on-call is less than satisfactory, the name of the teacher-on-call may be removed from the district’s list of teachers-on-call.

2. Reports at the Request of a Teacher-On-Call

Notwithstanding provisions of Article C.23.1 above, a teacher-on-call may request that the Superintendent (or a designate) complete a performance appraisal provided that the request is filed by January 31 of the school year. Such performance appraisals shall be:

- a. based upon observations made over a period of not fewer than twenty (20) working days.
- b. conducted following written notice to the teacher-on-call that observations will begin on or after the tenth calendar day following the date of the written notice.
- c. subject to criteria generally applicable to teaching personnel. Only those aspects of the learning situation and general work for which the teacher-on-call is responsible may be commented upon in the report. Reports will note any difference between the professional training of the teacher-on-call and the duties assigned.

- d. based on not fewer than three (3) nor more than five (5) classroom observations.
 - e. Extra-curricular activities and/or union activities shall be reported upon only at the request of the teacher-on-call.
 - f. Following each observation the report writer shall discuss the observations with the teacher-on-call and provide a copy of written notes made during the observation before the next observation. The teacher-on-call shall be informed of the right to be accompanied by a representative of the Association.
 - g. A draft copy of the report prepared shall be given to the teacher-on-call with the opportunity to discuss it at least forty-eight (48) hours prior to the reparation of the final report. The teacher-on-call shall be advised of the right to file a written commentary which shall be attached to the report when it is received by the Superintendent of Schools and of the right to be accompanied by a representative of the Association.
 - h. the final report shall be filed in the teacher's file at the School District office. Only three (3) copies of the final draft shall be made:
 - one (1) for the teacher
 - one (1) for the district personnel file
 - one (1) for the school-based file.
 - i. Where a performance appraisal is completed at the request of a teacher-on-call and the result is that in the opinion of the evaluator the performance of the teacher-on-call is "less than satisfactory", the name of the teacher on call shall not be removed from the district's list of teachers-on-call before a second performance appraisal has been completed by a different evaluator.
 - j. Prior to initiation of the second report, the TOC shall be offered a plan of assistance appropriate to the development of an acceptable standard of performance as it pertains to the evaluation criteria. Where a plan of assistance is implemented it shall be completed before the second report is initiated.
 - k. Should the result of the second performance appraisal be that, in the opinion of the evaluator, the performance of the teacher-on-call is "less than satisfactory", the name of the teacher-on-call may be removed from the district's list of teachers-on-call.
3. The CCTA will be notified of any less than satisfactory reports issued under Article C.23.1 or C.23.2 above.

ARTICLE C.24 DISMISSAL FOR “LESS THAN SATISFACTORY PERFORMANCE”

1. The Board shall not dismiss a teacher other than a teacher-on-call on the basis of “less than satisfactory” performance of teaching duties except where the board has received at least three (3) consecutive reports pursuant to Article C.22 (Teacher Evaluation) of this agreement indicating that the learning situation in the class or classes of the teacher is less than satisfactory.
2. The reports shall be prepared in accordance with the following:
 - a. the reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) consecutive months exclusive of any approved leave of absence;
 - b. at least one (1) of the reports shall be a report of a Superintendent, an Assistant Superintendent, or a District Principal;
 - c. the other two (2) reports shall include only reports of:
 - i. a Superintendent or an Assistant Superintendent, or
 - ii. a Director of Instruction, or
 - iii. a District Principal, or
 - iv. the Principal of a school to which the teacher is assigned;
 - d. the reports shall be independently prepared by three (3) different evaluators.
3. Subsequent to the teacher receiving one (1) or two (2) “less than satisfactory” reports, the teacher:
 - a. may request a transfer to a mutually agreeable assignment;
 - b. may request a leave of absence for up to one (1) year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation(s) shall be undertaken within the balance of the twenty-four (24) months exclusive of the leave of absence period. Upon return to duty, the next evaluation will commence in not less than three (3) or more than six (6) working months.
 - c. shall be requested to participate in a plan of assistance appropriate to the development of an acceptable standard of performance as it pertains to the evaluation criteria. Where a plan of assistance is implemented it shall be completed before another report is initiated.

4. Upon receiving a third “less than satisfactory” report, the teacher will be given fifteen (15) days’ notice of the Board meeting to be held to consider the dismissal of the teacher. The teacher has the right to attend that meeting. If attending, the teacher will be accompanied by a representative of the Association.
5. The Association shall have the option of referring all dismissals resulting from this Article and all applicable documentation to Article A.6.6 or Article A.6.7 – Grievance Procedure.

ARTICLE C.25 DISCIPLINE/DISMISSAL FOR MISCONDUCT

The Board shall not discipline or dismiss any teacher save and except for just and reasonable cause.

1. Where a teacher is under investigation by the Board for any cause, the teacher and the Association shall be advised in writing of that fact and the particulars of any allegations immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation. In any event, the teacher and the Association shall be notified of those matters at the earliest reasonable time and before any disciplinary action is taken by the Board. The teacher shall be accompanied by a representative of the Association at any meeting in connection with such an investigation.
2. Unless the Association waives the right to such a meeting, the Board shall not suspend (other than a suspension to which Section 15(5) of the School Act reasonably applies) or dismiss a teacher unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present. With respect to this meeting:
 - a. the teacher and the Association shall be given seventy-two (72) hours notice;
 - b. at the time such notice is given, the teacher and the Association shall be given a full and complete statement in writing of the grounds for the contemplated action and all documents that will be considered at the meeting;
 - c. the Association, on behalf of the teacher, may file a written reply to the allegations prior to the meeting;
 - d. the teacher shall be accompanied by a representative and/or advocate appointed by the Association and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board, and to present witnesses on behalf of the teacher and to ask questions of clarification regarding the procedure and information.
 - e. the decision of the Board shall be communicated in writing to the teacher and the Association and shall contain a full and complete statement of the grounds for the decision.

3. 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 Article C.25.2 above, unless the right to such a meeting is waived by the Association.
4. The Association shall have the option of referring a grievance regarding a dismissal directly to arbitration provided for in Article A.6 (Grievance Procedure).
5. 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 three (3) working days prior to the first arbitration hearing.
6. 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 not convicted 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 wrong doing related to the charges.
7. Conduct of a teacher in non-school hours, off school premises, and which is not in connection with the employment duties of the teacher shall not be grounds for any form of discipline, unless in the opinion of the Board such conduct substantially impairs the teacher's ability to perform assigned teacher duties in a satisfactory manner.

ARTICLE C.26 TEMPORARY REDUCTIONS IN APPOINTMENT

1. A teacher with a continuing contract with the District may request, without prejudice to his/her present appointment, decreases to that appointment for a specified fraction of FTE and period of time. Decreases in teacher appointments are subject to the following:
 - a. that a written request for such a change be made to the Superintendent by February 28;
 - b. that suitable positions are available or can be arranged in the district for the FTE fraction and period of time requested;
 - c. that suitable replacement teachers, if required, are available after posting.
2. When such a request is granted, the teacher shall be entitled to return to his/her previous assignment if available, or a similar assignment, at the end of the specified period for which the part-time assignment was granted. The teacher may return to his/her previous assignment if available, or similar assignment, at an earlier date or may extend the period of part-time teaching by mutual agreement with the Board.
3. A teacher whose appointment is temporarily reduced shall be considered to be on leave for that portion of the appointment represented by the reduction in order that he or she may purchase pensionable service to provide for a full year of pension credit.

ARTICLE C.27 JOB SHARING

1. Two teachers, both currently holding continuing appointments to the teaching staff of the district, may jointly request a specified job-sharing assignment in respect of one of their positions so long as neither teacher gains an increase in appointment. Such requests will not be unreasonably denied.
2. Job-sharing arrangements may involve either
 - a. part-time teaching by both teachers, the total appointment not to exceed the percentage appointment of the position being shared, or
 - b. an arrangement, which does not involve part-time teaching, whereby each teacher works for the entire percentage appointment of the job being shared for part of the school year and is on leave-of-absence without pay for the remaining part of the year.
3. Written requests for job-sharing for the following school year must be received by the Superintendent not later than February 28.

ARTICLE C.28 PART TIME TEACHERS

1. Part-time Teachers are teachers as defined in Definitions.
2. Part-time teachers required, by an administrative officer, to attend a professional development day which falls on a day which is not the teacher's normal work day shall be paid for one day in accordance with Article B.24 (Payment Beyond Prescribed Days in Session).

ARTICLE C.29 TEMPORARY TEACHING APPOINTMENT

1. The Board shall appoint teachers on temporary contracts only for temporary vacancies lasting for a specific period of time of more than twenty (20) days, and lasting no longer than the end of the current school year. However, if the temporary vacancy being posted extends into the following school year, it may not necessarily be posted again.
2. A teacher shall be placed on a continuing contract after eight (8) consecutive months on a temporary appointment within a school year where he or she is rehired by the Board in the subsequent school year or where the teacher has accumulated fifteen (15) months under temporary contracts.
3. Notwithstanding b) above, if a teacher's original temporary appointment is for a period of time exceeding ten (10) months, that teacher will remain on a temporary contract. If the teacher is rehired at the end of that appointment, then the teacher shall be rehired on a continuing contract.

4. The Board agrees to provide the Association, by October 15th in each school year, a list of teachers hired on temporary appointments for the school year. The list shall include the total FTE consecutive months on temporary appointment in the service of the Board up to September 1 of that year.

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 SD 27 (Cariboo-Chilcotin).]

Local Provisions:

4. In each five (5) day week full time elementary teachers shall be entitled to a minimum of ninety (90) minutes of instructional time for preparation purposes free from instructional and supervisory duties.
5. Full time secondary teachers shall be entitled to 12.5% of instructional time for preparation purposes free from instructional and supervisory duties.
6. All part time teachers will be entitled to preparation time pro-rata to their FTE assignment.
7. Preparation time shall be scheduled in periods of not less than thirty (30) minutes.
8. In schools with four (4) or less FTE elementary teachers, the preparation time may accumulate to one hundred twenty (120) minutes before being utilized.
9. In the scheduling of preparation time, consideration will be given to the impact of holidays and non-instructional days (i.e. Mondays and Fridays) and the subsequent loss of preparation time. However, in the event that preparation time is lost for these reasons schools will not be rescheduled nor will other compensation be made.

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 REGULAR WORK YEAR

The parties agree that the school year shall be set in accordance with the School Act, and Regulations, the School Calendar Regulations, and with Ministerial Order 122/93 or subsequent order, if applicable.

ARTICLE D.21 ASSIGNED HOURS OF INSTRUCTION

It is understood that teachers, as professionals, carry out other duties essential to the process of instruction outside of the assigned hours of instruction.

1. An elementary teacher shall not be required to offer instruction for more than five (5) hours per day, or twenty-five (25) hours per five (5) day week, including a fifteen (15) minute recess and contractual preparation time.
2. A secondary teacher shall not be required to offer instruction for more than 5.5 hours per day, or 27.5 hours per five (5) day week, including class changes and contractual preparation time.
3. These assigned hours of instruction shall occur within a six and one-half (6.5) hour time period each day in elementary schools and within a seven (7) hour time period each day in secondary schools. This time period shall include a one (1) hour lunch break. Any reduction in a scheduled lunch break shall result in a commensurate reduction of the time period.
4. The hours of instruction for a part time teacher shall be pro rated to the hours of instruction offered for a full time equivalent appointment.

