

A WORKING DOCUMENT
PROVINCIAL COLLECTIVE AGREEMENT

—BETWEEN—

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS ASSOCIATION /
BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 28 QUESNEL
(The “Employer”)

—AND—

BRITISH COLUMBIA TEACHERS’ FEDERATION /
QUESNEL DISTRICT TEACHERS’ ASSOCIATION
(The “Union”)

AS IT APPLIES IN SCHOOL DISTRICT NO. 28 QUESNEL

EFFECTIVE JULY 1, 2006 TO JUNE 30, 2011

Please note: This document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between 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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SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

PREAMBLE

The purpose of the Agreement is to maintain a harmonious and mutually beneficial relationship between the Quesnel Board of School Trustees and the Quesnel District Teachers' Association, and to set forth certain terms and conditions of employment affecting employees covered by the Agreement.

Teachers and the Board have a fundamental interest in the educational well being of pupils. The parties to the Agreement share a desire to provide quality educational opportunities in the District schools, to maintain professional standards and to promote the well being of employees.

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

ARTICLE A.3: MEMBERSHIP REQUIREMENT

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

and/or remain a member of the BCTF and the respective local in accordance with this Collective Agreement.

LOCAL PROVISIONS:

3. MEMBERSHIP

All teachers, including Teachers on Call and Speech/Language Pathologists employed by the Board, shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the Union.

ARTICLE A.4: LOCAL AND BCTF DUES DEDUCTION

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

ARTICLE A.5: COMMITTEE MEMBERSHIP

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee, and the local shall appoint the representatives.

3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.1 and A.5.2 above, in order to attend meetings that occur during normal instructional hours. Teacher on call costs shall be borne by the employer.
4. When a teacher on call is appointed to a committee referred to in Article A.5.1 and A.5.2 above, and the committee meets during normal instructional hours, the teacher on call shall be paid pursuant to the provisions in each district respecting Teacher on Call Pay and Benefits. A teacher on call attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the teacher on call shall receive a full day's pay.

ARTICLE A.6: GRIEVANCE PROCEDURE

1. Preamble

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

Steps in Grievance Procedure

2. Step One

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

3. Step Two

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

4. Step Three

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

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

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

5. Omitting Steps

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

6. Referral to Arbitration: Local Matters

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

7. Referral to Arbitration: Provincial Matters

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

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

8. Arbitration (Conduct of)

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

9. General

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

ARTICLE A.7: LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

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

ARTICLE A.8 LEGISLATIVE CHANGE

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

ARTICLE A.20 MANAGEMENT RIGHTS

The Union recognizes the responsibility and right of the Board to manage and operate the School District, in accordance with its responsibilities and commitments. The right to assign duties and to manage and direct employees is vested exclusively in the Board except as otherwise specifically provided in this agreement. Such rights are to be exercised fairly, reasonably, and in a non-discriminatory manner.

ARTICLE A.21 UNION POSITIONS

1. The Board shall notify the Union of all newly created educational positions.
2. Any position that is currently part of the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
3. Newly created positions shall be included or excluded from the bargaining unit upon the mutual agreement of both parties. The decision to include or exclude shall be made on the basis of whether the primary functions of the position are to exercise the responsibilities of a manager in the direction of the employees covered by this agreement, or in a confidential planning or advisory position in the development of management policy.

ARTICLE A.22 STAFF REPRESENTATIVES

1. The Union shall have the right to elect staff representatives.
2. The Union shall notify the Board in writing of the names of each staff representative and the school(s) he/she represents, and the names of Union Officers before the employer shall be required to recognize him/her.
3. Management will introduce the new employee to his/her staff or Union representative.
4. When requested by a teacher to attend a meeting between the teacher and an administrative officer, a staff representative or other union member in the teacher's school shall be relieved of his/her instructional duties with no loss of pay in order to attend such meetings.
5. Nothing in this clause will restrict the president of the union, or his/her designate from attending any of the meetings described in (d) above.

ARTICLE A.23 UNION USE OF EQUIPMENT AND SUPPLIES

The Union shall reimburse the employer for the operating cost of equipment used by the Union and for supplies consumed by the Union.

ARTICLE A.24 UNION USE OF SCHOOLS FOR MEETINGS

The Union shall have the right to convene Union meetings in the schools provided that such meetings take place at times that do not interfere with normal school or School District operations.

ARTICLE A.25 BULLETIN BOARDS

The employer shall supply a bulletin board to be located in each staff room for the posting of Union notices. Such notices will be approved by the staff representative prior to posting.

ARTICLE A.26 CROSSING OF PICKET LINES DURING STRIKE

1. All employees covered by this Agreement shall have the right to refuse to cross a picket line which has not been declared illegal by a court or the Labour Relations Board, which arises out of a dispute as defined in the Labour Code. Any employee failing to report for duty or refusing to cross a picket line shall not be subject to discipline but shall be considered absent without pay.
2. The Board shall not request, require, nor direct teachers covered under this Agreement to do work or carry out duties normally performed by employees engaged in a strike, or locked out.

ARTICLE A.27 SHARING OF INFORMATION

1. Union member information including a list of employees together with addresses, phone numbers, salary levels, seniority, and assignment will be provided to the Union upon request.
2. The Union will be notified of all job postings, transfers, hirings, resignations, retirements, discharges, suspensions, letters of discipline, and verbal information regarding extended absences of teachers when requested by the Union for all positions covered by this agreement.
3. The Union shall be given, on request, School District financial information including annual Financial Reports and audits, and School District Budgets.

ARTICLE A.28 COPY OF THE AGREEMENT

1. The parties shall share equally the cost of printing this agreement in sufficient quantities for distribution to all members of the Union and appropriate management personnel. The details of such printing to be agreed between the Board and the Union.
2. New employees will be provided with a copy of this Agreement.

ARTICLE A.29 LEAVE FOR UNION PRESIDENT

1.
 - a. The Union will advise the Board of the name of the upcoming Union President and the amount of release time required, by May 1 of each year. The Board will provide release time for the President as requested by the Union.
 - b. The percentage of release time may be adjusted on an individual basis each year to ensure that due consideration is given to the educational needs of the students involved and to the requirements of the Union.
 - c. The mechanics of the release time will be agreed on an individual basis each year between the parties.
2. The Board will continue to pay the President his/her salary and to provide benefits as specified in the agreement. The Union will reimburse the Board for all such salary and benefits costs upon receipt of a statement.
3. For the purposes of pension, experience, and seniority, the President shall be deemed to be in the full employ of the Board. The President shall receive credit for normal sick leave accumulations. The President shall inform the Board of the number of days or partial days, if any, that he/she was absent from presidential duties due to illness. Such days or part days shall be deducted from the President's accumulated sick leave credits.
4. In the event the President is unable to fulfill the presidential duties for a period of three or more days the Board, if requested by the Union, shall provide a substitute teacher to permit another union member to assume the duties of the President. Provisions of Article A.29.1, A.29.2, A.29.3 and A.29.5 shall also apply.

5. The issue of the return of the President to his/her former assignment or another mutually agreeable assignment will be discussed and agreed to prior to the release.

ARTICLE A.30 LEAVE FOR UNION OFFICERS

1. An employee who is elected to a full-time position as an officer of the B.C.T.F. or who is appointed to a full-time term contract of employment with the B.C.T.F. shall be granted a leave of absence without pay for the duration of such duties. For purposes of experience, and seniority the employee shall be deemed to be in the full employ of the Board. The employee shall receive credit for normal sick leave accumulations.
2.
 - a. The employee shall be entitled to return to a position with the Board and the issue of the return to his/her former assignment or another mutually agreeable assignment will be discussed and agreed to prior to taking the leave.
 - b. Return shall be
 - i. at the commencement of the term and Notice of Intent to return must be provided by April 30 for return September 1 and by October 15 for return January 1, or
 - ii. at some date, other than the above, which is mutually agreed upon. If there is failure to agree the dates specified in (i) apply.

ARTICLE A.31 LEAVE FOR UNION ACTIVITIES

1. Upon written request by an employee to the Superintendent of Schools, the employee shall be granted a leave of absence to conduct union business. The request shall be made as early as possible and normally not less than three (3) working days prior to the commencement of the leave.
2. Such leave will not exceed 15 days per employee per school year, and 30 days per year for the Union Bargaining Chairperson. The Superintendent of Schools may grant additional leave of absence where a special request is made.
3. The Board shall continue to pay the teacher at his/her regular rate of pay during absences under this Article and the Union will reimburse the Board for such costs at the rate of a Category 5 (0) teacher on call.

ARTICLE A.32 LEAVE FOR BARGAINING

On completion of each set of contract negotiations, the Board will reimburse the Union up to a maximum of three thousand (\$3,000.) for the costs of teachers on call paid by the Union as a result of the absence of the Q.D.T.A. negotiating team from the classroom for purposes of meeting with the District negotiating team.

ARTICLE A.33 COLLEGE OF TEACHERS

1. An employee who is elected to a position with the B.C. College of Teachers shall be granted leave-of-absence from his/her teaching duties to conduct college business.
2. Such leave will not exceed 30 days per employee per school year. The Superintendent of Schools may grant additional leave-of-absence where a special request is made.
3. Payment shall be as outlined in Article A.31.

ARTICLE A.34 TEACHERS' ASSISTANTS

1. All teachers' assistants, (people excluded from the Bargaining Unit, including but not limited to, Student Support Workers, Youth Care Workers and First Nations' Support Workers) hired to assist teachers in carrying out their responsibilities shall be under the immediate supervision of those teachers to whom they are assigned as approved by the appropriate Administrative Officer.
2. The primary responsibility of the designing, implementing, supervising and assessing educational programs, evaluating students or educational programs remains with the teacher who may be assisted in that purpose by a Teacher Assistant.
3. Except under the immediate supervision of teachers, the foregoing shall not perform any of the duties of teachers as defined in the School Act and Regulations.
4. Teachers will not be required to submit written evaluations of any Teacher Assistants. Teachers may provide input into the evaluation process.

ARTICLE A.35 INTERNAL MAIL

Where no operational difficulties are created, the Union may use the District mail service and employee mail boxes for communication to bargaining unit members.

ARTICLE A.36 CONTRACTING OUT

Work performed by members of the bargaining unit as part of their regular duties and responsibilities shall not be contracted out except when there is agreement with the Union, such agreement not to be unreasonably denied.