ARTICLE D.22 INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION

ARTICLE D.23 INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION

ARTICLE D.24 INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION

ARTICLE D.25

Teacher(s), integrating students with special needs, who are requested by the Board to attend in-service, consultative meetings, or training for days beyond the regular work year shall be compensated in accordance with Article B.24 (Payment Beyond the Regular Work Year) of the Collective Agreement.

ARTICLE D.26 EXTRA-CURRICULAR ACTIVITIES

1. Extra-curricular activities and programs are defined as being those aspects of pupils' school life which are beyond the provincially prescribed and locally developed curricula and which are beyond the regularly prescribed hours of instruction.

2. Extra-curricular activities and supervision at them are assumed by teachers on a voluntary basis.

A teacher volunteering for these activities also volunteers supervision of their participating students.

3. Hours of instruction or supervision shall not be increased to provide for extra-curricular activities. Teachers shall not be provided a reduction in their instructional or supervision time as compensation for supervising or sponsoring extra-curricular activities.
4. Extra-curricular activities shall not form any part of a job description, posting nor, in the event that the candidate is a member of the CCTA, an interview.
5. For the purposes of liability of the Board and coverage by the Board's insurers, teachers shall be considered to be acting in the employ of the Board while voluntarily involved in extra-curricular activities.

ARTICLE D.27 SUPERVISION DUTIES

1. A teacher shall not be required to perform school supervision duties during the school's regularly scheduled noon intermission.
2. A teacher shall not be required to perform more than sixty (60) minutes of regularly scheduled supervision per week.
3. A school teaching staff shall not have its total amount of weekly assigned supervision time increased as a result of implementing this clause.

ARTICLE D.28 STAFF MEETINGS

The Staff Meeting is a meeting involving the CCTA members at a work site, the Administrative Officers at the work site and, at times deemed appropriate, non-teaching employees and others. The attendance of those who are not CCTA members shall be at the discretion of the Principal in consultation with the Staff Representative and, wherever reasonably possible, shall be determined prior to notification of the meeting.

1. At least seven (7) days notice of regular staff meetings shall be given by the principal, with the exception of the first week of school in September. A written proposed agenda will be included with each notice. Emergency staff meetings may occur without said notice but the emergent matter shall be the only item on the agenda, unless mutually agreed.
2. All CCTA members assigned to a work site shall have the right to place items on the agendas of staff meetings for that work site.
3. Written minutes of staff meetings shall be kept and circulated to all CCTA members assigned to the work site.

4. CCTA members shall not be required to attend staff meetings:
 - a. prior to one (1) hour before classes begin or later than one and one-half (1 1/2) hours after dismissal of pupil;
 - b. during recess or during the noon intermission (except in emergency circumstances);
 - c. on weekends, holidays or other days when school is not in session.
5. In scheduling regular staff meetings principals and teachers will consider the teaching schedules and wishes of part-time teachers. Part-time teachers will be consulted prior to the establishment of schedules of regular staff meetings.

Part time teachers shall be required to attend only those staff meetings contiguous to their teaching assignment for that day.
6. Upon request to the Principal, the teachers shall have access to relevant and readily accessible school-based information including school level budget information. Such requests shall not unreasonably be denied.
7. If requested by a majority of the teachers, the Principal shall call a staff meeting within ten (10) teaching days and explain the rationale for decisions which are contrary to the recommendations of the teachers. The rationale shall be recorded in the minutes of that meeting.
8. If the Principal fails to address a recommendation of the teachers, the teachers may, by majority vote, forward a copy of the recommendation to the Superintendent. The Superintendent will advise the teachers of the final action in writing.
9. The Principal, in consultation with the teachers, shall develop and at least annually review procedures for conducting staff meetings and the processes used for decision making. Should a majority of the staff determine that they so wish, these procedures and processes shall be written and distributed each September.

ARTICLE D.29 STUDENT MEDICATION AND MEDICAL PROCEDURES

1. Teachers shall not be required to administer medication nor administer other medical procedures.
2. The Board shall ensure that schools establish systems for administering medication and other medical procedures after consultation with parents, family physicians, the public health nurse and the medical health officer.
3. If exceptional circumstances prevent the foregoing from being applicable and teachers are requested to administer medication or other medical procedures, the following conditions constitute prerequisites:

- a. Teachers volunteer to provide the service;
- b. Teachers receive training appropriate to the required duties.

ARTICLE D.30 HEALTH AND SAFETY

1. Classes shall be conducted in facilities where cleanliness, temperature, lighting, humidity, sound level and other physical conditions comply with appropriate regulations.
 - a. Correcting the specific deficiencies in worksites which do not comply with the appropriate regulations shall be the highest priority of the Board in terms of maintenance assignments.
 - b. A teacher who brings a complaint about unsafe conditions to the school's Administrative Officer has the right to forward the complaint to the Superintendent if appropriate action is not taken.
 - c. The Board shall ensure that each work site has a copy of the Industrial Health and Safety regulations of the Workers Compensation Act and a copy of the Occupational Environment regulations of the Work Place Act.
2. The Board shall maintain a Health and Safety Committee consistent with WCB regulations.
3. The Board shall provide and maintain an adequate, accessible supply of disposable gloves and disinfectant at each worksite.
4. The Board shall provide and maintain a first aid kit as required by the Workers Compensation Board.

ARTICLE D.31 TECHNOLOGICAL CHANGE

1. The provisions and procedures on technological changes as set out in Section 74-77 of the Labour Relations Code (1992) shall satisfy the requirements for final and conclusive settlement of all disputes relating to adjustment to technological change.
2. The Board shall have a District Technology Committee, including Association representatives, to review and make recommendations regarding planning, budget, and purchasing needs with respect to technology for the District.
3. When the Board determines that the use of technological devices shall become a requirement of the teacher's work assignment, the Board, prior to implementation, shall provide necessary and sufficient equipment and training.

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

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 PERSONNEL FILES

1. The district office file of a teacher shall be the only file relied upon by the Board. The board agrees that only material verified by due process, including formal evaluation reports, and relevant to the employment of a teacher shall be maintained in the district file. The file shall not be accessible to anyone other than appropriate administrative staff of the school district for district use. A complete record of name and date will be kept of all staff viewing the file, except for district office staff.
2. There shall be immediate access to an individual's school or district office files during regular office hours or at a time mutually agreed upon, on that teacher's request. The teacher shall be accompanied by the administrative officer or the Superintendent.
3. Teacher(s) shall be notified in writing when material critical of the teacher or in the nature of a reprimand is placed in their file(s). A copy of the material shall be attached to the notification. Any teacher rebuttal shall be attached to any material in the file(s). Routine administrative documentation such as Leave of Absence applications or approvals and verification documents required of and provided by the teacher do not require such notification.
4. Where material critical of the teacher or in the nature of a reprimand, including "less than satisfactory" reports, is placed in the file, the teacher may request to have the material removed two years after the filing, provided that no further material of that nature has been subsequently filed. Such requests will not be unreasonably denied.
5. Any teacher's file kept at the school shall, on the teacher's departure from that school, be destroyed.

ARTICLE E.21 NO DISCRIMINATION

The Board agrees that, in exercising its personnel management responsibilities, there shall be no discrimination exercised or practiced with respect to any teacher in the matter of hiring, wages, benefits, training, upgrading, promotion, assignment, transfer, layoff, recall, discipline, classification, or discharge by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of their membership or activity in the union.

This clause does not preclude affirmative action programs initiated by the Board to redress inequities.

ARTICLE E.22 COMPLAINTS PROCEDURE

Where the Board or an officer of the Board receives a complaint, other than a complaint of child abuse, about a teacher or teachers, the Board or that officer shall:

1. Advise the complainant of the provisions of Board Policy 1312 (Complaints [other than child abuse] Against Staff or Volunteers), or of the provisions of other clauses of this Collective Agreement as may be appropriate to the situation;
2. In extraordinary circumstances accept a complaint from a complainant who has refused to address the complaint to the teacher(s) involved;
3. Inform the teacher(s) within five (5) teaching days of receiving the complaint and advise the teacher(s) of the nature and disposition of the complaint prior to any further action being taken. In the event any action is to be taken with respect to the complaint, the teacher(s) and the Association shall be notified and the provisions of Article A.26 (Right to Representation) and Article C.25 (Discipline/Dismissal for Misconduct) shall apply.

ARTICLE E.23 FALSELY ACCUSED EMPLOYEE ASSISTANCE

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising 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 not convicted 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 not convicted of criminal charges in relation to the accusation, then

the teacher shall be entitled to assistance in addition to that provided through any Employee Assistance Program agreed to by the Board and the Association. The teacher, together with the Superintendent of Schools and the President of the CCTA shall jointly establish a plan of assistance to facilitate the teacher's successful return to teaching duties.
2. Such assistance, pursuant to a) above, may include special counselling 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.

ARTICLE E.24 SCHOOL ACT APPEALS

1. Where a pupil and/or parent/guardian files an appeal under the School Act (Section 11) and Board Policy 1150 (Appeals) of a decision of an employee covered by 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 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.
 - d. The Board will normally refuse to hear an appeal under this section of the Act unless the appellant discusses the decision under appeal with the teacher who made the decision.

Except in extraordinary circumstances, the Board will not resolve an appeal under this section of the Act unless the appellant discusses the decision under appeal with the teacher who made the decision.

When, in the opinion of the Board, circumstances are extraordinary, the teacher shall be so informed, in writing, and the teacher shall have the right to meet with the Board. If the teacher meets with the Board, the meeting shall occur at the Board's regularly scheduled meeting which immediately follows the date of the teacher being informed that extraordinary circumstances exist, or at another time mutually agreed upon, but not within less than 48 hours.

If the teacher chooses to meet with the Board, the Board shall not resolve the appeal before the meeting has been held.

Should a teacher meet with the Board in accordance with this clause, the teacher shall have the right to be accompanied by a representative of the Association.

2. No decision, by-law or policy 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 law.

ARTICLE E.25 POSTING AND FILLING VACANT POSITIONS

1. In this Agreement:

“Vacancy” means a new created position or an existing position vacated by a teacher and from which no teacher is on a leave of absence.

“Temporary Vacancy” means a position vacated by an incumbent staff member for a period of more than twenty days and:

- a. in which event the incumbent staff member is on a leave from position; or
 - b. a position available for a specified period of time only.
- 2.
- a. All vacancies identified during the school year and those identified for the following school year shall be posted for a minimum forty-eight (48) hours, excluding weekends, and as soon as reasonably possible in all worksites, the Board Office, and the Resource Centre. A copy shall be sent to the CCTA Office.
 - b. Every posting shall contain the following information:
 - i. School name and/or worksite identification.
 - ii. Percentage FTE appointment.
 - iii. Specific period of time available if not a continuing position.
 - iv. A description of the teaching assignment including grade level(s) and subjects to be taught.
 - v. Special qualifications which are required.
3. Vacancies identified during July and August will be posted in the Board Office and a copy will be sent to the Association President. Teachers interested in postings which may arise in July and/or August are to submit a written application form to the Superintendent of Schools, after June 1, of that interest and to include appropriate contact information in that notification. Where a contact cannot be made, this application constitutes formal acceptance of a teaching position according to the information on the provided form.
4. In planning intra-school organizations, teaching assignments shall be based upon a consideration of qualifications and any reorganization of any of those assignments will occur prior to any vacancy being determined and subsequently posted.
5. Subject to Article C.25.6 (Posting and Filling Vacant Positions), in filling vacant positions, the Board shall proceed as follows:
- a. placement of any teacher transferred at the Board’s request.

- b. placement of all existing staff, including teachers on the recall list, surplus teachers, administrative officers joining the bargaining unit, and teachers returning from leaves of absence which are not leaves from position.
 - c. placement of other teachers.
6. The teacher appointed to a position shall be the teacher who, in the opinion of the Superintendent of Schools, has the necessary qualifications for that position. For the purposes of this clause, "necessary qualifications" are defined as the academic training, experience and special skills and abilities requisite to the duties and responsibilities of the available position. Determination of qualifications may include examination of written reports and references.

In the event that two or more candidates are deemed to have equal necessary qualifications, preference will be given to the candidate with the greatest seniority.

In the event that the successful candidate is not the most senior applicant, the Board shall notify the Association of this fact by letter at the Board's first opportunity. The notice shall be in the form specified in Appendix C of this agreement.

7. Positions which become vacant after the school year has commenced will be posted as temporary vacancies and will normally be filled by appointment to a temporary contract.
8. Except as provided in Article E.25.9 and E.25.10 below, a teaching assignment or position filled by a teacher on temporary appointment shall become a vacancy upon expiration of the temporary appointment unless that position is guaranteed to a teacher on a continuing appointment who is:
- a. returning from a leave of absence or a temporary reduction in appointment to that position, or
 - b. returning, from assignment to a position of a temporary nature, to his or her original position.
9. a. For as long as a temporary reduction in appointment is in effect the assignment of a teacher to the position created by the temporary reduction in appointment shall remain in effect without reposting within the current school year.
- b. Should a leave of absence be extended within the school year, the assignment of a teacher to the position created by the leave of absence may remain in effect without reposting.
- c. Any position posted as a temporary vacancy shall be reposted if it is to be a vacancy or is to be extended as a temporary vacancy in the following year.

10. A teacher holding a continuing appointment to the staff of the district may be assigned to a position which is temporarily available for a fixed period of time and, without the requirement for reposting, for any extensions of that fixed period of time within that school year. Upon the expiration of the temporary assignment, this teacher shall have the right to return to his or her original continuing position if it exists.

ARTICLE E.26 BOARD INITIATED TRANSFERS

1. Transfers shall not be initiated by the Board for arbitrary or capricious reasons. Except for extraordinary circumstances, transfers shall only be initiated for the reasons jointly agreed to by the Board and the CCTA.
2. Where the board intends to transfer a teacher, the Superintendent or designate will meet with the teacher to explain the nature of the proposed transfer and the reasons for it. The teacher shall be accompanied by a member of the Association. The teacher shall have at least five (5) working days to consider the matter and reply before the transfer is effected.
3. The Board may transfer a teacher to an assignment involving a significantly different grade level or significantly different subject area only if there remain no suitable vacancies in the teacher's existing grade level or subject area. The Board agrees to provide suitable funding for any professional retraining required by the Board and commensurate with the degree of change.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.20 PROFESSIONAL AUTONOMY

1. Teachers shall have individual professional autonomy in determining the methods of instruction, and the planning, presentation and selection of course materials in their general work assignment, as long as such materials are not in conflict with the course of studies or its equivalent as developed by the Ministry of Education or in the case of locally developed curricula and/or programs, the District.
2. Notwithstanding the provisions of this clause, the Board retains the right to assess the learning situation, and evaluate teachers, subject to the provisions of this agreement.

ARTICLE F.21 PROFESSIONAL DEVELOPMENT FUND

The primary objective of the Professional Development Fund is to allow opportunities for the professional growth of teachers.

1. On July 1, of each school year, or within 30 days of receipt of the funds from the Ministry should they be received after July 1, the Board shall provide a fund of 1.5 x PA MAX for professional development
2. Disbursements from the fund and the determination of eligibility for funding, shall be under the direct administration of the Association.
3. Following final disbursement of funds, the Association shall report areas of expenditure, in writing, to the Board.
4. The Board shall cover the cost of a maximum of one hundred sixty (160) teacher-on-call days in a school year for professional development leave. The Board shall give reports to the Association on the number of days used as they are generated for use by the Board's staff. The target for frequency of these reports will be monthly.

ARTICLE F.22 NON-INSTRUCTIONAL DAYS

1. Non-instructional days shall be counted as days of work for salary purposes.
2. Professional Development
 - a. There shall be five (5) non-instructional days for teacher professional development during each school year.
 - b. The Professional Development Committee can recommend to the Board the dates of professional development non-instructional days.

- c. On non-instructional days, teachers normally scheduled to work on those days shall participate in professional development activities of their choice as sanctioned by a school or district Professional Development Committee.
 - d. Professional development days are not to be used for curriculum implementation purposes unless agreed to by the teachers involved.
3. The Board and the CCTA recognize the importance of including part-time teachers in non-instructional days. The parties agree that part-time teachers will be entitled to non-instructional days on a pro rata basis and further, the parties agree to work together to ensure that every reasonable effort will be made to accommodate part-time teachers to enable them to participate equitably in non-instructional days.

ARTICLE F.23 CURRICULUM IMPLEMENTATION

1. A Joint Implementation Committee shall be established. This committee may make recommendations to the Board on curriculum and/or program change.
2. At least 50% of the committee shall be Association members.
3. The committee shall meet at the request of either party at a time mutually agreed upon, to discuss implementation of new curricula and/or program.
4. Recommendations may be made by the committee with regard to any relevant issues identified by the committee as they affect curriculum and/or program implementation.
5. Unless a program specific committee is established, implementation of new programs and curriculum in the school district shall be reviewed by the Joint Implementation Committee prior to system/district wide implementation. The criteria for measuring the success of the implementation shall be subject to review by the Joint Implementation Committee.

ARTICLE F.24 STUDENT RECORDS

Teachers shall not be required to perform routine or on-going office clerical tasks such as filing copies of report cards in Cumulative Record files.

Teachers shall be required to record and submit daily attendance data. They shall not be required to complete monthly attendance summaries, to manage school level attendance record keeping procedures or to maintain school level attendance data.

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.21 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.)

ARTICLE G.20 WORKERS' COMPENSATION BOARD PAYMENTS

1. All monies received by a teacher by way of compensation for loss of wages under the Workers' Compensation Act shall be paid to the Board and the teacher shall be paid by the Board as follows:
 - a. If the teacher has sufficient accumulated sick leave, the Board shall pay the teacher's full salary with the difference between the WCB payment and the full salary deducted from the teacher's accumulated sick leave.
 - b. If the teacher does not have sufficient accumulated sick leave, or if the teacher does not wish sick leave to be deducted to make up the full salary, the Board will pay a salary equal to the WCB payment.

- c. If a leave on approved Workers' Compensation results from negligence on the Board's part, as determined by the Compensation Board, then the teacher shall receive full salary without sick leave deduction.
2. Compensation does not include a disability pension or other final settlement awards arising from such disability. Compensation means periodic payments during the period of temporary disablement.
3. A teacher's leave on Workers' Compensation will be considered leave from the position for up to two (2) years and Board consideration will be given for further leave to be from position.

ARTICLE G.21 SICK LEAVE

1. A sick leave allowance shall be credited to a teacher on a pro-rata to full time basis of 1½ days for each month of service to the Board for which payment is received from the Board.
2. On September 1 of each year teachers will be advanced fifteen (15) days of sick leave pro-rata to their full time equivalent appointment. Teachers commencing employment with the Board during the year shall then have available to them the pro-rata portion of sick leave benefits which would accrue to them for the balance of the school year.
3. The sick leave allowance shall be used to provide the regular rate of pay to teachers who are absent due to illness, quarantine, disablement or because of an accident for which compensation is not payable under the Workers Compensation Act, or to supplement Workers' Compensation Board payments.
4. Deductions from the sick leave allowance shall be one (1) day for one (1) working day on a pro-rata basis. For part time teachers, sick leave shall only be deducted for the assigned time missed in proportion to a full work day.
5. A teacher may be required by the Board, in writing, to produce a certificate from a duly qualified medical practitioner for any illness certifying that such teacher is unable to carry out teaching duties due to such illness. A further certificate may be required by the Board from a local medical practitioner selected by the teacher and at no cost to the teacher.
6. Sick leave allowance will not accumulate for a teacher during a leave of absence without pay.
7. Teachers will be notified of their sick leave balance on a monthly basis. Sick leave accumulation as of June 30 will be carried forward to the following school year.

8. When a teacher is rehired in the district, any previous sick leave accumulation will be reinstated except for unused sick leave that was previously ported from SD No. 27 to another district, pursuant to PCA Article G.1. Pursuant to PCA Article G.1, an employee who is rehired to SD No. 27 is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in his/her previous school district.
9. Refer to PCA Article G.1 for porting of sick leave to/from other school districts.
10. A maximum of one hundred twenty (120) days can be used for the same illness in a calendar year.

ARTICLE G.22 MEDICAL LEAVE

Should a teacher be unable to work for reasons which would qualify that teacher for sick leave under Article G.21 (Sick Leave) and have no accumulated sick leave days remaining, that teacher shall be granted Medical Leave without pay.

ARTICLE G.23 BEREAVEMENT LEAVE

The Board shall grant leave of absence with pay up to a maximum of five days in the case of the death of a wife, husband, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, common-law spouse or any other relative living in the same household. Where the physical arrangements for the funeral cannot be accomplished in this period, the Board shall grant up to three additional days with cost of TOC deducted. Additional time may be granted without pay.

In the event of the death of any relative not mentioned above or a friend of the teacher, the teacher shall be entitled to leave for one day with cost of TOC deducted. In addition, the Board may grant up to two additional days with cost of TOC deducted.

ARTICLE G.24 COURT APPEARANCE

1. A teacher required by a court of law to report for jury duty or to obey a subpoena as a court witness shall be granted a leave of absence with pay. The teacher shall pay over to the Board any sums received for jury duty or witness fees, exclusive of travelling and meal allowances, and child care.
2. Where an employee is required by the Board to attend any proceedings in connection with the interpretation or application of this agreement, the Board shall grant leave with pay.
3. Where the private affairs of an employee require an appearance in legal proceedings, the Board shall grant leave without pay. This provision does not deny the teacher other rights to leave with pay or leave with cost of TOC deducted which may be provided by this agreement.

ARTICLE G.25 EDUCATIONAL LEAVE

On the authority of the Superintendent:

1. A teacher may be granted leave with pay for up to one (1) month for:
 - a. CCTA Professional Development Committee sponsored workshops or conferences either within or outside the province provided that the CCTA Professional Development Committee agrees to pay for the cost of a Teacher on Call or non-certificated teacher substitute if one is hired,
 - b. committees, workshops, conferences or program development activities sponsored by the Ministry of Education, the Board or the District,
 - c. requests by the BCTF, University or Ministry of Education for services, provided that the Board is reimbursed for salary and benefit costs.