ARTICLE A.37 SCHOOL STAFF COMMITTEES

1. The Board and the Union encourage each school to develop a staff committee.
2. To this end, staff committees shall:
 - a. be established at the beginning of each school year,

- b. consist of a size and membership to be determined by the staff,
 - c. review and make recommendations on matters relating to staff .concerns.
3. The school administration shall consider recommendations put forward by the staff committee, and if not implemented, a written explanation shall be provided to the school staff.

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. Subject to clauses hereinafter set forth, the following schedules of salaries shall be applied to determine the salaries of all teachers of the Union inclusive of holiday pay (other than for letters of Permission) within School District No. 28 (QUESNEL)

commencing July 1st, 2006 and the salary of each teacher shall be determined by reference to the said schedules in accordance with his or her category as designated by the Teachers' Qualifications Service and his or her experience.

a. July 1, 2006 – June 30, 2007

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 39,851	\$ 43,783	\$ 46,865	\$ 47,948
1	\$ 41,861	\$ 45,991	\$ 49,226	\$ 50,362
2	\$ 43,871	\$ 48,199	\$ 51,586	\$ 52,776
3	\$ 45,881	\$ 50,406	\$ 53,946	\$ 55,190
4	\$ 47,891	\$ 52,614	\$ 56,307	\$ 57,604
5	\$ 49,901	\$ 54,822	\$ 58,667	\$ 60,018
6	\$ 51,911	\$ 57,030	\$ 61,027	\$ 62,432
7	\$ 53,921	\$ 59,238	\$ 63,388	\$ 64,846
8	\$ 55,931	\$ 61,446	\$ 65,748	\$ 67,259
9	\$ 57,941	\$ 63,654	\$ 68,108	\$ 69,673
10		\$ 65,861	\$ 70,469	\$ 72,087
INCREMENT	\$ 2,010	\$ 2,208	\$ 2,360	\$ 2,414

b. July 1, 2007 – June 30, 2008

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 40,847	\$ 44,877	\$ 48,037	\$ 49,147
1	\$ 42,908	\$ 47,140	\$ 50,456	\$ 51,621
2	\$ 44,968	\$ 49,404	\$ 52,876	\$ 54,096
3	\$ 47,028	\$ 51,667	\$ 55,295	\$ 56,570
4	\$ 49,088	\$ 53,930	\$ 57,714	\$ 59,044
5	\$ 51,149	\$ 56,193	\$ 60,134	\$ 61,518
6	\$ 53,209	\$ 58,456	\$ 62,553	\$ 63,993
7	\$ 55,269	\$ 60,719	\$ 64,972	\$ 66,467
8	\$ 57,329	\$ 62,982	\$ 67,392	\$ 68,941
9	\$ 59,390	\$ 65,245	\$ 69,811	\$ 71,415
10	\$ -	\$ 67,508	\$ 72,230	\$ 73,889
INCREMENT	\$ 2,060	\$ 2,263	\$ 2,419	\$ 2,474

c. July 1, 2008 – June 30, 2009

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 41,868	\$ 45,999	\$ 49,238	\$ 50,376
1	\$ 43,980	\$ 48,319	\$ 51,718	\$ 52,912
2	\$ 46,092	\$ 50,639	\$ 54,198	\$ 55,448
3	\$ 48,204	\$ 52,958	\$ 56,677	\$ 57,984
4	\$ 50,316	\$ 55,278	\$ 59,157	\$ 60,520
5	\$ 52,427	\$ 57,597	\$ 61,637	\$ 63,056
6	\$ 54,539	\$ 59,917	\$ 64,117	\$ 65,592
7	\$ 56,651	\$ 62,237	\$ 66,597	\$ 68,128
8	\$ 58,763	\$ 64,556	\$ 69,076	\$ 70,664
9	\$ 62,567	\$ 66,876	\$ 71,556	\$ 73,201
10		\$ 71,117	\$ 76,168	\$ 77,942
INCREMENT 0-9	\$ 2,112	\$ 2,320	\$ 2,480	\$ 2,536

Benefit From Letter of Understanding No. 11 – 2008 Salary Harmonization:

2.5% increase:	\$ 60,874	\$ 69,196	\$ 74,036	\$ 75,737
Harmonization:	\$ 62,567	\$ 71,117	\$ 76,168	\$ 77,942
Harmonization %	2.78%	2.78%	2.88%	2.91%

Benefit From Letter of Understanding No. 12 – Teacher Supply and Demand Initiatives:

The maximum salary step is varied as set out below, for the following schools:

Narcosli Elementary, Nazko Valley Elementary, Wells Elementary, Kersley Elementary, Lakeview Elementary, Barlow Creek Elementary, Parkland Elementary, Bouchie Lake Elementary, Red Bluff Elementary

These schools are also entitled to the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 12.

Maximum	\$ 62,701	\$ 71,271	\$ 76,257	\$ 78,009
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d. July 1, 2009 – June 30, 2010

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 42,915	\$ 47,149	\$ 50,469	\$ 51,635
1	\$ 45,080	\$ 49,527	\$ 53,011	\$ 54,235
2	\$ 47,244	\$ 51,905	\$ 55,553	\$ 56,834
3	\$ 49,409	\$ 54,282	\$ 58,094	\$ 59,434
4	\$ 51,573	\$ 56,660	\$ 60,636	\$ 62,033
5	\$ 53,738	\$ 59,037	\$ 63,178	\$ 64,633
6	\$ 55,903	\$ 61,415	\$ 65,720	\$ 67,232
7	\$ 58,067	\$ 63,793	\$ 68,261	\$ 69,832
8	\$ 60,232	\$ 66,170	\$ 70,803	\$ 72,431
9	\$ 64,131	\$ 68,548	\$ 73,345	\$ 75,031
10		\$ 72,895	\$ 78,072	\$ 79,891
INCREMENT 0-9	\$ 2,165	\$ 2,378	\$ 2,542	\$ 2,599

Benefit From Letter of Understanding No. 12 – Teacher Supply and Demand Initiatives:

The maximum salary step is varied as set out below, for the following schools:

Narcosli Elementary, Nazko Valley Elementary, Wells Elementary, Kersley Elementary, Lakeview Elementary, Barlow Creek Elementary, Parkland Elementary, Bouchie Lake Elementary, Red Bluff Elementary

These schools are also entitled to the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 12.

Maximum	\$ 64,268	\$ 73,054	\$ 78,163	\$ 79,959
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e. July 1, 2010 – June 30, 2011

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 43,773	\$ 48,092	\$ 51,478	\$ 52,668
1	\$ 45,981	\$ 50,518	\$ 54,071	\$ 55,319
2	\$ 48,189	\$ 52,943	\$ 56,664	\$ 57,971
3	\$ 50,397	\$ 55,368	\$ 59,256	\$ 60,622
4	\$ 52,605	\$ 57,793	\$ 61,849	\$ 63,274
5	\$ 54,813	\$ 60,218	\$ 64,441	\$ 65,925
6	\$ 57,021	\$ 62,643	\$ 67,034	\$ 68,577
7	\$ 59,229	\$ 65,069	\$ 69,627	\$ 71,228
8	\$ 61,436	\$ 67,494	\$ 72,219	\$ 73,880
9	\$ 65,414	\$ 69,919	\$ 74,812	\$ 76,531
10		\$ 74,353	\$ 79,633	\$ 81,489
INCREMENT 0-9	\$ 2,208	\$ 2,425	\$ 2,593	\$ 2,651

Benefit From Letter of Understanding No. 12 – Teacher Supply and Demand Initiatives:

The maximum salary step is varied as set out below, for the following schools:

Narcosli Elementary, Nazko Valley Elementary, Wells Elementary, Kersley Elementary, Lakeview Elementary, Barlow Creek Elementary, Parkland Elementary, Bouchie Lake Elementary, Red Bluff Elementary

These schools are also entitled to the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 12.

Maximum	\$ 65,554	\$ 74,514	\$ 79,727	\$ 81,558
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ARTICLE B.2 TEACHER ON CALL PAY AND BENEFITS

1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
2. For the purposes of Employment Insurance, the employer shall report for a teacher on call, the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
3. A teacher on call shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee he/she is replacing is entitled to claim.

4. Teachers on call shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
5. Teachers on call shall be paid an additional compensation of \$3 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$1.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
6. Rate of Pay:
 - a. Employees who are employed as teachers on call shall be paid the rate specified below for each full day worked for the first three (3) days. Any provision in the Previous Collective Agreement which provides a superior daily rate shall remain part of the Collective Agreement.

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

LOCAL PROVISIONS:

7. Teachers on Call Articles

Teachers on Call shall only be covered by the Preamble, Articles A.1 through A.37, Articles B.1, B.2, B.7, B.10, B.12, B.20, B.21, B.22, B.23, B.26, B.27, B.28, B.31, C.1, C.2, C.20 through C.24, D.22, D.24 through D.34, E.1, D.2, D.20, E.21, E.25, F.20, G.1, Local LOU No.4 and all Provincial Letters of Understanding except No. 15 and No. 16.

8. Non-Instructional Days

For purposes of B.2.6 above only teachers on call who are assigned to work and who work on a non-instructional day will have that day counted as a consecutive teaching day.

Teachers on call who are not assigned to work will not accrue a day's credit for purposes of B.2.6 above but will not have their service considered broken because of the non-instructional day.

9. Call-Out

A teacher on call, when called to work, shall be entitled to no less than .5 of a full day's pay for a partial day's work and no more than 1.0 of a full day's pay for a full day's work.

10. Pay Periods

Teachers on Call will be paid every second Friday for the pay period ending the preceding Friday.

11. Teachers on Call List

The Board shall maintain a list of approved teachers on call. A copy of such list shall be provided to the Union in the months of September and January in each school year.

12. Working Conditions

Pursuant to Section 19 of the School Act, substitute assignments shall be given to teachers on call in preference to others provided the teacher on call has the necessary qualifications and experience.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

Provincial Article B.3 does not apply in School District No. 28 (Quesnel)

ARTICLE B.4 EI REBATE

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

ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN

1. In this Article:
 - a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;

- b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
 - a. between September 1 and September 30 or December 15 and January 15 in any school year;
 - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

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

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

1. Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
2. A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
3. An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of her/his intention to participate in the Plan by September 30th. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to clause 5 of this Article.
4. An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
5. Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
6. Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
7. An employee's accumulation in the Plan including her/his interest accumulation to March 31st shall be paid in equal installments on July 15 and August 15.
8. Notwithstanding clause 7 of this article, interest earned by the Plan for the period September 1, 2006 to August 15, 2008 shall be retained by the employer. Thereafter, interest earned by the Plan in the months of April through August shall be retained by the employer.
9. The employer shall inform employees of the Plan at the time of hire.
10. Nothing in this Article shall be taken to mean than an employee has any obligation to perform work beyond the regular school year.