2. A teacher may be granted leave with pay for:
 - a. early enrollment at a University summer session up to a period of ten (10) days,
 - b. writing an examination in a recognized and applicable field of study.

3. A teacher may be granted leave without pay for:
 - a. a short course of up to one (1) month duration for a specific purpose where such leave is not sponsored by the Board or the CCTA Professional Development Committee.

4. A teacher with at least three (3) years experience in the district may be granted a leave without pay for up to two (2) years for:
 - a. loan to another educational institution or the Ministry of Education,
 - b. Department of National Defence.

5. The Board may grant educational leave, on application, without pay, to teachers with a minimum of five (5) years service in the district for the purpose of furthering excellence of instruction in the school district.
 - a. Any of the following general activities may be considered to fulfill such purpose:
 - i. Formal academic training regardless of whether it leads to higher certification,
 - ii. Studies or programs designed to bring new techniques or educational strategies to the school district,

- iii. To assist established teachers to refresh and advance their knowledge of method, subject matter or general background for teaching.
 - b. A Review panel shall be established to consider applications and make recommendations to the Board. The Review Panel shall consist of two (2) representatives of the Board and two (2) representatives of the Association. When leave is not approved, the Board shall provide written reasons for its position.
 - c. The basic unit of leave shall be for one (1) year, but where appropriate, any portion of the school year may be granted.
 - d. Application will be made by the teacher in writing to the Superintendent stating clearly the particular purpose for the leave and the proposed activities designed to fulfill that purpose.
 - e. Application for full or part year educational leave must be received prior to March 1 of the school year preceding the year for which the leave is requested.
 - f. The Superintendent shall submit the applications to the Review panel for recommendation to the Board. The Review Panel shall review all applications and make a recommendation to the Board as to the priority for granting leave. Such recommendation shall be made to the Board prior to April 15.
 - g. Teachers applying for educational leave will be notified by the Board of acceptance or rejection of their application by April 30.
6. The Board may restrict to ten (10) the number of teachers on long-term educational leave in excess of one month in duration.

Except as is covered in Article G.25.5 above, all requests for the ensuing school year shall be submitted in writing to the Superintendent by March 31. Requests made after March 31 may be considered if the reason for the requests results from an unforeseen circumstance which was not evident prior to March 31.

ARTICLE G.26 MATERNITY LEAVE

1. Short Term Maternity Leave

A pregnant teacher shall be granted, upon request, a leave of absence:

- a. as provided for in Part 6 of the Employment Standards Act, or
- b. for a stated period of time mutually agreed upon which is less than eighteen (18) weeks.

2. There shall be a Supplemental Unemployment Benefits Plan in the District to cover payments to a teacher taking maternity leave as per Article G.26.1. above. The plan shall remain effective only if it is recognized, approved by and registered with Employment and Immigration Canada. The plan shall meet all of the criteria specified for such plans by Employment and Immigration Canada.

The terms of the plan shall be:

- a. Applicants must apply for and receive regular unemployment insurance maternity benefits as a condition of receiving supplemental benefits;
 - b. The maximum combined benefits payable for the seventeen (17) weeks from the date of eligibility/registration will be 95% of her current salary as approved by EI;
 - c. Any payment of benefits shall be restricted to the period of the regular work year of the teacher, unless otherwise allowed by the aforementioned registered and approved plan.
3. Extended Maternity
 - a. Teachers granted short term maternity leave may apply for extended maternity leave, four weeks prior to the date of return.
 - b. In accordance with the provisions of Part 6 of the Employment Standards Act an employee who is the natural mother of a child shall be granted, upon request, up to twelve (12) additional weeks leave of absence without pay following the end of a maternity leave as defined above.
 - c. Additional leave without pay shall be granted upon request for a period of up to two (2) years, exclusive of any leave taken in accordance with provisions in Article G.26.3.b immediately above, with the return to work to coincide with the commencement of a school term or semester unless otherwise mutually agreed to;
 - d. A teacher returning from extended leave of more than one (1) year shall be assigned to a comparable position.
 4. Early Return and Special Situations
 - a. In the case of an incomplete pregnancy or death of a child, a teacher may return to the position earlier than provided in the approved leave. The written request must be received fourteen (14) days before the anticipated date of return.
 - b. In other special situations the teacher may request in writing to return to duty earlier than provided in the approved leave. The request will be granted when a mutually agreeable position is available.

- c. A teacher, returning to work in accordance with Article G.26.4.a or G.26.4.b above, who is unable to resume her duties because of illness or other reason which would qualify for sick leave benefits shall, upon expiration of the leave, have immediate access to accumulated sick leave. In the event that no sick leave days are available the teacher shall be considered to be on medical leave without pay.

5. Adoption

An adopting mother shall be granted, upon request, up to eighteen (18) weeks of leave without pay on assuming care and custody of a child and, upon request, an additional leave without pay of up to twelve (12) weeks to commence within the fifty-two (52) week period following the adoption of the child.

An adopting parent does not qualify for the Supplementary Unemployment Benefits Plan.

Paid leave for up to two (2) days will be granted to either parent or both, if both are employees of the Board, for mandatory interviews or travelling time to receive the child.

6. Where leaves are granted under this clause teachers will be informed by the Board that EI benefits may be available to them. However, should the board neglect to inform the teacher, the Board will not be liable for any EI benefits not obtained.

ARTICLE G.27 PATERNITY LEAVE

At the time of the birth of a child (within two (2) days prior and one (1) week after hospitalization or home birth) or in the case of adoption or legal guardianship of a child, the teacher shall be granted paternity leave as follows:

1. Alexis Creek, Anahim Lake, Dog Creek, Likely, Naghtaneqed, Tatla Lake: three (3) days with pay plus the option of an additional two (2) days with the lesser of the cost of a TOC or the teacher's own salary deducted.
2. Other Schools: two (2) days with pay plus the option of an additional three (3) days with the lesser of the cost of a TOC or the teacher's own salary deducted.

ARTICLE G.28 PARENTAL LEAVE

A teacher with a dependent child (including adoption or legal guardianship) shall be granted upon request a parenthood leave of absence without pay for a stated period of time as requested by the teacher in accordance with the following:

1. Parental Leave

- a. In the case of a natural father and in accordance with the Employment Standards Act, a parental leave, following the birth of a child and within the fifty-two (52) week period after the birth of the new born child, a leave of up to twelve (12) consecutive weeks; or
- b. In the case of an adopting father and in accordance with the Employment Standards Act a parental leave, within the fifty-two (52) week period following the date the adopted child comes into the actual care of the mother or father, of up to twelve (12) consecutive weeks;

Where leaves are granted in accordance with Article G.28.1.a. and b immediately above, teachers will be informed by the Board that EI benefits may be available to them. However, should the Board neglect to inform the teacher, the Board will not be liable for any EI benefits not obtained.

ARTICLE G.29 PARENTHOOD LEAVE

A teacher who is a parent, including adoption and legal guardianship, may apply for Parenthood Leave and that leave shall be granted, subject to the following:

1. In the event that the teacher has been granted Maternity Leave and/or Parental Leave in accordance with the Collective Agreement and/or the Employment Standards Act, that teacher is eligible for Parenthood Leave without pay until the end of the school year, the term of the leave to be exclusive of the Maternity and/or Parental Leave and contiguous to that leave.
2. A teacher who has been granted Parenthood Leave under Article G.29.1 (above) and who is a parent of a dependent child, is eligible for additional Parenthood Leave without pay for a period of time which, when combined with Maternity Leave and/or Parental Leave and Parenthood Leave taken in accordance with Article G.29.1 (above), will total five school years. The minimum term of Parenthood Leave will be one school year. Should the expiration of the five school year maximum occur during a school year, the return to work shall be delayed to the beginning of the next school year unless otherwise mutually agreed.
3. If a teacher is a parent of a dependent child and that teacher has not been granted leave under Article G.29.1 (above), the teacher is eligible for Parenthood Leave without pay for up to five school years with the minimum period of leave to be one school year.
4. For the purposes of this clause a dependent child shall be one so defined by the Income Tax Act (normally a child who is under the age of 19, or who is infirm, or is a full-time student under the age of 25).

If the Parenthood Leave exceeds one (1) year, it shall not be considered a leave from position. Return from Parenthood Leave shall coincide with the commencement of a school term or semester unless otherwise mutually agreed to.

ARTICLE G.30 EMERGENCY PARENTHOOD LEAVE

In emergent situations a teacher who is the parent or legal guardian of a dependent child shall be granted leave without pay for a period of less than one school year. For elementary school teachers, return to work from such a leave will be, at Christmas Break, Spring Break or at the commencement of the next school year. For secondary school teachers return to work from such a leave will be at the semester break or at the commencement of the next school year.

By mutual agreement the return to work may be at a date other than those mentioned above.

For the purposes of this clause a dependent child shall be one so defined by the Income Tax Act (normally a child who is under the age of 19, or who is infirm, or is a full-time student under the age of 25).

ARTICLE G.31 PERSONAL LEAVE

1. A teacher shall be granted a leave with pay to:
 - a. consult a medical specialist,
 - b. obtain a medical examination by a pension board.

Such leave shall be charged against accumulated sick leave entitlement.
2. A teacher may be granted leave with pay to a maximum of five (5) days per school year, charged against accumulated sick leave entitlement, to bring a dependent child or spouse to a hospital, or to a medical specialist not available in the teacher's community. However, should this request not be approved, the teacher shall be granted leave with the cost of TOC deducted.
3. One (1) day shall and a further day may, if required, be granted with pay to a teacher to attend his/her convocation ceremony.
4. A teacher shall be granted a leave with the cost of TOC deducted for:
 - a. an absence caused by unforeseen circumstances beyond the teacher's control,
 - b. illness of a member of the immediate family or dependent,
 - c. consultation with a medical specialist for a dependent child.
5. A teacher may be granted a leave without pay for:
 - a. official participation in amateur events or tournaments,
 - b. personal religious holidays,
 - c. accompanying a spouse to a special event.

6. A teacher may be granted leave without pay for up to two (2) years for:
 - a. participation in competitive sports,
 - b. medical reasons.
7. Requests for personal leave for reasons other than those above, with pay, with cost of TOC deducted, or without pay, may be made to the Superintendent of Schools and the disposition of such requests shall be at the discretion of the Superintendent.

ARTICLE G.32 COST OF LEAVES WITH COST OF TEACHER ON CALL DEDUCTED

1. When a leave is granted with the cost of TOC deducted, a flat rate shall be deducted whether a TOC is hired or not.
2. The flat rate for a full day shall be:

a.	Effective July 1, 2006	\$194.75
b.	Effective July 1, 2007	\$199.60
c.	Effective July 1, 2008	\$204.60
d.	Effective July 1, 2009	\$209.70
e.	Effective July 1, 2010	\$213.90

plus holiday pay and the Board's portion of pension, CPP, and EI.
3. The daily deduction for cost of TOC shall not exceed 1/195 of the absent teacher's salary grid placement. Partial days on leave in Article G.32.1 above will be deducted on a prorata basis.
4. A Cost of Leave Trust Fund shall be established. When a leave is granted as cost of TOC deducted and no TOC is hired, the flat rate deducted shall be deposited in the Cost of Leave Trust Fund. Should the flat rate generate funds in excess of the Board's actual costs in granting such leaves, those funds will be placed in the Trust Fund.
5. By September 30 of each year a review of the Trust Fund account and the actual cost of leaves with cost of TOC deducted for the previous year shall be conducted by the Secretary-Treasurer and the CCTA.
6. In the event that the actual costs incurred by the Board are in excess of the funds generated by the flat rate, the deficit shall be made up, first, from the proceeds of the Trust Fund.
7. Should the actual costs for TOCs hired for specified leaves differ from the flat rate deductions made, the balance will be deducted from or contributed to the Cost of Leave Trust Fund each September 30.

8. If necessary a revision of the flat rate of TOC deductions will be mutually agreed to in order to achieve a balance in future. Any adjustments to the flat rate will begin each October 1.
9. The expenditure of any "post-adjustment" surplus in the Trust Fund shall be jointly agreed upon by the Board and the CCTA.

ARTICLE G.33 DEFERRED SALARY LEAVE PLAN

1. The board shall offer the Deferred Salary Leave Plan included in this agreement as Appendix B provided that the plan is approved by Federal Income Tax Laws.
2. The Association and the Board shall jointly and at least annually by January 31 review Appendix B to consider modifications which might be made. With mutual consent, Appendix B may be modified at any time provided that the plan, with the modifications so made, continues to comply with the applicable acts and regulations and with the contractual and benefit plan obligations and restrictions.
3. When a teacher has been granted a leave under this plan the Board shall provide that teacher with an updated copy of Appendix B, School District #27 D.S.L.P. Calculations of Deductions.
4. The Committee referred to in part 3.b of Appendix B (The Consultative/Liaison Committee) shall meet at least annually by April 30 to review the investment of the funds within the plan.

ARTICLE G.34 LEAVE FOR ELECTED OFFICE

1. When a teacher is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, a leave without pay shall be granted during the election campaign. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, a long term leave without pay shall be granted.
2. Teachers elected or appointed to municipal or regional district offices or public boards, shall be granted leave in order to attend to duties related to their elected or appointed positions. Such leaves shall be granted with the cost of TOC deducted.

ARTICLE G.35 LEAVE FROM POSITION

A major principle to be observed in granting leave from position is that the teacher should neither be advantaged nor disadvantaged with respect to his or her teaching assignment because he or she has been granted a Leave of Absence. On return from leave from position the teaching assignment should be that which would have been assigned had the leave not taken place.

"Position" - shall be defined as placement on a school or department staff.

“Assignment” - shall be defined as the specific work undertaken by a teacher within a given teaching position.

1. Unless otherwise specifically stated in this agreement, a teacher returning to teaching duties from a leave shall be placed in the specific teaching assignment held prior to the leave if that teaching assignment is available.
2. If the specific teaching assignment is not available, a teacher returning from a leave will be assigned to a similar assignment in the same school if one is available.
3. The teacher, while on leave, shall be invited to participate in any staff or department meetings held for the purpose of determining school organization and/or teaching duty assignments for the following school year. If the teacher is unable to participate, he or she may choose a CCTA member who shall act as an advocate. In any case, all staffing decisions, as provided for in this agreement, would be made recognizing the rights of teachers on leave.

ARTICLE G.36 INFORMATION FOR TEACHERS COMMENCING LEAVES

When a teacher has been granted a leave without pay for a period of time which would have an effect on benefit coverage, the Board shall provide to the teacher information on:

1. the continuation of benefit coverage, and
2. the continuation of membership in the College of Teachers.
3. Where leaves are granted, teachers will be informed by the Board that Employment Insurance benefits may be available to them. However, should the Board neglect to inform the teacher, the Board will not be liable for any Employment Insurance benefits not obtained.

ARTICLE G.37 REPRESENTATION OF TEACHER ON LEAVE PLANNING SCHOOL ORGANIZATION

A teacher, while on leave, shall be invited to participate in any staff or department meetings held for the purpose of determining school organization and/or teaching duty assignments for the following school year. If the teacher is unable to participate, he or she may choose a CCTA member who shall act as an advocate. In any case all staffing decisions, as provided for in this agreement, would be made recognizing the rights of teachers on leave.

SIGNATURES

Signed at Williams Lake, British Columbia, this _____ day of _____, 2009

Mark Wintjes, Director of Instruction -
Human Resources
School District No. 27 (Cariboo-Chilcotin)

Joan Erb, President
Cariboo-Chilcotin Teachers'
Association

Robert D'Angelo, Managing Consultant
British Columbia Public School Employers'
Association

Irene Lanzinger, President
British Columbia Teachers'
Federation

LOCAL APPENDICES & LETTERS OF UNDERSTANDING

LOCAL APPENDIX A.1: SALARY SCHEDULE JULY 1, 2006 – JUNE 30, 2007

SCHOOL DISTRICT NO. 27 (CARIBOO-CHILCOTIN)

Step	Cat 4	Cat 4+	Cat 5	Cat 5+	Cat 6
0	\$ 38,966	\$ 38,966	\$ 41,974	\$ 45,201	\$ 46,335
1	\$ 40,851	\$ 40,887	\$ 44,348	\$ 47,720	\$ 48,904
2	\$ 42,737	\$ 42,807	\$ 46,723	\$ 50,238	\$ 51,473
3	\$ 44,622	\$ 44,728	\$ 49,097	\$ 52,757	\$ 54,042
4	\$ 46,507	\$ 46,648	\$ 51,472	\$ 55,275	\$ 56,611
5	\$ 48,392	\$ 48,569	\$ 53,846	\$ 57,794	\$ 59,180
6	\$ 50,277	\$ 50,489	\$ 56,221	\$ 60,312	\$ 61,749
7	\$ 52,162	\$ 52,409	\$ 58,595	\$ 62,831	\$ 64,319
8	\$ 54,047	\$ 54,330	\$ 60,970	\$ 65,349	\$ 66,888
9	\$ 55,932	\$ 56,250	\$ 63,344	\$ 67,867	\$ 69,457
10	\$ 57,817	\$ 58,171	\$ 65,719	\$ 70,386	\$ 72,026

LOCAL APPENDIX A.2: SALARY SCHEDULE JULY 1, 2007 – JUNE 30, 2008

SCHOOL DISTRICT NO. 27 (CARIBOO-CHILCOTIN)

Step	Cat 4	Cat 4+	Cat 5	Cat 5+	Cat 6
0	\$ 39,941	\$ 39,941	\$ 43,023	\$ 46,331	\$ 47,494
1	\$ 41,873	\$ 41,909	\$ 45,457	\$ 48,913	\$ 50,127
2	\$ 43,805	\$ 43,877	\$ 47,891	\$ 51,494	\$ 52,760
3	\$ 45,737	\$ 45,846	\$ 50,325	\$ 54,076	\$ 55,393
4	\$ 47,669	\$ 47,814	\$ 52,759	\$ 56,657	\$ 58,027
5	\$ 49,602	\$ 49,783	\$ 55,192	\$ 59,238	\$ 60,660
6	\$ 51,534	\$ 51,751	\$ 57,626	\$ 61,820	\$ 63,293
7	\$ 53,466	\$ 53,720	\$ 60,060	\$ 64,401	\$ 65,927
8	\$ 55,398	\$ 55,688	\$ 62,494	\$ 66,983	\$ 68,560
9	\$ 57,330	\$ 57,657	\$ 64,928	\$ 69,564	\$ 71,193
10	\$ 59,263	\$ 59,625	\$ 67,362	\$ 72,146	\$ 73,826

LOCAL APPENDIX A.3: SALARY SCHEDULE JULY 1, 2008 – JUNE 30, 2009

SCHOOL DISTRICT NO. 27 (CARIBOO-CHILCOTIN)

Step	Cat 4	Cat 4+	Cat 5	Cat 5+	Cat 6
0	\$ 40,939	\$ 40,939	\$ 44,099	\$ 47,489	\$ 48,681
1	\$ 42,920	\$ 42,957	\$ 46,593	\$ 50,135	\$ 51,380
2	\$ 44,900	\$ 44,974	\$ 49,088	\$ 52,781	\$ 54,079
3	\$ 46,881	\$ 46,992	\$ 51,583	\$ 55,427	\$ 56,778
4	\$ 48,861	\$ 49,010	\$ 54,078	\$ 58,073	\$ 59,477
5	\$ 50,842	\$ 51,027	\$ 56,572	\$ 60,719	\$ 62,176
6	\$ 52,822	\$ 53,045	\$ 59,067	\$ 63,365	\$ 64,876
7	\$ 54,803	\$ 55,063	\$ 61,562	\$ 66,011	\$ 67,575
8	\$ 56,783	\$ 57,080	\$ 64,056	\$ 68,657	\$ 70,274
9	\$ 58,764	\$ 59,098	\$ 66,551	\$ 71,303	\$ 72,973
10	\$ 62,567	\$ 62,567	\$ 71,117	\$ 76,168	\$ 77,942
Benefit from Harmonization:					
2.5%:					
	\$ 60,744	\$ 61,116	\$ 69,046	\$ 73,949	\$ 75,672
Harmonization:					
	\$ 62,567	\$ 62,567	\$ 71,117	\$ 76,168	\$ 77,942
Harmonization %:					
	3.00%	2.37%	3.00%	3.00%	3.00%
Category 4+ Max: Cat 4+ Max receives an increase from harmonization so as not to lag behind Cat 4 Max.					

The following schools have been approved for the Remote & Rural Allowance pursuant to Letter of Understanding No. 12, effective July 1, 2008:

Anahim Lake
 Tatla Lake Elementary and Junior Secondary
 Dog Creek Elementary Junior Secondary
 Big Lake Elementary
 Horsefly Elementary
 Forest Grove Elementary

Alexis Creek
 Likely Elementary
 Naghtanqued Elementary
 Bridge Lake Elementary
 Buffalo Creek Elementary

LOCAL APPENDIX A.4: SALARY SCHEDULE JULY 1, 2009 – JUNE 30, 2010

SCHOOL DISTRICT NO. 27 (CARIBOO-CHILCOTIN)

Step	Cat 4		Cat 4+		Cat 5		Cat 5+		Cat 6
0	\$ 41,963		\$ 41,963		\$ 45,201		\$ 48,677		\$ 49,898
1	\$ 43,993		\$ 44,031		\$ 47,758		\$ 51,389		\$ 52,664
2	\$ 46,023		\$ 46,099		\$ 50,315		\$ 54,101		\$ 55,431
3	\$ 48,053		\$ 48,167		\$ 52,872		\$ 56,813		\$ 58,198
4	\$ 50,083		\$ 50,235		\$ 55,430		\$ 59,525		\$ 60,964
5	\$ 52,113		\$ 52,303		\$ 57,987		\$ 62,237		\$ 63,731
6	\$ 54,143		\$ 54,371		\$ 60,544		\$ 64,949		\$ 66,497
7	\$ 56,173		\$ 56,439		\$ 63,101		\$ 67,662		\$ 69,264
8	\$ 58,203		\$ 58,507		\$ 65,658		\$ 70,374		\$ 72,031
9	\$ 60,233		\$ 60,575		\$ 68,215		\$ 73,086		\$ 74,797
10	\$ 64,131		\$ 64,131		\$ 72,895		\$ 78,072		\$ 79,891