ARTICLE B.9 PAY PERIODS

Article B.9 is not applicable in School District No. 28 (Quesnel). See B.9.4 below.

LOCAL PROVISIONS:

4. Pay Dates

- a. The Board shall pay each teacher, by direct deposit to his/her bank account, 1/20th of their salary on:
 - i. the Friday following school opening in September (it is understood that this payment may only be an estimate).
 - ii. the school day on, or immediately preceding, the 15th day of each month (October - June).
 - iii. the last day of each month, (September - May) and the last school day in June.

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.

[Provincial Article B.10.4 and B.10.5 do not currently apply in School District No. 28 (Quesnel)]

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. **Teacher's Share of Benefits on Unpaid Leave**

Subject to the terms of the individual benefit plans, a teacher on unpaid leave or layoff shall be entitled to remain on the benefit plans for 12 months by paying the full premium cost in advance for each four (4) month period.

3. Medical Services Plan

The Board shall pay 100 per cent of the cost of the premium for the B.C. Medical Services Plan.

4. Extended Health Benefits

- a. The Board shall pay 90 per cent of the cost of premiums of an extended health benefits plan.
- b. The plan will provide eyeglass coverage to a maximum of \$200 every two (2) years, and a provision for adult hearing aids to a maximum of \$400 every five (5) years.

5. Dental Plan

- a. The Board shall pay 80 per cent of the cost of premiums of a dental plan which shall include:
 - i. Plan "A" 100 per cent
 - ii. Plan "B" 60 per cent
 - iii. Plan "C" 50 per cent with a \$2500.00 lifetime limit per family member on Plan C.
- b. Teachers shall not be entitled to be both a member and a dependant on the Dental Plan.

6. Group Life Insurance

- a. The Board shall pay 100 per cent of the cost of premiums of a group life insurance plan.
- b. The benefit maximum under the group life insurance plan shall be \$250,000.

7. Optional Life Insurance

The Board agrees to deduct premiums for those teachers who participate in the optional term life insurance plan.

8. Benefit coverage for all teachers will be provided

Full coverage in accordance with the ratios stated in the above clauses for all teachers employed 50% time or more and .5 of the ratios for those teachers employed less than 50% time.

9. B.C.T.F. Salary Indemnity Plan

- a. All teachers shall participate in the B.C.T.F. Indemnity Plan. The teachers shall pay 100 per cent of the cost of premiums of the plan. The Board will deduct premiums from teachers for the S.I.F. Plan.
- b. Coverage for teachers will be provided while they are on Salary Indemnity payments for medical, dental and life insurance premiums in accordance with coverage generally provided.

10. Benefit Forms

- 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. 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 and Union shall assist employees in obtaining required benefits from the various benefit plans.
- c. Benefit coverage shall be extended to the end of the next teaching month following a deduction of premiums.

11. Benefit Plan Information and Changes

- a. Upon request of the Union, the Board will authorize District carriers to release to the Teachers' Union, information on Master Teacher Benefit Plans and Financial/Actuarial Statements.
- b. It is understood that the Board shall have the right to change plan carriers, provided there is no loss of benefit coverage.

12. Employee Family Assistance Plan

- a. There shall be an Employee Family Assistance Plan that shall provide a counselling and referral service while maintaining strict confidentiality.
- b. The current district/employee cost sharing formula for the E.F.A.P. shall remain in effect.
- c. The Employee Family Assistance Plan will be administered by a Committee on which the Union will have representation.

13. Death Benefits

In the event of the death of a teacher who, at the time of death has been employed by the Board continuously for six months, the Board shall, with the approval of the Plan Carriers, continue to provide the medical, extended health, and dental benefits to the dependants of the deceased teacher for a period of three (3) months after the death of the teacher.

ARTICLE B.12 CATEGORY 5+

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

Transition Process

Note 1:

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

Note 2:

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

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

ARTICLE B.20 SCHEDULES TO BE USED FOR LETTER OF PERMISSION

1. Persons holding Letters of Permission will be paid on the category 4 scale.

ARTICLE B.21 PLACEMENT ON SCALE

1. Each teacher shall submit all documentation required by the Board to establish salary placement. Such documentation shall be submitted within three months of commencement of employment or change in categorization or certification. The teacher shall be responsible for advising the Board, in writing, of delays which occur in obtaining the documentation necessitating an extension of the time limits.
2. The Board shall notify the teacher, in writing, of the category and experience placement that has been assigned.
3. Upon receipt of documentation which establishes a salary category different from that in which the employee was initially placed, a salary adjustment shall be effective retroactive to the time of initial placement but limited to one calendar year.
4. In the event that a teacher wishes to appeal his/her placement on the salary scale, for category and/or experience, the teacher must apply in writing to the Superintendent for adjustment. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, the grievance procedure will apply.

ARTICLE B.22 EXPERIENCE RECOGNITION

1. Qualified teachers from other provinces of Canada, other nations of the Commonwealth, the U.S.A. and other countries with acceptable educational standards shall be granted increments for all approved teaching prior to entry into British Columbia. All full time and part-time teaching experience gained in government inspected B.C. schools shall be recognized for placement on the salary schedule.
2. Increments shall be granted to a teacher on leave of absence for professional growth in his or her own sphere of teaching. Increments will be granted to a teacher on medical leave of absence, provided that where such leave extends for more than one year, only one increment shall be paid in respect of such leave of absence. (For increments applicable in the case of maternity leave see Article G.26 Maternity Leave.)
3. The experience established in accordance with Article B.23 will place each teacher on one of two increment starting dates; September 1st or January 1st.

ARTICLE B.23 DEFINITION OF EXPERIENCE

1. Ten (10) months of full time employment or its equivalent, shall constitute a year's experience for increment purposes.
2. Periods of part-time teaching and short term appointments and teacher on call days will be added together for accumulation of years of experience credit.
3. Effective September 1, 1989, teacher on call experience shall accumulate for experience recognition. 160 teacher on call days shall constitute a year's experience.
4. When full time employment equals, or accumulations of employment total 8/10th of a year or greater the teacher shall be granted a year's experience for increment purposes. Nothing in this provision shall entitle a teacher to earn more than one year's increment for one year of service.

ARTICLE B.24 PART TIME TEACHERS' PAY AND BENEFITS (CONTINUING AND TEMPORARY)

1. Salary

Part-time teachers shall be paid that portion of their regular grid placement that relates to the portion of their teaching assignment.

2. Payroll Benefits

See Article B.11.8 for benefit coverage.

3. Sick Leave

Part-time teachers shall accumulate and be eligible to use sick leave in the same proportion as that determined for payment of salary (see above).

4. Part-Time Leaves

- a. A teacher with a continuing full-time appointment to the District may request a partial leave, specifying the fraction of time for which the leave is requested and the length of time for which the partial leave is requested. The Board will attempt to honor the request and will advise the applicant in writing stating the reasons for denial in the event that the request cannot be honoured.
- b. When the request under Article B.24.4.a has been granted, teachers who temporarily move from full-time assignment to a part-time assignment shall be considered on leave for the fraction of time for which the leave has been approved.
- c. When the request under Article B.24.4.a is granted by the Board the teacher shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the Board has granted the part-time leave.
- d. With mutual consent of the Board and the teacher the Board may appoint a part-time teacher employed under Article B.24.4.a to an additional temporary part-time assignment for a specified period and fraction of time.
- e. Two teachers employed full-time by the Board may jointly, under Article B.24.4.a request a specified job sharing assignment in respect of a single full-time position. Where the request is granted;
 - i. salary shall be pro-rated according to the percentage of time worked by each teacher;
 - ii. the Board shall pay the benefit contributions provided in Article B.11.8;
 - iii. when one of the teachers agrees to work due to the temporary absence or illness of the other teacher, that teacher shall receive payment at full pro-rata scale for all such work.

ARTICLE B.25 TEMPORARY TEACHERS' PAY AND BENEFITS

1. Salary

Temporary teachers shall be paid in accordance with Section B.

2. Payroll Benefits

See Article B.11.8 for benefit coverage.

3. Sick Leave

Temporary teachers shall accumulate and be eligible to use sick leave in accordance with Article G.20.

ARTICLE B.26 SPEECH/LANGUAGE PATHOLOGISTS

1. Speech/Language Pathologists, as recognized in Article A.3.3, shall be paid in accordance with the salary schedule established in Article B.21.
2. Placement on the salary schedule shall be:
 - a. at the category which is most nearly equivalent to the category of teachers based on years of University level training in the discipline; and
 - b. at the experience level as determined by Articles B.22 and B.23.
3. All other items and conditions of employment established in this Agreement shall apply to Speech/Language Pathologists.

ARTICLE B.27 PARTIAL MONTH'S TEACHING

Where employment begins on a day other than the first day of a month, or terminates on a day other than the last day of a month, the amount to be paid in salary for the days worked in that month shall be the monthly salary less 1/195th of the teacher's annual salary for each school day not worked.

ARTICLE B.28 DEFINITION OF A DAY

For payroll calculation purposes, a "day" shall be paid (or deducted) at the rate of 1/195th of annual salary.

ARTICLE B.29 SUPPLEMENTAL ALLOWANCES

1. In addition to the scales noted in Article B.1.5 and B.20, the following supplemental allowances shall be paid:
 - a. Department Heads and Elementary Counsellor:

i.	Effective July 1, 2006:	\$ 2,255.00
ii.	Effective July 1, 2007:	\$ 2,311.38
iii.	Effective July 1, 2008:	\$ 2,369.16
iv.	Effective July 1, 2009:	\$ 2,428.39
v.	Effective July 1, 2010:	\$ 2,476.96
 - b. D.R.M.C. Coordinator, French Coordinator and Computer Coordinator:

i.	Effective July 1, 2006:	\$ 4,750.88
ii.	Effective July 1, 2007:	\$ 4,869.65
iii.	Effective July 1, 2008:	\$ 4,991.39
iv.	Effective July 1, 2009:	\$ 5,116.17
v.	Effective July 1, 2010:	\$ 5,218.50

c. Native Coordinator and Coordinator Support Services:

i.	Effective July 1, 2006:	\$ 3,477.83
ii.	Effective July 1, 2007:	\$ 3,564.77
iii.	Effective July 1, 2008:	\$ 3,653.89
iv.	Effective July 1, 2009:	\$ 3,745.24
v.	Effective July 1, 2010:	\$ 3,820.14

2. Teachers assigned to positions at Wells and/or Nazko Schools shall each receive an annual supplementary allowance as follows:

a.	Effective July 1, 2006:	\$ 1,025.00
b.	Effective July 1, 2007:	\$ 1,050.63
c.	Effective July 1, 2008:	\$ 1,076.89
d.	Effective July 1, 2009:	\$ 1,103.81
e.	Effective July 1, 2010:	\$ 1,125.89

ARTICLE B.30 FIRST AID ALLOWANCE

1. Any teacher shall be entitled to reimbursement for the applicable course fees for the certificate subject to successful completion of the course. The responsibility to provide proof of payment and successful completion will rest with the teacher.
2. A teacher voluntarily acting under the direction of the Board as the first aid attendant in his/her school shall be paid an allowance of \$765.00 per annum if the teacher holds a valid Occupational First Aid Level 3 or an allowance of \$306.00 per annum if the teacher holds a valid Occupational First Aid Level 1.
3. The allowances in Article B.30.2 shall be increased as follows:

a. Occupational First Aid Level 3:

i.	Effective July 1, 2006:	\$ 784.13
ii.	Effective July 1, 2007:	\$ 803.73
iii.	Effective July 1, 2008:	\$ 823.82
iv.	Effective July 1, 2009:	\$ 844.42
v.	Effective July 1, 2010:	\$ 861.31

b. Occupational First Aid Level 1:

i.	Effective July 1, 2006:	\$ 313.65
ii.	Effective July 1, 2007:	\$ 321.49
iii.	Effective July 1, 2008:	\$ 329.53
iv.	Effective July 1, 2009:	\$ 337.77
v.	Effective July 1, 2010:	\$ 344.52

ARTICLE B.31 NO REDUCTION IN SALARY

The salary of any teacher now engaged shall not be reduced by the signing of this agreement, provided that the teacher remains engaged in that same position.

SECTION C EMPLOYMENT RIGHTS

ARTICLE C.1 RESIGNATION

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

ARTICLE C. 2 SENIORITY

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

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

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

LOCAL PROVISIONS:

7. The Board and the Union agree that increased length of service by employees in the employment of the Board entitles said employees to increased security of teaching employment (provided that they possess the qualifications necessary for the positions available). It is further agreed that this principle of security shall be consistent with the preservation of a satisfactory learning situation in accordance with the Board's fundamental interest noted above.

8. Definitions

For the purposes of this agreement, the following definitions will apply:

- a. Day
 - i. "Day" will mean a calendar day.
- b. Seniority
 - i. "Seniority" will mean an employee's aggregate length of service in the employment of the Board, inclusive of service under temporary appointment and part-time teaching; and leave of absence related to any approved leave except the following:
 - 1. leave of absence pursuant to deferred salary leave.
 - 2. leave of absence for travel reasons.
 - ii. In addition to the provisions of C.2.8.b above seniority shall include:

1. Teacher on Call seniority accumulated pursuant to Article C.2.3, and
2. Seniority ported in accordance with Article C.2.2 provided that in no case, shall an employee be credited with more than 1 year of seniority for any calendar year.
- iii. When the seniority of two or more employees is equal pursuant to C.2.8.b.i and C.2.8.b.ii, the employee with the greatest continuous length of service, with the Board, shall be deemed to have the greatest seniority.
- iv. When the seniority of two or more employees is equal pursuant to C.2.8.b.iii, the employee with the greatest number of days of Teacher on Call employment with the Board in the twenty-four month period just prior to appointment shall be deemed to have the greatest seniority.
- v. When the seniority of two or more employees is equal pursuant to C.2.8.b.iv, the employee with the greatest aggregate length of service, with another school authority, recognized for salary experience purposes, shall be deemed to have the greatest seniority.
- vi. When the seniority of two or more employees is equal pursuant to C.2.8.b.v, the employee with the earliest application for employment with the Board shall be deemed to have the greatest seniority.
- vii. When the seniority of two or more employees is equal pursuant to C.2.8.b.vi, the employee selected by lot shall be deemed to have the greatest seniority.
- viii. For the purpose of C.2.8.b.iii, continuous length of service shall be deemed not to have been broken by resignation for purposes of maternity followed by re-engagement within a three year period.
- ix. For the purpose of C.2.8.b.iii, continuous length of service shall be deemed not to have been broken by termination and recall pursuant to this agreement.

9. General

- a. Seniority List
 - i. The Board shall, by November 15, forward to the Union a list of all employees employed by the Board, in order of seniority, setting out the length of seniority as calculated according to Article C.2.8.b.
 - ii. The Union shall bring to the attention of the Board any errors in the Seniority List on or before December 15.

ARTICLE C.3 LAYOFF, RECALL AND SEVERANCE PAY

1. Definitions

a. Qualifications

- i. In this agreement, necessary qualifications in respect of a teaching position means the possession of a valid teaching certificate for the Province of British Columbia, and one (1) or more of the following:
- ii. a university teaching major, or its equivalent, directly related to the teaching position, or
- iii. at least one (1) full time equivalent year of successful teaching experience in the position or in a similar position, or
- iv. a reasonable expectation based on a teacher's skills, abilities, professional development and overall classroom teaching experience that the teacher will be able to perform the duties of the position in a successful manner.

b. Terminations

- i. For the purposes of this Article, "termination" (or "layoff") and "reduction in total numbers" includes the termination of teachers on continuing contract, termination of a temporary contract teacher prior to the end of the term of the contract and a decision by the Board, other than for just and reasonable cause, to not offer a further temporary contract at the expiry of a teacher's contract to a teacher who has been appointed after January 1, 1989 to two or more temporary contracts in the District.

2. Procedures

a. Termination

- i. When, for educational or budgetary reasons, the Board determines that it is necessary to reduce the total number of teachers employed, the teachers to be retained on the active teaching staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
- ii. The Board shall give each teacher whose contract it intends to terminate, pursuant to this agreement, a minimum of forty-five (45) days notice in writing, such notice to be effective at the end of that school term, and to contain the reason for the termination and a list of teaching positions available or to be held by teachers with less seniority. A copy of said notification shall be sent to the Union.
- iii. If a teacher's contract has been terminated as indicated in Article C.3.2.a.i, the teacher's name shall be placed on a recall list for a period of 30 months (subject to Article C.3.2.c.v).

- iv. The teacher shall notify the payroll department, in writing, of his/her intention to remain on recall or receive severance pay, during the first 12 months or he/she will continue on the recall list and forfeit severance pay.
- b. Severance Pay
- i. A teacher on continuing appointment who has one or more years of continuous employment and who is terminated, save and except a teacher who is terminated or dismissed for just cause, may elect to receive severance pay at any time during the first twelve (12) months following the effective date of the termination.
 - ii. Severance pay shall be calculated at the rate of five percent of one year's salary for each F.T.E. year of continuous paid service with the Board to a maximum of one year's salary. Salary on which severance pay is calculated shall be based on the teacher's annual salary, including allowance, at the time of the teacher's termination.
 - iii. A teacher who receives severance pay pursuant to this article and who is subsequently re-hired by the Board, shall retain any payment made under the terms of this section and the calculation of years of service shall commence with the date of such re-hiring.
- c. Recall
- i. If a teaching position becomes vacant during the recall period noted in Article C.3.c.a.iii the Superintendent of Schools or designate will offer the position to the teacher on the recall list who is qualified for the position and has the most seniority in accordance with Article E.22.8. If that teacher declines the offer the position shall be offered to the next qualified teacher on the recall list and the process shall be repeated until the position is filled.
 - ii. A teacher who is offered recall pursuant to Article C.3.2.c.i shall inform the Board whether or not the offer is accepted, within seven days of the receipt of such offer.
 - iii. The Board shall allow 10 days from an acceptance of an offer under Article C.3.2.c.ii for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, the Board and the teacher shall agree to extend the time limit to a maximum of twenty (20) days.
 - iv. A teacher on the recall list is responsible for keeping the office of the Superintendent of Schools informed of changes of name, address, telephone number and qualifications. For purposes of this agreement, an offer sent to the last known address by registered mail and returned as undeliverable will constitute a refusal in accordance with Article C.3.2.c.v.
 - v. A teacher's right to recall under this agreement is lost if:

1. the teacher refuses to accept two positions of comparable time, and not requiring a change in residence between any two of the zones defined below, offered by the Board for which the teacher possesses the necessary qualifications, or
 2. 30 months elapse from the effective date of termination under this article and the teacher has not been recalled.
 3. the teacher elects to receive severance pay,
 4. for purposes of Article C.3.2.c.v.1 the zones of residence shall be
 - a. Nazko
 - b. Narcosli
 - c. Wells
 - d. Quesnel (including all areas not specified in a through c.
 5. Article C.3.2.c.v.1 does not apply if at the time of such offers the teacher would be entitled to maternity leave or is attending university.
- vi. Upon recall, a teacher shall be entitled to a continuing appointment if she/he had a continuing appointment at the time of termination. However, while a teacher is on the recall list, the Board may offer a temporary assignment subject to Article C.3.2.c.vii.
 - vii. Upon acceptance of a temporary assignment, a teacher shall retain his/her former continuing appointment recall status even though the interim assignment may be for a specified term. Such an interim assignment does not jeopardize the teacher's right to all of the recall provisions contained in this agreement. Time accumulated on such assignments will become part of the teacher's service.
 - viii. A refusal to accept a temporary assignment shall not be deemed a refusal as specified in Article C.3.2.c.v.1 above.

3. General

a. Recall List

The Board shall maintain a recall list. Copies of that list will be sent to each person on that list, and to the Union from time to time, or upon request.

b. Sick Leave

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

c. Benefits

A teacher who retains the right of recall shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in the regular salary agreement.

Payment for the full cost of such benefits will be made in advance (each four (4) month period) by the teacher to the Board, for remittance to the carriers.

- d. Any question regarding the interpretation, application or enforcement of this article shall be subject to the procedures found in Article A.6 (Grievance Procedure).

ARTICLE C.20 DEFINITIONS OF TEACHER STATUS

1. Continuing Contract

- a. All teachers appointed to the teaching staff of the District shall be appointed on a continuing contract of employment except for:
 - i. Temporary Teachers
 - ii. Teachers on Call

2. Teacher on Call

Teacher on Call shall mean a teacher holding a valid teaching certificate and hired on a day to day basis.