The following schools have been approved for the Remote & Rural Allowance pursuant to Letter of Understanding No. 12, effective July 1, 2008:

Anahim Lake
 Tatla Lake Elementary and Junior Secondary
 Dog Creek Elementary Junior Secondary
 Big Lake Elementary
 Horsefly Elementary
 Forest Grove Elementary

Alexis Creek
 Likely Elementary
 Naghtanqued Elementary
 Bridge Lake Elementary
 Buffalo Creek Elementary

LOCAL APPENDIX A.5: SALARY SCHEDULE JULY 1, 2010 – JUNE 30, 2011

SCHOOL DISTRICT NO. 27 (CARIBOO-CHILCOTIN)

Step	Cat 4	Cat 4+	Cat 5	Cat 5+	Cat 6
0	\$ 42,802	\$ 42,802	\$ 46,105	\$ 49,650	\$ 50,896
1	\$ 44,872	\$ 44,911	\$ 48,713	\$ 52,417	\$ 53,718
2	\$ 46,943	\$ 47,021	\$ 51,322	\$ 55,183	\$ 56,540
3	\$ 49,014	\$ 49,130	\$ 53,930	\$ 57,949	\$ 59,362
4	\$ 51,084	\$ 51,240	\$ 56,538	\$ 60,716	\$ 62,184
5	\$ 53,155	\$ 53,349	\$ 59,146	\$ 63,482	\$ 65,005
6	\$ 55,226	\$ 55,459	\$ 61,755	\$ 66,248	\$ 67,827
7	\$ 57,296	\$ 57,568	\$ 64,363	\$ 69,015	\$ 70,649
8	\$ 59,367	\$ 59,678	\$ 66,971	\$ 71,781	\$ 73,471
9	\$ 61,437	\$ 61,787	\$ 69,579	\$ 74,548	\$ 76,293
10	\$ 65,414	\$ 65,414	\$ 74,353	\$ 79,633	\$ 81,489

The following schools have been approved for the Remote & Rural Allowance pursuant to Letter of Understanding No. 12, effective July 1, 2008:

Anahim Lake
 Tatla Lake Elementary and Junior Secondary
 Dog Creek Elementary Junior Secondary
 Big Lake Elementary
 Horsefly Elementary
 Forest Grove Elementary

Alexis Creek
 Likely Elementary
 Naghtanqued Elementary
 Bridge Lake Elementary
 Buffalo Creek Elementary

LOCAL APPENDIX B: DEFERRED SALARY LEAVE PLAN

(Please note that an Ancillary Agreement follows this Plan which clarifies and makes certain changes to the Plan)

DEFINITIONS

“Accrued Interest” means the amount of interest earned in accordance with Clause 3.b on the monies retained by the Board on behalf of the Participant calculated from:

1. the first date any of such monies have been so retained by the Board, or
2. the last date to which interest has been paid in accordance with Clause 3.c, whichever is greater.

“Association” means the party of the second part referred to in the Agreement to which the Plan is a schedule.

“Board” means the party of the first part referred to in the Agreement to which this plan is a schedule.

“Committee” means a committee as defined by agreement between the Association and the Board.

“Current Compensation Amount” means the total compensation payable by the Board to the Participant for the school year, including his/her proper grid salary and all allowances, per the current Salary Agreement in force between the Association and the Board.

“Deferred Compensation Amount” means the portion of the Current Compensation Amount which is retained by the Board for a Participant in each year in accordance with Clause 3.a and augmented from time to time by interest thereon calculated in accordance with Clause 3.a but less all interest paid to the Participant in accordance with Clause 3.c.

“Eligible Teacher” means a teacher as defined by agreement between the Association and the Board.

“Eligible Investor” means Teachers’ Investment and Housing Co-operative, any Canadian chartered bank, any trust company authorized to carry on business in the Province of British Columbia, and any credit union authorized to carry on business in the Province of British Columbia, provided there shall only be one Eligible Investor at any one time.

“Leave of Absence” means the twelve-month period described in Clause 4.a.

“Memorandum of Agreement” means the agreement described in Local Appendix “D”.

“Participant” means an Eligible Teacher whose application for participation in the Plan has been approved by the Board in accordance with Clause 2.c and who has completed a Memorandum of Agreement.

“Plan” means the plan set out in this schedule and includes all amendments thereto.

“Salary Agreement” means the agreement in force between the Association and the Board pursuant to the applicable section of the School Act.

2. APPLICATION

- a. In order to participate in the Plan, an Eligible Teacher must make written application to the District Superintendent of Schools on or before March 31, stating the date when the Eligible Teacher wishes to participate in the Plan.
- b. The approval of each application made under Clause 2.a shall rest solely with the Board. The District Superintendent of Schools shall, by May 15 of that year, advise each applicant of the Board’s approval or disapproval of his/her application, and if the latter, an explanation therefore.
- c. If the Board gives its approval in accordance with Clause 2.b, the participation of the Eligible Teacher in the plan will become effective on the date requested by the Eligible Teacher, or if such date is not agreed to by the Board, then on a date which is agreed to by the Board and the Eligible Teacher.
- d. Before becoming a Participant, an Eligible Teacher must complete and sign a Memorandum of Agreement which is accepted by or on behalf of the Board.

3. FUNDING FOR LEAVE OF ABSENCE

Funding for the Leave of Absence shall be as follows:

- a. During each school year prior to the Leave of Absence the Participant, for a maximum of nine school years, will receive his/her current compensation amount, less the percentage amount which the Participant has specified in the Memorandum of Agreement for the school year in question which is to be retained by the Board. Such percentage amount will be retained by the Board and be invested in accordance with Clause 3.b.
- b. Monies retained by the Board for each Participant in accordance with Clause 3.a, including interest thereon (until paid out in accordance with Clause 3.c) shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by an Eligible Investor. The committee shall choose such Eligible Investor and in making such determination the Board, the Association and members of the Committee shall not be liable to any Participant for any investments made which are

authorized by this clause.

- c. So long as this Agreement is considered by Revenue Canada (Taxation) to be an "investment contract" coming within paragraph 12(11)(a) of the Income Tax Act (Canada), or a similar provision applies, the Board shall on each date specified in clause 4 of the Memorandum of Agreement, pay to the Participant the Accrued Interest to such date. The Participant hereby irrevocably directs the Board to cause the Eligible Investor chosen by the committee in accordance with Clause 3.b to make such payment on its behalf into an account of the Participant with the Eligible Investor.
- d. The Secretary-Treasurer shall make an Annual Report to each Participant as to the amount of deferred salary retained by the Board for such Participant, including any interest earned thereon which has not been paid out in accordance with Clause 3.c. The Annual Report shall be made not later than July 31 of each year while the Participant participates in the Plan.
- e. The Board will bear the administrative expenses of the Plan.

4. TAKING OF LEAVE OF ABSENCE

The taking of a Leave of Absence shall be governed by the following provisions:

- a. The Leave of Absence shall occur according to, and be governed by, a separate agreement then in force between the Board and the Association.
- b. The manner of payment to the Participant during the Leave of Absence shall be in installments commencing September 30, being approximately equal to one-tenth of the monies held by the Board for the Participant in accordance with Clause 3.a as determined at the beginning of the Leave of Absence, unless otherwise directed by the Participant prior to September 1 of the Leave of Absence. In no event shall payment be made more frequently than monthly.
- c. The salary to be paid to a Participant during a Leave of Absence shall be related to the monies retained by the Board in accordance with Clause 3.a for such Participant, but less any deductions made by the Board under Clause 5.a and any monies required by law to be paid by the Board for or on behalf of a participant.
- d. If the Board is unable to obtain a suitable replacement for a Participant for the period of Leave of Absence specified by the Participant, the Board may in its discretion, defer the Leave of Absence for one (1) school year. In such case, the participant may choose to remain in the Plan or he/she may withdraw from the Plan, in which case the Board shall pay to the Participant the Deferred Compensation amount in one lump sum payment within sixty (60) days of such withdrawal.

- e. On return from his/her Leave of Absence, the teacher will be assigned to a position with the Board as required by the terms of the agreement then in force between the Board and the Association governing such matter.
- f. After participation in the Plan, the teacher's salary and benefits will be as set out in the agreement then in force between the Board and the Association governing such matter.
- g. Notwithstanding the date shown in paragraph 2 of the Memorandum of Agreement for a requested Leave of Absence, a Participant may, with the consent of the Committee given not less than six months prior to the scheduled date, postpone such leave for one year.

5. FRINGE BENEFITS

The providing of fringe benefits will be as follows:

- a. During a Leave of Absence, the responsibility for payment of premiums for fringe benefits for a participant shall be as set forth in the agreement then in force between the Board and the Association governing such matter. Where a Participant is obligated to pay the cost of any fringe benefit during the Leave of Absence, the Board shall pay such cost on behalf of the Participant on his/her request and deduct the monies so paid from the monies otherwise payable to the Participant during the Leave of Absence.
- b. Sick leave credits will be as set out in the School Act,
- c. The Board will make superannuation deductions required by the Teachers' Pension Act.

6. WITHDRAWAL

- a. A Participant who ceases to be employed by the Board must withdraw from the Plan. Within sixty (60) days the Board shall pay to the Participant the Deferred Compensation Amount as provided in Clause 4.d.
- b. With the consent of the Committee, a Participant may withdraw from the Plan at any time prior to May 31 in the year in which the Leave of Absence is scheduled to occur. Within sixty (60) days of such withdrawal the Board shall pay to the Participant the Deferred Compensation Amount as provided in Clause 4.d.
- c. Should a Participant die the Board shall within thirty (30) days of notification of such death to the Board, pay the Deferred Compensation Amount to the Participant's estate, subject to the Board receiving any necessary clearances and proofs normally required for payment to estates.

7. SUSPENSION FOR PARTICIPATION IN THE PLAN

- a. A Participant may give notice to the Board stating that the Participant wishes to suspend his/her participation in the plan as at September 1 which immediately follows such notice, in which case the Board until further notice as provided in Clause 7.b shall pay the Current Compensation amount to the Participant as if he/she were not participating in the Plan, but the amounts previously retained by the Board and interest thereon in accordance with Clause 3.b (but less all interest paid to the Participant in accordance with Clause 3.c) shall continue to be held by the Board until the Participant withdraws from the Plan or takes a Leave of Absence. The amount so retained shall continue to bear interest until the Leave of Absence is granted or the Participant withdraws from the Plan.
- b. A Participant who has given notice in accordance with Clause 7.a may give notice to the Board advising that he/she wishes to become reinstated in the Plan in which case, on September 1 immediately following such notice, the Participant shall participate in the Plan for subsequent years.

8. TERMINATION OR AMENDMENT OF PLAN

- a. The Plan may be amended or terminated by agreement between the Board and the Association. Any amendment(s) shall be binding upon all present and future Participants.
- b. No amendment shall be made to the Plan which will prejudice any tax ruling which was applicable to the Plan prior to the amendment.