ARTICLE C.21 TEMPORARY TEACHERS' EMPLOYMENT RIGHTS

1. A temporary appointment may be used for any position, part time or full time, temporarily existing or temporarily vacant. Temporary appointments would normally be used for:
 - a. positions of teachers who are on a leave-of-absence,
 - b. positions that become vacant after the start of a new school year,
 - c. positions by persons holding a Letter of Permission.
2. Temporary appointments shall be in writing and specify the period of duration. At the expiration of the period specified, the temporary appointment shall be deemed to be terminated.
3. The Board shall notify by May 1 those teachers on temporary contract of their employment prospects for the coming year.
4. The Superintendent or his/her designate shall, upon request, meet with the Union to discuss the nature and circumstances of the temporary position.
5. A teacher who is placed on a continuing contract while working on a temporary assignment that subsequently ends, or a teacher with a continuing contract who, while on the recall list, accepts a position that is temporarily vacant and that position subsequently ends, will return to a continuing position or be placed on the recall list (Article C.3.2.c), as appropriate. The notice requirement in Article C.3.2.a.ii will not apply.

6. Teachers on temporary contract who have not received a less than satisfactory report shall be granted continuing contracts of employment not later than the completion of eighteen (18) months aggregate service (calculated from September 1, 1988) in the employment of the Board. The Board agrees to inform the Union of any positions temporarily existing within 15 days of the appointment.

ARTICLE C.22 PROBATION

1. During the first 10 months of employment (whether as a temporary teacher or as a new teacher to the District on a continuing contract) a teacher shall not be released from the School District unless:
 - a. The teacher has received at least two less than satisfactory reports. The first report shall be followed by an assistance plan. There shall be no less than sixty (60) days between the reports. The evaluation process and criteria will be outlined to the teacher prior to the evaluation taking place. This article is subject to the grievance procedure under Article A.6; or,
 - b. Circumstances within the District warrant the use of Article C.3.

ARTICLE C.23 DISCIPLINE, SUSPENSION AND DISMISSAL

1. Teacher Representative

A teacher shall have the right to be accompanied by a representative at any meeting called to discuss the teacher's performance.

2. Confidentiality

The Board shall use discretion and attempt to maintain confidentiality in discipline matters.

3. Discipline, Suspension and Dismissal

- a. The Board may not dismiss or take disciplinary action save and except for just and reasonable cause.
- b.
 - i. Differences respecting dismissal and disciplinary action shall be subject to the grievance procedure in Article A.6 of this Agreement.
 - ii. Dismissal grievances may be initiated at the joint committee stage of the dispute resolution process.
- c. Where a teacher is under investigation by the Board for any cause, the employee and the Union shall be advised in writing of that fact and the nature of the allegation immediately, unless substantial grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified at the earliest reasonable time and before any action is taken by the Board, and the

employee shall be advised of the right to be accompanied by a representative of the Union at any interview in connection with such investigation.

- d. Except as noted in Article C.23.3.e below and unless the Union waives the right to such a meeting, the Board shall not suspend or dismiss any person bound by this Agreement unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present, in respect of which:
 - i. The employee and the Q.D.T.A. shall be given at least 72 hours' notice of the meeting, and a written statement of the grounds for the contemplated action.
 - ii. Twenty-four hours prior to the hearing, the employee and the Q.D.T.A. shall be given all documents that will be considered at the meeting.
 - iii. The Q.D.T.A., on behalf of the teacher, may file a written reply to the allegations prior to the meeting.
 - iv. At such meeting, the teacher may be accompanied by a representative and/or advocate appointed by the Q.D.T.A. 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, of procedure and information.
 - v. The decision of the Board shall be communicated in writing to the teacher and the Union and shall contain a full and complete statement of the grounds for the decision.
- e. Where an employee is suspended under Section 15(4) or 15(5) of the School Act, the Board shall hold a meeting in accordance with the foregoing provisions unless the right to such a meeting is waived by the Union. Such meeting shall be held prior to the Board reaching a final decision on the disposition of the case. The Board retains the right to proceed under 15(7) of the School Act.
- f. Both parties agree that investigations and reasons for decisions concerning teacher suspension and dismissal are best dealt with in a confidential manner. Should either side, however, feel compelled to release information concerning teacher suspension or dismissal to the media, the releasing party must first discuss the nature of the release with the other party.
- g. When an employee receives a written warning, is suspended or dismissed by the Board, the Q.D.T.A. will be informed promptly by copy of the written warning, letter of suspension, letter of dismissal or by separate letter notifying the Union that disciplinary action has been taken.
- h. When a teacher is to receive discipline, he/she shall have the right to have a Union representative in attendance.
- i. At an arbitration in respect of the discipline, suspension 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.

- j. Conduct of a teacher during non-school hours and off school premises shall not be grounds for any form of discipline, except where there is just and reasonable cause for disciplinary action.

ARTICLE C.24 FORMAL EVALUATION OF TEACHERS

If, through exercising general supervision the administrator has a concern about the adequacy of the teacher's work performance, the Administrative Officer shall initiate the following process of formal evaluation.

1. Concern regarding performance:

- a. The teacher's administrator will initiate discussion regarding formal evaluation by sending the teacher written notification requesting a meeting to discuss the teacher's performance. A copy of the written notification shall be forwarded to the Union.
- b. At any meeting concerning performance evaluation, either party may be accompanied by a representative.
- c. If the concern remains, then the teacher will be informed in writing that a formal evaluation process will be initiated.
- d. The teacher and the evaluator shall meet to discuss the formal evaluation. Should the teacher elect not to avail himself/herself of the opportunity to meet with the evaluator to develop criteria within 5 working days of being invited to meet, the evaluator will provide the teacher with the criteria to be used, in writing.

2. Written Evaluation Reports:

- a. All formal evaluations of the work of a teacher shall be in writing and shall be made with the teacher's knowledge.
- b. Formal evaluations shall be based on observations and documentation and shall state whether the teacher's performance is satisfactory or unsatisfactory.
- c. If an evaluator notes an area in the teacher's work where the need for continued growth is indicated, the evaluator shall include specific recommendations.
- d. The content of a report shall be based solely on the personal assessment and analysis of the learning situation as observed by the evaluator.
- e. Involvement or non-involvement in extra-curricular activities, participation in union activities or matters not directly related to teaching duties are outside the scope of evaluating and reporting on the work of a teacher.
- f. Written reports on the work of a teacher shall be drafted on the basis of 3 to 9 observations. The teacher shall have the opportunity to select at least two observation times. The evaluator shall first seek agreement with the teacher on the purpose, the time span and schedule, and the criteria to be used five (5)

working days prior to commencing observations. No observations shall be made in the first fifteen (15) teaching days of an assignment or after a change of assignment.

- g. Following observations or supervisory visits, the evaluator shall communicate to the teacher his/her observations before the next visitation. Such observations shall be provided to the teacher in the form of a written anecdotal statement within 2 working days of the observation.
- h. During the formal evaluation process the evaluator may give the teacher advice.
- i. Normally reports shall be on the teacher's assignment in his/her prime area of expertise. Discrepancy between the teacher's assignment, professional training and preferences of teaching subjects and grades shall be reflected in any reports.
- j. Areas of assignment observed shall be noted in the report.

3. Filing of Report:

- a. The teacher shall be given a draft copy of the written formal evaluation and an opportunity to meet with the evaluator to discuss the draft copy prior to preparation of the final copy. Either party may be accompanied by a representative to review the draft.
- b. The formal evaluation report shall be filed in the teacher's personnel file at the School District office. A copy shall be given to the teacher at the time of filing. One additional copy may be retained by the evaluator.
- c. The teacher shall have the right to submit to the evaluator a written commentary on the formal evaluation which shall form part of the report.

4. Individual assistance plan:

- a. A teacher receiving a less than satisfactory report will attend a meeting convened by the Superintendent of Schools or designate which will include the evaluator and a representative of the Union.
- b. The purpose of this meeting is to establish an individual assistance plan which will be followed by a second formal evaluation. The Individual Assistance Plan is intended to organize supportive professional services for teachers who have received a formal evaluation that indicates a less than satisfactory learning situation.
- c. The plan will include the participants and the techniques that will be employed to assist the teacher. The Superintendent or designate's involvement in the development of the individual teacher's assistance plan does not in any way preclude him or her from conducting the second formal evaluation report on the teacher following the completion of the individual assistance plan.
- d. Where a teacher receives a less than satisfactory report, the teacher may request and will be granted leave of absence of up to one year for the purpose of

taking a program of professional or academic instruction. This is subject to course selection and timing of the leave being approved by the Superintendent. While awaiting the leave, further formal evaluations will not occur. Subsequent formal evaluation shall not occur during the first fifteen (15) working days after the teacher's return from this leave.

5. Second Formal Evaluation:

If the formal evaluation results in a second less than satisfactory report, then the teacher will again be provided with the assistance outlined in Article C.24.4.

6. Third Formal Evaluation:

The third formal evaluation shall be conducted by an evaluator other than the individual(s) writing the previous two (2) reports, as determined by the Superintendent of Schools.

7. Procedures where dismissal is based on performance:

- a. The Board shall not dismiss a teacher on the basis of less than satisfactory performance of teaching duties except where the Board has received at least three reports pursuant to this Article indicating that the learning situation in the class or classes of the teacher is less than satisfactory.
- b. The reports shall have been issued in a period of not less than 12 or more than 24 months, such period not to include the time during which the teacher is on an approved leave-of-absence.
- c.
 - i. At least one of the reports shall be a report of the Superintendent of Schools, or the Assistant Superintendent of Schools.
 - ii. The other two reports shall include only reports of:
 1. The Superintendent of Schools or an Assistant Superintendent of Schools;
 2. A Director of Instruction; or
 3. The Principal of a school to which the teacher is assigned.
- d. Where the Board decides to dismiss a teacher, it shall provide thirty (30) days notice of dismissal or pay in lieu of all or part of the notice period.

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

1. Effective September 1, 2006, in districts where elementary teachers are entitled to less than 90 minutes of preparation time each week, each full-time elementary teacher shall receive an average of 90 minutes of preparation time per week.
2. Effective September 1, 2007, in districts where elementary teachers are entitled to less than 90 minutes of preparation time each week, each full-time elementary teacher shall receive 90 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement
3. Preparation time for part time teachers shall be provided in accordance with the Previous Collective Agreement.

[See also Article D.23 Hours of Work]

ARTICLE D.5 MIDDLE SCHOOLS

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

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

ARTICLE D.20 INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION

ARTICLE D.21 INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION

ARTICLE D.22 REGULAR WORK YEAR

- 1. The annual salary established for employees covered by this Agreement shall be payable in respect of the employees' regular work year which shall not exceed 195 days in session per school year. There shall be no more than 190 days of instruction and up to 5 non-instructional days.
- 2. All days in session shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays and Sundays, statutory holidays, Christmas break and spring break, except in years when 195 days cannot be scheduled. The school year may extend into the last week in June, provided there will not be more than 190 days of instruction.
- 3. The first day of Christmas break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1 unless January 1 is a Sunday then school shall reopen Tuesday, January 3.

4. Normally, the first day of spring break shall be the third Monday in March. School shall normally reopen the fourth Monday in March.
5. In no event shall the number of instructional days in the regular work year exceed the requirements of Regulation 8 of the School Act.

ARTICLE D.23 HOURS OF WORK

1. Each full time elementary teacher's weekly assigned instructional hours, exclusive of noon intermission, shall not exceed twenty-five (25) hours inclusive of:
 - a. ninety (90) minutes of preparation time;
 - b. daily recesses.
2. Each full time secondary teacher's weekly assigned instructional hours, exclusive of regular noon intermissions, shall not exceed twenty-seven and one-half (27 1/2) hours inclusive of:
 - a. twelve and one-half percent (12.5%) preparation time per timetable week.
 - b. change periods and homerooms.
3. Part-time teachers shall receive a pro-rata entitlement based on their F.T.E. assignment to the School.
4. **Duration of a School Day for Teachers**
 - a. The duration of the school day for a teacher shall not exceed seven consecutive hours inclusive of supervision as it pertains to Article D.31, instruction, recess, class breaks, preparation time and the regular noon intermission.
 - b. The practice of consecutive hours, will only be altered with agreement of the Union. Such agreement not to be unreasonably denied.

ARTICLE D.24 AVAILABILITY OF TEACHER ON CALL OR UNCERTIFIED SUBSTITUTE

1. When a classroom teacher is absent from a school, the Board will make every reasonable effort to employ a Teacher on Call or Uncertified Substitute to replace that teacher forthwith upon being informed of such absence.
2. When a teacher, who is excluded from Article D.24.1, is absent from a school, the Board will make every reasonable effort to employ a Teacher on Call or Uncertified Substitute to replace that teacher on the second day of absence and each day thereafter.
3. Teachers, except a Teacher on Call or Uncertified Substitute shall not normally be required:

- a. To perform the tuition or instructional duties of a teacher who is absent.
 - b. To supervise the students of a teacher who is absent except in emergency situations.
4. A Teacher on Call or Uncertified Substitute shall only be required to perform the tuition, instructional and supervisory duties of the teacher the Teacher on Call or Uncertified Substitute has been called to replace or where no duties have been assigned for a portion of the day, such duties as may be assigned by the Administrative Officer.

ARTICLE D.25 EXTRA-CURRICULAR ACTIVITIES

- 1.
 - a. Extra-curricular activities and programs are defined as being beyond the activities relating to Provincially and locally established curriculum.
 - b. The Board and Q.D.T.A. agree that extra-curricular activities are an important aspect of school programs. It is recognized that extra-curricular activities are assumed by a teacher on a voluntary basis.
 - c. Extra curricular activities shall not form any part of a job description, posting, evaluation of a teacher, nor will it be a consideration for placement of teachers presently employed on a temporary or continuing contract or teachers on the recall list.
- 2. The Board agrees to indemnify teachers voluntarily involved in authorized extra-curricular activities against each and every claim or action brought against the teacher as a result of the lawful performance by the teacher of his/her duties.

ARTICLE D.26 HEALTH AND SAFETY

- 1. The Board agrees to make reasonable and proper provisions for the maintenance of high standards of health and safety in the work place.
- 2. The Board shall ensure that each work site can access online the Occupational Health and Safety Regulation of the Workers' Compensation Act.

ARTICLE D.27 HEALTH AND SAFETY COMMITTEE

- 1. A District Health and Safety Committee shall be established. The Committee shall be composed of not fewer than six members. The members shall represent the Q.D.T.A., the employer and any other employee Union. In no case shall the employer's representatives outnumber those of the employee groups.
- 2. The Committee shall:
 - a. Determine its mandate in accordance with the W.C.B. Regulations and the Workplace Hazardous Materials Information System.

- b. Make written recommendations to the employer on Health and Safety issues with copies to both Unions. The employer shall provide written responses on the recommendations and copy both Unions.
 - c. Consider recommendations put forward by the Q.D.T.A. and other employee Unions.
 - d. Hold regular meetings in accordance with the W.C.B. Regulations and forward copies of the meeting minutes promptly to the employer and the Q.D.T.A.
3. School based Health and Safety Committees should be established under the direction of the Administrative Officer.

ARTICLE D.28 STUDENT MEDICATION AND MEDICAL PROCEDURES

1. Teachers have a duty to render assistance to pupils in emergency situations.
2. The Board shall not require a teacher to administer medication on a regular or predictable basis.

ARTICLE D.29 FIRST AID ATTENDANTS

Should a work-site be small enough that it is not covered by WCB regulations and the Provincial agreement, the Board will seek a volunteer first aid attendant from within the staff at that job site.

ARTICLE D.30 STAFF MEETINGS

1. Notice

At least 7 days notice of regular staff meetings shall be given; including the agenda to be considered.

2. Agenda

All staff members shall have the right to place items for consideration on the agenda.

3. Minutes

Written minutes of staff meetings shall be kept and circulated to all staff members.

4. Attendance

Teachers shall be required to attend staff meetings. Such meetings shall not commence more than one hour prior to the beginning of classes nor conclude later than two hours after the usual dismissal time for pupils.

ARTICLE D.31 SUPERVISION

1. No teacher shall be required to perform more than 50 minutes supervision duty at times of the day in the school week other than the regularly scheduled noon intermission.
2. The total number of minutes of weekly supervision for the teaching staff at any school shall not be greater than the total number of minutes of weekly supervision for the teaching staff at that school during the 1993/94 school year. This clause does not apply to Riverview Elementary School. At Riverview Elementary, the total number of minutes of weekly supervision of teaching staff shall not be greater than the total number of minutes of weekly supervision for the teaching staff as of October 12, 1994.
3. The parties agree that, during the period September 1, 1992 to December 31, 1994, no teacher shall be assigned supervision duties during the school's regularly scheduled noon intermission. During an emergency situation, the Administrative Officer may require a teacher to be present at the school during the noon intermission.

ARTICLE D.32 STUDENT SUSPENSIONS

Teachers shall be given reasonable notice before being requested to provide school work for students who have been suspended from attending school. Normally, suspended students will be provided with such work by the end of the school day.

ARTICLE D.33 TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS

The Board will seek input from the Q.D.T.A. in the planning, construction and equipping of new schools or school additions.

ARTICLE D.34 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 EMPLOYER SHALL NOT DISCRIMINATE

1. The employer agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, 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 membership or activity in the Union.
2. The Board and the Union support the concept of achieving a non-sexist and non-racist working and learning environment. Toward this end the Board agrees to include a statement that it is an equal opportunity employer in advertisements for employment.

ARTICLE E.21 PERSONNEL RECORDS

1. Personnel Records

- a. A teacher shall have the right to have access to and review his/her personnel record.
- b. An appropriate School Board official shall be present when a teacher reviews his/her record, and the teacher may be accompanied by an individual of his/her choosing.

- c. Personnel records shall not be accessible to other than appropriate School District employees.
- d. Any teacher related file kept at a school shall be transferred to the Superintendent's Office or destroyed when the teacher leaves that school.
- e. After receiving a request from a teacher, the Superintendent, in respect of the personnel file, or the Principal of the school, in respect of any school file, shall grant access to that teacher's file.
- f. Where material critical of a teacher, or in the nature of a reprimand, is placed in a file, a copy of each item filed shall be forwarded to the teacher. The Board agrees that only factual material and material relevant to the employment of the teacher, shall be maintained in personnel files.
- g. When a teacher is given a letter of investigation involving potential discipline and the results of the investigation indicate no wrong doing, copies of the letter(s) will be removed from the District and school file no later than six (6) school months following the date of the final letter.
- h. Where material critical of a teacher, or in the nature of a reprimand, is placed in a District or school file, the teacher may request that the material be removed from the file after two (2) years, provided that no further material of that nature has been subsequently filed and provided the Superintendent agrees to the removal. The Superintendent's decision shall be final.
- i. Where material critical of a teacher, or in the nature of a reprimand, has been placed in a District or school file, and was not removed under (h) above, the material will be removed after five (5) years provided:
 - i. no further material of a similar critical nature has been filed;
 - ii. the teacher has provided uninterrupted service to the District during the five (5) year period;
 - iii. the document is not:
 - 1. part of a formal evaluation;
 - 2. related to an action which compromises the safety or well-being of students;
 - 3. relevant to any pending disciplinary action;
 - 4. related to any serious misconduct that could raise Human Rights issues.
- j. The Superintendent, upon request, may reconsider the retention of a letter that remains on file after five (5) years. The Superintendent's decision shall be final.

ARTICLE E.22 POSTING AND FILLING OF VACANCIES

1. Definitions

For this Article the following terms shall have the meaning specified.

- a. Vacancy: means a newly created continuing or temporary position or an existing continuing or temporary position vacated by the incumbent to which a teacher is not assigned.
- b. Posting: the official notification that a vacancy exists in the School District.
- c.
 - i. Basic Qualifications: a valid teaching certificate for the Province of British Columbia, and one or more of the following; a university teaching major, or its equivalent, directly related to the teaching position; teaching experience in the position or in a similar position; or a reasonable expectation based on a teacher's skills, abilities, professional development and overall classroom teaching experience that the teacher will be able to perform the duties of the position in a successful manner.
 - ii. There may be other specific qualifications for a position which will be identified in the posting.

2. Content of Posting

- a. Every posting shall contain the following information:
 - i. Position/Location
 - ii. Continuing/Temporary/Full Time/Part Time
 - iii. Initial assignment
 - iv. Start date/end date if applicable
 - v. Closing date and time for receipt of application
 - vi. Basic Qualifications
 - vii. Additional Qualifications-if applicable
- b. Where a teaching vacancy exists, the principal in consultation with the school staff most related to the posted or vacant position, shall assess the educational needs of the school and specify the qualifications required to fill the vacancy.

3. Posting Location/Time

Posting will be advertised as follows:

- a. All vacancies will be posted as soon as possible after they become known.