LOCAL APPENDIX C: ANCILLARY AGREEMENT FOR DEFERRED SALARY LEAVE PLAN

This agreement made this _____ day of _____

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO.27 (CARIBOO-CHILCOTIN), being a Board of School Trustees duly constituted under the *School Act*, (hereinafter called "the Board")

PARTY OF THE FIRST PART

AND:

THE CARIBOO-CHILCOTIN TEACHERS' ASSOCIATION, being a local association of the British Columbia Teachers' Federation, (hereinafter called "the Association")

PARTY OF THE SECOND PART

WHEREAS

1. The Board and the Association entered into a Deferred Salary Leave Plan agreement (the "Agreement") dated June 25, 1982, whereby teachers employed by the Board have the opportunity to take a leave of absence on a deferred compensation basis.
2. This ancillary agreement sets out the provisions to be determined by a further agreement as contemplated by Clause 4.a of the deferred salary Leave Plan Agreement and also sets out other understandings between the parties.

NOW THEREFORE THIS ANCILLARY AGREEMENT WITNESSETH it is hereby agreed as follows:

3. For the purpose of the definitions in Clause 1:
 - a. "Committee" means the Consultative/Liaison Committee as defined by agreement between the Association and the Board.
 - b. "Eligible Teacher" means a teacher having three (3) years teaching experience in School District No. 27.
 - c. "Leave of Absence" means the school year from July 1 to June 30, a calendar year from January 1 to December 31 or a six month period beginning July 1 or January 1.
4. For the purposes of Clause 3.a the wording "maximum of nine school years" shall be replaced with the wording "minimum of two years and maximum of six years".

The wording “(to a maximum of 33 1/3%)” shall be inserted after the wording “percentage amount.”

5. For the purpose of Clause 3.b, investments will be made only with the Chartered Bank administering the Board’s business and for the purpose of Clause 3.c, interest will be retained on behalf of the Board by the Bank and in accordance with Clause 3.d. The Secretary-Treasurer shall make periodic reports to each participant as made available by the Bank. These reports shall be made at least once each year.
6. For the purposes of Clause 3.e the Board will only bear such internal administration costs as required.
7. For the purpose of Clause 4, the participant may, with the permission of the Board, combine leave under the Deferred Salary Leave Plan with another form of leave set out in the Collective Agreement. The agreement provisions for the other form of leave shall apply for the duration of that leave only.
8. For the purposes of Clauses 2.b, 4.d and 4.g, it is understood that the total number of teachers on leave of absence in any one (1) year under this plan shall not exceed ten (10) teachers.
9. Clause 5.b is hereby amended to read: “It is understood that during the period of leave of absence, no sick leave credits will be earned.”
10. For the purposes of Clause 4.b the manner of payment shall be as follows:
 - a. For leaves of one (1) calendar year:
 - i. payment in full at the beginning of the leave of absence, or
 - ii. one payment of half the funds at the beginning of the leave of absence, followed by a final payment on the first working day of July of that calendar year.
 - b. For leaves of one (1) school year;
 - i. payment in full at the beginning of the Leave of Absence, or
 - ii. one payment of half the funds at the beginning of the Leave of Absence, followed by a final payment on the first working day of January of the following calendar year.
 - c. For leaves of six months;
 - i. payment in full at the beginning of the Leave of Absence.
11. For the purposes of Clause 4.f it is understood that no increment will be earned by a participant during the period of the Leave of Absence unless such increments are gained under the provisions of the Local Matters Agreement or the Provincial Matters Agreement.

12. For the purposes of Clause 5.a it is understood that the participant will pay the employee's share and the Board's share of the premium cost of any benefit that the participant chooses to maintain during the Leave of Absence.
13. For the purposes of Clause 5.b the wording "School Act" shall be replaced by the wording "Collective Agreement" and part 7 of the Ancillary Agreement is hereby amended to read, "It is understood that as per the Collective Agreement, no Sick Leave shall be earned during the Leave of Absence."
14. For the purposes of this agreement, Clause 6.b is amended as follows:
"committee" becomes "Board", "May 31" becomes "March 31".
15. For the purposes of Clause 7.a, the participant may suspend his/her participation only once and then only for a period of one year.

LOCAL APPENDIX D: DEFERRED SALARY LEAVE PLAN MEMORANDUM OF AGREEMENT

I have read the terms and conditions of the Agreement between the Board of School Trustees of School District No. 27 and Cariboo-Chilcotin Teachers' Association setting up the Deferred Salary Leave Plan and understand same and I agree to participate in the Plan under the following terms and conditions:

1. ENROLMENT DATE

My enrolment in the Plan shall become effective for the school year commencing July 1, _____

2. YEAR OF LEAVE

I shall take my Leave of Absence from _____, _____ to _____, _____ but I shall have the right in accordance with Clause 4.g to postpone such leave for one year.

3. FUNDING OF LEAVE OF ABSENCE

In accordance with Clause 3.a, I direct that the percentage amounts set out in this clause be deducted from my Current Compensation Amount and deposited on my behalf with respect to my participation in the plan for the following school years:

First Year ____%	Fourth Year ____%
Second Year ____%	Fifth Year ____%
Third Year ____%	Sixth Year ____%

OR

For all Years ____%

The participant may, by written notice to the Board given prior to September 1 in any given year alter the percent amounts for that and any subsequent year.

(Note: To be completed for all years up to the school year in which the Leave of Absence specified in paragraph 2 above is to commence.)

4. PAYMENT OF ACCRUED INTEREST

So long as the Plan is considered by Revenue Canada (Taxation) to be an "investment contract" coming within paragraph 12(11)(a) of the Income Tax Act of Canada, or a similar provision is in effect, this provision shall apply. Unless I make the election noted below, I direct the Board to pay Accrued Interest to me on each of the following dates:

- a. the December 31 which occurs three years after the end of the calendar year in which I become a participant;
- b. each third anniversary of the date specified in Clause 4.a. above; and
- c. the last day of the Leave of Absence.

ELECTION

I elect as follows:

In lieu of the preceding sentence, I direct the Board to pay accrued interest to me on each of the following dates:

- a. the December 31 which occurs at the end of the calendar year in which I become a participant;
- b. each December 31 occurring after the date specified in Clause 4.a. above; and
- c. the last day of the Leave of Absence.

Date: _____

Participant's Signature

Address

AGREED TO BY THE BOARD

Date: _____

Secretary-Treasurer

In order to make the election, the participant is to initial, and if initialed such election shall be deemed to have been made. The effect of the election is that so long as paragraph 4 applies, the Participant will receive Accrued Interest annually rather than every three (3) years.

LOCAL APPENDIX E: D.S.L.P. CALCULATION OF DEDUCTIONS

	Deferral Period	Leave Period
1. Employment Insurance	based on gross before DSLP	no deduction
2. Canada Pension Plan	based on net after DSLP	deduction based on tables
3. Income Tax	based on net after DSLP	deduction based on tables
4. Teacher Superannuation	based on gross before DSLP	(a) no deduction
5. Long Term Disability	based on gross before DSLP	no deduction
6. Salary Indemnity	based on gross before DSLP	no deduction
7. Medical/EHIB/Dental	regular deductions	(b) no deduction (c)
8. Group Life	based on gross before DSLP	(b) no deduction (d)
9. Voluntary Life	based on gross before DSLP	(b) no deduction (d)
10. CCTA and BCTF dues	based on gross before DSLP	no deduction
	a.	It is up to the individual to apply for and pay for the reinstatement of the leave period. No deductions can be taken from payroll for this purpose.
	b.	The employee can arrange for coverage to be continued by paying the full cost of premiums. These amounts may be deducted from the deferred payout if the employee requests such deduction.
	c.	If the employee does not continue coverage for these plans, the result may be as follows:
	i.	Medical - no coverage during the leave period
	ii.	EHB - no benefits during the leave period and the employee must provide evidence of insurability to the carrier who will decide whether or not coverage will be extended
	iii.	Dental - no benefits during the leave period and reduced benefits for up to the first three years on rejoining the plan
	d.	Provisions for Group life and Voluntary Life are the same as those for Extended Health

- e. This information is current as of January 2009 and is subject to change
- f. Employees are strongly advised to consult with District Human Resources before commencing a leave so as to ensure continuation of benefit coverage.

LOCAL APPENDIX F: NOTICE UNDER ARTICLE E.25

The notice required pursuant to Article E.25 (Posting and Filling Vacant Positions) is as follows:

Re: Job Posting

Please be advised that _____ was the successful candidate for the above noted position. The successful candidate was not the most senior applicant for the position.

LOCAL LETTER OF UNDERSTANDING NO. 1: NON INSTRUCTIONAL DAYS

For the purpose of implementing the provisions of Article D.20 (Regular Work Year) in this Collective Agreement the parties agree that:

1. The Board shall consult with the CCTA or with the teachers in a particular school, prior to establishing dates for non-instructional days and, where possible, reach a consensus as to those dates.

LOCAL LETTER OF UNDERSTANDING NO. 2

BETWEEN:

The British Columbia Public Schools Employers' Association

AND:

The Board of Education of School District No. 27 (Cariboo-Chilcotin)

AND:

The British Columbia Teachers' Federation

AND:

The Cariboo-Chilcotin Teachers' Association

The Board and the Association agree that, for the purposes of reviewing and adjudicating applications for Partial Medical Leave, the following shall apply:

1. Any application for Partial Medical Leave must include a Partial Medical Leave form, a copy of which is appended to this letter of understanding. Director of Instruction- Personnel who shall approve or deny the application within fifteen (15) working days.
2. Where a teacher with an appointment to the teaching staff of the district produces a Partial Medical Leave form stating that the employee, while medically unable to continue his/her current assignment, is capable of working less time, the employee's FTE assignment may be temporarily reduced or the employee may be transferred where it is practical to do so. Any such transfer shall be made with mutual agreement between the teacher, through the Association, and the Board. In either case, the change will be to a percentage of full-time that the employee is capable of working.
3. Normally, where a change in assignment or re-assignment is made in accordance with this article, such change or re-assignment will be for a fixed period of time of not less than one (1) month and will be effective at the beginning of a term or semester.
4. An employee on Partial Medical Leave will earn sick leave credits in accordance with Article G.20.1 of the Collective Agreement. The employee will be considered to be on sick leave with pay, or, on medical leave without pay, depending on the extent of the employee's accumulated sick leave credits, for the difference between the reduced assignment and that teacher's regular assignment.
5. An employee on Partial Medical Leave will go on full sick leave, with pay, or medical leave without pay depending on the extent of the employee's

accumulated sick leave credits, if the employee proves medically incapable of meeting the requirements of a reduced or changed assignment.

6. An employee on sick leave or on medical leave may apply for partial medical leave.
7. An employee who is granted a personal leave of absence in accordance with Article G.31 of the Collective Agreement will be placed on the status appropriate to the leave granted.

Dated this 7th day of July, 2009.

Original Signed by:

"Mark Wintjes"
School District No. 27 (Cariboo-Chilcotin)

"Joan Erb"
Cariboo-Chilcotin Teachers' Association

"Robert D'Angelo"
BCPSEA

"Susan Lambert"
BCTF

**Medical Certificate
Request for Partial Medical Leave**

To the Physician:

_____ has been asked to provide a Medical Certificate explaining the reasons for the need for partial medical leave from _____ to _____.

Employee's Authorization for Release of Information

I, _____ hereby authorize my physician to complete this Physician's Statement and to release this Medical Certificate to my employer. The guidelines of the College of Physicians and Surgeons are attached.