- b. When classes are in session all postings shall be posted on bulletin boards in all schools and centers of the School District and the Union office for a minimum of five (5) work days.
- c. Hiring periods other than Article E.22.3.b: vacancies will be posted at the District Administration office and the Union office for a period of five (5) work days.
- d. In an emergency situation postings shall be posted for a minimum of three (3) work days.

4. Application for Posted Positions

- a. All teachers in the District are eligible to apply for all posted positions.
- b. Internal applications for the posted position must be received at the District Administration Office within the period specified on the posting.

5. Reassignments/Special Assignments

- a. Reassignments within a school shall only occur when a teacher has the required qualifications.
- b. Special Assignments which are 0.375 F.T.E. or greater shall be posted. Special Assignments of less than 0.375 F.T.E. will be posted unless filled from within the school.
- c. Special assignments include the following:
 - i. District positions of special responsibility as per Article B.29
 - ii. District Helping Teachers
 - iii. District and School Support Services Teachers
 - iv. Learning Assistance Teachers
 - v. Itinerant Music Teachers
 - vi. Teacher Librarians
 - vii. Secondary Counsellors

6. Advertising for the Position

The District will advertise positions outside the District as required.

7. Vacancies occurring during the school year

Vacancies that occur after the start of the school year will be filled as follows:

- a. All vacancies after the start of the school year shall be posted

- b. All such vacancies will be filled on a temporary basis for the term of the temporary assignment or until the end of the current school year, whichever is earliest. The Board reserves the right to select a temporary teacher to fill such vacancies.
- c. All temporary assignments shall end on or before the end of each school year. The positions so vacated that require an appointment effective the start of the next school year will be filled in accordance with Article E.22.8.
- d. A teaching position filled on a temporary basis to accommodate a leave for the incumbent shall not be posted provided the leave is extended and that the appointee is reassigned to that position.

8. Filling Positions

- a. When filling vacant positions the employer shall select from among candidates with necessary qualifications subject to the following priorities:
 - i. Board initiated transfers as described in Article E.23 or teachers returning from full time or part time leave of two full school years or less whose former position has been eliminated.
 - ii. All other continuing teachers employed by the District who have applied for the vacancy including teachers on the recall list.
 - iii. All other candidates.

9. Staff Involvement

- a. Short Listing

Staff most related to the posted or vacant position will be provided an opportunity to be involved in the short listing of prospective internal candidates.

- b. Interview

When interviewing internal candidates for a position in Quesnel, a member of the staff most related to the posted or vacant position shall be given the opportunity to be involved, provided that there is no cost to the Board.

- 10. When filling a continuing position the basic qualifications and additional qualifications (if applicable) required for the position(s) will be the determining factor. Where the basic qualifications and additional qualifications (if applicable) for the position are relatively equal the applicant with the greatest length of service to the District (seniority as per Article C.2) shall be selected.
- 11. During the period May 1 to June 30 of each year a weekly meeting will be scheduled between the Superintendent (or designate) and a representative of the Union for purposes of information and discussion of matters related to posting and filling of positions. Additional meetings may be scheduled as needed.
- 12. Teachers who are on Leave of Absence for two full school years or less shall on return from leave be placed in their former position. If their former position does not exist they

will be placed in a comparable position in accordance with Article E.22.8.a.i above. If a comparable position does not exist, they shall be placed on the Recall List. Employees so placed on the Recall List will not have access to Severance Pay.

13. Full Time/Part Time Leave of More than Two Years

Teachers who are on Leave of Absence for more than two full school years shall be placed on the Recall List upon their return from such leave. Employees so placed on the Recall List will not have access to Severance Pay.

ARTICLE E.23 TRANSFERS

1. The parties support the practice of teacher transfers to meet District staffing requirements.
2. The Board may request that a teacher accept a transfer to another position by making such request through the Superintendent or designate as early in the school year as possible and not later than March 15. The teacher after considering the request may accept the request and will so notify the Superintendent within three (3) days of the request. In the subsequent year if the Board makes the same request of the teacher and the teacher is transferred without agreement, the following condition shall apply:
 - a. A Board official intending to recommend transfer of a teacher shall meet with the teacher at least one month prior to the recommendation being placed before the Board. The nature of the transfer, and the reasons for it shall be communicated to the teacher. The teacher may be accompanied by a member of the Union.
 - b. Any teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for three (3) school years.
 - c. Transfers initiated by the Board for the following September shall be completed no later than May 15th in a school year, save when they are necessitated by circumstances not reasonably known to the Board by April 30th in such year.
3.
 - a. The Board shall not require a teacher to accept a transfer to another school community. Should there not be any positions available in the teacher's school community, he/she will be placed on the recall list subject to the terms and conditions of Article C.3 of this Collective Agreement.
 - b. In the event that a teacher agrees to accept a transfer to another school community, reasonable moving and relocation expenses shall be paid by the Board to the teacher.
 - c. With respect to transfers, the Board and the Union will recognize 5 school communities.
 - i. Wells
 - ii. Nazko
 - iii. Narcosli
 - iv. All others

4. Article E.23.2 applies to transfers effective in the next school year but where circumstances require transfers to be effective at other times the time frames noted in Article E.23.2 will be waived. The Board will give the teacher at least 7 days notice in writing of their intention to transfer the teacher.
5. The Board will not initiate a transfer for punitive or arbitrary reasons.

ARTICLE E.24 FALSE ACCUSATION

1. When a teacher has been accused of physical or sexual misconduct involving a student, in the course of exercising his/her duties as an employee of the Board, and if
 - a. the Board concludes that the allegations have not been established to be true, and no criminal charges are laid, or
 - b. the Board concludes that the allegations have not been established to be true and, should criminal charges result, the teacher is acquitted of criminal charges in relation to the allegation, or
 - c. an arbitrator considering discipline or dismissal of the teacher finds the allegation to be false, and no criminal charges are laid, or
 - d. an arbitrator considering discipline or dismissal of the teacher finds the allegation to be false; and, should criminal charges result, the teacher is acquitted of criminal charges in relation to the accusation, then
2. The Board and the Union shall assist the teacher and the teacher's family with counselling or appropriate assistance as mutually agreed upon to deal with the negative effects of the false accusation.
3. Should a teacher be suspended for physical or sexual misconduct involving a student, in the course of exercising his/her duties as an employee of the Board, and, Article E.24.1.a, E.24.1.b, E.24.1.c or E.24.1.d apply, then the teacher shall be reinstated and receive retro-active pay for the time he/she was suspended.

ARTICLE E.25 SCHOOL ACT APPEALS

1. Where it has not already occurred, the Board shall request that the pupil and/or parent/guardian of the pupil meet first to discuss the matter being appealed with the teacher(s) and/or the Principal concerned.
2. Where a pupil and/or parent/guardian files an appeal under the School Act and Board Policy of a decision of a teacher(s) covered by this agreement,
 - a. the teacher(s) shall be notified as soon as possible of the appeal and be provided with a copy of the Notice of Appeal and a draft copy of the Superintendent's report which will include all documentation that will be given to the Board relative to the appeal;

- b. prior to the Board Hearing, the teacher(s) shall have the opportunity to provide a written reply to any allegations contained in the appeal;
- c. the teacher(s) may attend any meeting with the Board where the appellant is present and the teacher(s) shall have the right to representation by the Union at this meeting;
- d. the teacher(s) will be advised of the outcome of the appeal.

ARTICLE E.26 OFFERS OF APPOINTMENT

1. Offers for a teaching appointment will be made by the Superintendent of Schools or designate.
2. Offers of appointment shall be confirmed in writing, by fax within 2 working days of the verbal offer being made.
3. Offers of appointment shall be deemed to be accepted if the acceptance has been sent by fax within a further 2 working days.

ARTICLE E.27 TEACHER IN CHARGE

1. In each school the Administrative Officer shall annually appoint a Teacher in Charge from the teachers who volunteer. More than one teacher may be appointed at each site. A teacher has the right to refuse to act as Teacher in Charge except in emergencies.
2. In the event that all administrative officers assigned to the school are absent from the school, the Teacher in Charge may be requested to assume the duties specified in this article for periods not exceeding five consecutive days at any one time unless mutually agreed upon by the teacher and the union. Absence of an administrative officer for more than five consecutive days shall normally be filled by a temporary administrative appointment.
3. The Teacher in Charge shall ensure that the safety of the students and the security of the school are maintained, and shall deal with emergent matters with the required assistance from district supervisory staff. Routine attendance recording and information reporting as required shall be maintained.
4. However, the Teacher in Charge shall not be responsible for ongoing administrative or managerial duties in relation to other teachers and specifically shall not have any responsibility for evaluating or supervising other teachers.
5. While acting as Teacher in Charge, the teacher is covered by all the terms and conditions of this agreement.
6. When acting as Teacher in Charge, the teacher shall be provided with a Teacher on Call on an "as needed" basis. Absences of an administrative officer for less than ½ a day,

may or may not require a TOC. A request for release time by the Teacher in Charge shall not be reasonably denied.

7. A Teacher in Charge shall receive the following rates for each half day or portion worked:

Band 1 School	\$20.00 per half day worked
Band 2 School	\$20.00 per half day worked
Band 3 School	\$25.00 per half day worked
Band 4 School	\$30.00 per half day worked

8. Administration will provide in-service on building safety and emergency procedures.

ARTICLE E.28 HEAD TEACHER

1. Head Teachers shall be appointed to worksites which are under the jurisdiction of an Administrative Officer responsible for more than one worksite.
2. Existing positions of Head Teacher shall not be eliminated or changed without consultation with the union.
3. Head Teachers shall be appointed annually by the Superintendent or designate from among the volunteers for the position.
4. Notification that a position includes that of Head Teacher may appear on a posting.
5. Employees appointed to the position of Head Teacher shall receive a supplemental allowance equivalent to Department Head allowance, pro-rated for a portion of a year's service.
6. While acting as Head Teacher, the teacher is covered by all the terms and conditions of this agreement.
7. Employees appointed to the position of Head Teacher shall be given release time from instructional duties for administrative duties . A portion of the school's administrative time shall be made available to the Head Teacher through the mutual agreement of the Head Teacher and the Administrative officer. This time shall be in addition to preparation time.
8. The Head Teacher shall assure that the safety of the students and the security of the school are maintained, and shall deal with emergent matters with the required assistance from District Supervisory Staff. Routine attendance recording and information reporting as required shall be maintained.
9. However, the Head Teacher shall not be responsible for the ongoing administrative or managerial duties in relation to other teachers and, specifically, shall not have any responsibility for evaluating or supervising other teachers.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.20 NON-INSTRUCTIONAL DAYS

1. a. Subject to the school calendar the Board agrees to make provision to use up to five (5) non-instruction days for the purpose of teacher professional development. The use of two (2) of these days shall be determined by individual schools' staff and the third may be planned by the Professional Development Committee as a District Pro D Day. Any additional days available may be used at the Board's discretion for professional development purposes or other approved activities in meeting District objectives.
- b. Any District days not used may be allocated for individual school use. The Board will consult with the Professional Development Committee prior to finalizing the purpose of its day(s).
2. a. Teachers who agree to accept an assignment between the end of one school year and the start of the next school year shall be paid a daily rate of 1/195th of their annual salary for each day of work required by the assignment. (Pro rated for a portion of a day.)
- b. This clause shall not entitle a teacher to receive additional pay for performing duties normally associated with a regular teaching assignment.
3. In no event shall the number of non-instructional days in the regular work year be fewer than provided by Regulation 8 of the School Act.