Employee's Signature _____
Date _____

Physician's Statement

Confirmation of Reasons for *Partial* Medical Leave

1. Following examination, I certify that the above mentioned person, while medically unable to work his/her full assignment, is capable of working part time on the following time basis:

2. I certify that the above mentioned person requires a partial medical leave due to:

3. Course of Treatment:

- a. Has this person been prescribed a course of treatment for the medical condition rendering him/her unable to work his/her full assignment?

- b. If no course of treatment has been prescribed, has a course of treatment been recommended for this person to follow related to the medical condition rendering him/her unable to work his/her full assignment?

- c. If a course of treatment has been prescribed or recommended, has this person followed the prescribed or recommended course of treatment?

Has this person been referred to a medical specialist?

Yes _____ No _____

4. This illness/injury will prevent this person from working their full assignment because:

5. He/she was seen by me regarding this illness/injury on

_____.

6. What medical follow-ups, if any, are occurring related to this illness/injury?

7. I estimate that this person will be able to return to their full teaching assignment on _____.

8. Are there ways to address the medical cause of this person's application for partial medical leave by alterations to this person's assignment other than a reduced teaching load?

9. For informational purposes, this is to make you aware of the availability for employees of the Employee and Family Assistance Program (EFAP).

Name of Attending Physician (please print)

Address _____ .Postal
Code _____

Phone _____

Date _____

Signature _____

The information in this report is considered confidential. Any charge for completion of this form is the responsibility of the claimant.

LOCAL LETTER OF UNDERSTANDING NO. 3:

BETWEEN

CARIBOO-CHILCOTIN TEACHERS' ASSOCIATION

(THE ASSOCIATION)

AND

THE BRITISH COLUMBIA TEACHERS' FEDERATION

(BCTF)

AND

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO.27

(CARIBOO-CHILCOTIN) (THE BOARD)

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

(BCPSEA)

GLENDALE ALTERNATE SCHOOL YEAR

Contract Implementation

This letter serves as a letter of understanding, in addition to the Collective Agreement between the Board of School Trustees of School District No. 27 (Cariboo-Chilcotin) and the Cariboo-Chilcotin Teachers' Association.

The Board and the Association agree that, with regard to the implementation of the Glendale Alternate School Year project, the following shall serve as a Statement of Accord and as a Letter of Understanding.

Preamble

It is agreed that the operation of the Glendale Alternate School Year Project shall maintain the integrity of the provisions of both the current Local and Provincial Collective Agreements. Any discrepancy arising from that operation shall be resolved to realize the intent of the Collective Agreement. Further, the application of that agreement shall ensure that all members of the bargaining unit are treated fairly, equitably and

consistently. It is recognized that no member of the Association shall suffer economic or other contractual disadvantage by virtue of the operation of the "alternate school year". Both parties to the Agreement believe that students and staff deserve the levels of support and service provided to other students, schools and staffs. There are, however, in the opinion of both parties, specific exceptions and/or provisions required for the effective operation of the Glendale Alternate School Year Project.

It is, therefore, agreed that, without prejudice to or precedent for either party's position on future contract issues, the following shall apply.

Salary

Teachers assigned to Glendale Elementary shall be paid their annual salary in ten equal monthly installments at the end of each month for the months of September, October, November, December, January, February, March, May, June and July. The payment for July will be paid in April if a teacher assigned to Glendale is also assigned to another school. The July payment shall be in accordance with the agreement in effect as of June 30 of that year. Where applicable and appropriate, teachers will be billed by the employer for costs of teachers-on call, leaves without pay or other charges against salary which occur in July or are unsettled from previous months and the affected teacher(s) will pay the billed amount(s) to the employer within thirty days of the billing date.

Benefits

There shall be no effect regarding pensions or benefit coverage eligibility and premiums.

School Calendar

The school calendar for Glendale Elementary school shall provide:

- a) the number of instructional days equivalent to those agreed to for schools operating with a traditional (September to June) school calendar;
- b) the same number of non-instructional days, and the same number of administrative days, if any, and the same number of parent-teacher interview days, if any, as agreed to for schools operating with a traditional calendar. A reasonable attempt will be made to schedule non-instructional days in months other than April and July.
- c) the months of April and August as the equivalent of the traditional July and August "summer vacation" period;

Certificated Teachers-On-Call

During the month of July, hiring preference shall be given, in the order of priority which follows, to certificated teachers who:

- a. have been placed on the district list of Teachers-On-Call (including those with part-time appointments at the school);
- b. hold temporary appointments in other schools;

- c. hold continuing part-time appointments, with assignments to other schools.
- d. hold continuing full-time assignments in other schools.

During the month of April, teachers assigned to Glendale for the applicable school year shall be given hiring preference as Teachers-On-Call in accordance with the priority noted above.

INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION

Leaves of Absence

The provisions of the contract relating to Leaves of Absence shall be adjudicated, for teachers at Glendale, in the same manner as they are for all other teachers. Additionally: For any member of the Glendale school staff elected as a BCTF AGM delegate, the Board shall assume TOC costs for the number of school days that the AGM is in session;

For any member of the Glendale School staff appointed to the CCTA Bargaining Team or to a contractually established committee for periods of time when Glendale is not in session, the Board shall provide "time in lieu" equivalent to the normal school year instructional time that that member was involved in meetings. Such time is to be taken, at the teacher's discretion, during that school year. Any TOC costs shall be charged in accordance with the specific arrangements agreed to for bargaining sessions at times that Glendale is not in session and in accordance with the contract.

Article G.24, Educational Leave, shall apply for the month of July to teachers assigned to Glendale.

Teacher Evaluation

Processes related to all teacher evaluation shall not be conducted during the month of July.

Posting And Filling Vacancies

During July, copies of all postings will be forwarded to Glendale Elementary.

Grievance Procedure (see Article A.6)

For any grievance arising at Glendale in the month of July, the initial timelines, outlined in the Provincial Collective Agreement, applying to the initiation of that grievance shall have effect in September on the first day of the standard school calendar.

Discipline Procedures

Discipline procedures contemplated for July, for matters other than those where Section 15 (5) of the School Act reasonably applies, shall be limited to notifications of pending discipline process and/or documentation to be effective the following September.

INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION

July Dispute Resolution

When it is determined by either party, during July, that an emergent matter must be dealt with expeditiously, the two parties will involve a C.C.T.A. Executive member (to be identified by the Association) and may establish a sole arbitrator process (mutually agreed to chairperson) to rule on the matter.

The costs of the C.C.T.A. Executive member will be borne by the Board in accordance with Article B.24 (Payment Beyond Prescribed Days in Session).

This Letter shall be in effect through June 30, 2011. It may be extended by mutual agreement.

DATED this 7th day of July, 2009.

Original Signed by:

“Mark Wintjes”
School District No. 27 (Cariboo-Chilcotin)

“Joan Erb”
Cariboo-Chilcotin Teachers' Association

“Robert D'Angelo”
BCPSEA

“Susan Lambert”
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

Not applicable in School District No. 27 (Cariboo-Chilcotin).

LETTER OF UNDERSTANDING NO. 1

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

Re: Designation of Provincial and Local Matters

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

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

Dated this 31st of May, 1995 at Vancouver, B.C.

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

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

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

Appendix 1 PROVINCIAL MATTERS
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Appendix 1 – Provincial Matters

Housekeeping — Form Issues

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

Section A — The Collective Bargaining Relationship

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

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

Section B — Salary and Economic Benefits

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

Special Placement

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

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

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

Section C — Employment Rights

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

Section D — Working Conditions

- 1. Hours of Work
 - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
- 2. Preparation Time
 - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
- 3. Regular Work Year for Teachers
 - 1.92 *Regular Work Year for Teachers; School Calendar*
 - 1.104 *Year Round Schools*
 - 3.46 *Reports (Teacher) on Students*

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

Section E — Personnel Practices

- 1. Definitions

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

Section F — Professional Rights

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

Section G — Leaves of Absence

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

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

May 31, 1995 - Provincial

Appendix 2

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

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

"Alice McQuade"
President
BC Teachers' Federation

"K. Halliday"
Chief Negotiator
BC Public School Employers' Association

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

Professional Development

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

Professional Development:

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

For BCTF:
"R. Worley"

For BCPSEA:
"K. Halliday"

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

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

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

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

Dated this 7th of October, 1997.

British Columbia Teachers' Federation

British Columbia Public School Employers'
Association

"R. Worley"

"K. Halliday"

LETTER OF UNDERSTANDING NO. 2

Between:

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

And:

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

Re: Approved list of arbitrators for:

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

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

John Kinzie
Judi Korbin
Robert Pekeles

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

Dated: August 14, 2007

Originals signed by:

Irene Lanzinger
For the BCTF

Jacque Griffiths
For the BCPSEA

LETTER OF UNDERSTANDING No. 3. a

Between

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

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

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

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

Not applicable in School District No. 27 (Cariboo-Chilotin).

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

Not applicable in School District No. 27 (Cariboo-Chilcotin).

LETTER OF UNDERSTANDING No. 4

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

Re: Early Incentive Payment

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: One Time Payment to Teacher Inflation Adjustment Account

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

July 15, 2006 \$20,000,000
2. The contribution represents an extraordinary (non-recourse) payment, in addition to those which would normally be made to the Teacher Pension Plan/Inflation Adjustment Account, and in no way 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:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 6

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

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

Original signed by:

Brian Kennelly
BCTF Co-Chief Negotiator

Jacquie Griffiths
BCPSEA Chief Negotiator

Suzie Mah
BCTF Co-Chief Negotiator

LETTER OF UNDERSTANDING No. 7

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Articles Housekeeping Committee

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

Original signed by:

Jinny Sims
BCTF President

Jacque 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:

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:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 13

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

Re: Fiscal Dividend

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

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

The Fund will be determined as follows:

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 14

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

Re: Article B.12 Category 5+ Transitional Provisions

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

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

Dated this 27th day of June, 2007

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 15

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

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

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

1. Teacher in a district with 1 list ports to a district with 1 list (1 to 1)
 - Both K – 12 and adult education seniority are contained on a single list in both districts.
 - Normal rules of porting apply.
 - No more than 1 year of seniority can be credited and ported for any single school year.
 - Maximum of 10 years can be ported.

2. Teacher in a district with 2 separate lists ports to a district with 2 separate lists (2 to 2)
 - Both K – 12 and adult education seniority are contained on 2 separate lists in both districts.
 - Both lists remain separate when porting.
 - Up to 10 years of K – 12 and up to 10 years of adult education can be ported to the corresponding lists.
 - Although the seniority is ported from both areas, the seniority is only activated and can be used in the area in which the teacher attained the continuing appointment. The seniority remains dormant and cannot be used in the other area unless/until the employee subsequently attains a continuing appointment in that area.
 - For example, teacher A in District A currently has 8 years of K – 12 seniority and 6 years of adult education seniority. Teacher A secures a K – 12 continuing appointment in District B. Teacher A can port 8 years of K – 12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K – 12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.

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

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

Original Signed by:

Jacquie Griffiths
BC Public Employers' Association

Jim Iker
BC Teachers' Federation

January 14, 2008

January 21, 2008

LETTER OF UNDERSTANDING No. 16

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

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Original Signed by:

Jacquie Griffiths
BC Public Employers' Association

March 12, 2008

Irene Lanzinger
BC Teachers' Federation

March 13, 2008