ARTICLE F.21 PROFESSIONAL DEVELOPMENT FUND

1. There shall be established a Professional Development Committee. This Committee shall be chaired by the Union's Professional Development Chairperson. Quorum shall be 50% plus 1 active Union members. This Committee shall be responsible for establishing the annual Professional Development budget outlining an annual program implementing activities and authorizing payments.
2. Upon receipt of the annual budget and program, the Board shall contribute \$45,000. per year into the Professional Development Fund. The Union's contribution will be \$8,000 each year. Semi-annual financial reports will be provided to the Board and residual amounts shall remain to the credit of the fund.
3. The cost of any Teacher on Call required to replace teachers involved in professional development shall be paid by the Board.
4. Professional development activities shall be applicable to teaching and teaching related activities.

5. Nothing in this article shall limit the Board's right to direct and pay for additional professional development activities or undertakings. (Costs related to Board directed professional development will be borne by the Board from its general funds.)

ARTICLE F.22 CURRICULUM IMPLEMENTATION

1. When new curriculum is being introduced to the School District, the Board will seek input from teachers, through a variety of Ad Hoc Committees, the makeup of which will depend upon the nature of the curriculum and grade levels involved. Teachers who serve on the various Ad Hoc Committees shall be appointed by the Union.
2. All recommendations of the Ad Hoc Committee will be considered and responses to the recommendations will be provided to the Ad Hoc Committee members.

ARTICLE F.23 INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION

ARTICLE F.24 PROFESSIONAL AUTONOMY

Teachers shall, consistent with the requirements of the School Act and Regulations, the prescribed and authorized curriculum and District program expectations, have individual professional autonomy in determining the methods of instruction, planning, presentation and evaluation of course materials in the classes of pupils to which they are assigned.

ARTICLE F.25 PAYMENT OF TUITION COSTS

1. The Board shall pay to a teacher the cost of tuition for each unit (1/2 unit) successfully completed through recognized institutions in order to advance his/her qualifications towards higher categorization up to a maximum of Category 6 (PA). In addition, tuition will be paid for each unit (1/2 unit) completed through a university extension course. Tuition will be reimbursed in or after September of the same year upon presentation of proof of credits and only if the teacher returns to the District to teach the full year following.
2. If a teacher who has been paid this tuition leaves the employ of the Board for any reason whatsoever before the completion of the following year, the tuition so paid may be deducted from his/her final payment on a pro-rata basis at the discretion of the Board. To be eligible, teachers are required to advise the Superintendent of Schools, in writing, of the institution and session or extension course that they wish to enter. The Superintendent of Schools, after reviewing the advice, will determine the eligibility of the teacher, institution, and course. Eligibility will be based on relevance to teaching. The teacher will be advised as soon as possible. The approval of the Superintendent of Schools must be given prior to enrollment to ensure reimbursement of tuition.
3. Courses taken while on leave covered by Article G.24 of the agreement will not be covered by this clause.

ARTICLE F.26 SCHOOL ASSESSMENT

1. Clarification of the purposes, objectives and timing of an assessment will be provided to school staff prior to an undertaking of a school assessment.
2. School staff will be consulted prior to the allocation of funds for clerical assistance and release time related to the assessment process.
3. The Superintendent, after consultation with the school staff, may defer an assessment for one school year.

SECTION G LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE

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

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

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

ARTICLE G. 2 COMPASSIONATE CARE LEAVE

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

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

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

[See also Article G.23 Compassionate Leave for short term compassionate leave of up to five days.]

ARTICLE G.20 SICK LEAVE

- 1. Sick leave means the period of time a teacher is permitted to be absent from work at his/her regular rate of pay while ill, disabled, quarantined or because of an accident for which compensation is not payable under the Worker's Compensation Act.
- 2. Sick leave allowance means the number of days that a teacher has been credited through service to the Board and for which he/she will be entitled to sick leave at his/her regular rate of pay.
- 3. Sick leave is earned at the rate of one-and-one-half (1.5) days for each month of the school year the teacher is in the service of the Board.
- 4.
 - a. In each year, no fewer than fifteen (15) days of sick leave shall be available to each teacher at the beginning of the school year. 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.

- b. A teacher who leaves the employ of the Board prior to the end of a school year shall have deducted from his/her final pay any sick days used but not earned.
5.
 - a. When a teacher has not used his/her sick leave allowance or has only used a portion of it, the entire unused allowance shall accumulate. A teacher returning to employment with the Board shall have his/her accumulated sick leave reinstated.
 - b. Deduction shall be made from sick leave allowance on the basis of one (1) day for one (1) working day (exclusive of holidays) of sick leave granted. The number of days for which a teacher may be allowed sick leave with pay shall not exceed 120 in any one school year.
6. A teacher may be required to produce a certificate from a duly qualified medical practitioner for any illness certifying that such teacher is unable to carry out his/her duties due to such illness.
7. There shall be no pay out of unused sick leave credits upon the termination of employment.
8. Accumulated sick leave amounts will be shown on teacher pay slips.

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

ARTICLE G.21 WORKERS COMPENSATION SUPPLEMENTATION

1. When a teacher is entitled to Workers' Compensation benefits arising out of a claim made pursuant to School District employment, he/she shall receive full pay from the Board during the period of time in which compensation benefits are being received and as long as he/she is eligible for sick leave.
2. All monies received by the teacher from Workers' Compensation for loss of wages, shall be forthwith turned over to the Board. The Board shall deduct the difference between the Workers' Compensation payment and regular earnings from the employee's accumulated sick leave on a pro-rata basis.
3. The provision of this clause will be at the option of the teacher.

ARTICLE G.22 BEREAVEMENT LEAVE

1. In the event of a death in his/her immediate family, a teacher shall be granted leave of absence to a maximum of five teaching days by the Board, through the appropriate Administrative Officer, and shall suffer no loss of salary or accrued sick leave by reasons of such absence.

2. For the purpose of this clause, immediate family is defined as Father, Mother, Legal Guardian, Husband, Wife, Common-law Spouse, Child, Grandchild, Brother, Sister, Grandparent, Mother-in-law, Father-in-law, Brother-in-law, or Sister-in-law.
3. Leave of absence without pay in excess of the above noted five (5) days shall be granted upon written request to the appropriate Administrative Officer.

ARTICLE G.23 COMPASSIONATE LEAVE

1. Compassionate Leave without pay, not exceeding five days, will be authorized by the Board, through the appropriate Administrative Officer, in the event of serious illness of any of the relatives named in Article G.22.
2. Leave not exceeding five days will be authorized by the Board with no loss of pay or accrued sick leave, through the Superintendent of Schools, when a letter is produced from a Doctor of Medicine stating that the presence of the employee is necessary for the well-being of any of the relatives named in Article G.22.

[See also PCA Article G.2. Compassionate Care Leave for leave longer than 5 days]

ARTICLE G.24 EDUCATION LEAVE

1. The Board shall grant leave of absence without pay to a teacher on permanent staff, for a school year, to attend education courses for professional improvement. An increment of salary will be granted. Payment, by the teachers, for both the teacher's and Board's share of the eligible benefits must be made by the teacher to the Board in advance for each four (4) month period, should the teacher elect to continue the benefits during the leave of absence period.
2. The basic unit of leave shall be one year but, where appropriate, a portion of the school year may be granted.
3. Application for educational leave must be received by the Superintendent of Schools by April 30 of the school year preceding the school year for which the leave is requested. An extension to May 31 may be granted where the University entrance confirmation has not been received.
4. A teacher on leave of absence shall notify the Superintendent of Schools by April 30 of his/her intent to return to duty the following September.
5. The Board will pay tuition fees for teachers on leave to a career maximum of \$3000.00. Reimbursement will be made in or after September upon return to teaching duties in Quesnel and will be subject to successful completion of the course(s).
 - a. A teacher leaving the employ of the Board for any reason whatsoever before completion of three school years following return from leave shall have deducted from their pay, tuition on a pro-rata basis at the discretion of the Board. If sufficient payroll funds are not available to be deducted the teacher shall forthwith pay to the Board any outstanding amounts.

- b. Course selection under this article shall be subject to the approval of the Superintendent of Schools. Tuition reimbursement shall be limited to courses leading to obtaining an increased pay scale placement up to Category six (6).
- c. The total number of teachers eligible for tuition reimbursement and leave under this Article shall be limited to four (4) per year.

ARTICLE G.25 DISCRETIONARY LEAVE

The Board shall grant a leave of absence to a teacher who requests such leave through the appropriate Administrative Officer. A maximum of three (3) days leave per teacher per year will be provided for. The teacher will be deducted one-half (1/2) of a Teacher-on-Call as per Article B.2.6.a for the first leave day taken. The teacher will be deducted the full cost of a Teacher-on-Call as per Article B.2.6.a for the second and third days taken. Such leave will not precede or follow the start or finish of school nor the Christmas, Spring or Easter Vacation Breaks except as approved by the Superintendent of Schools or designate. The Superintendent of Schools may limit the total number of teachers on leave for this purpose at any given time.

ARTICLE G.26 MATERNITY LEAVE

1. Short Term Maternity Leave

- a. A pregnant teacher shall be granted upon request a leave of absence as provided for in Part 6 of the Employment Standards Act (1996).
- b. The Board may grant leave of absence for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester or following the Spring break period.
- c. In the case of adoption, maternity leave shall be granted on request and shall commence from the date of arrival of the child in the home. All the provisions of this section shall apply, including all rights guaranteed under the Employment Standards Act (1996).

ARTICLE G.27 SUPPLEMENTAL UNEMPLOYMENT BENEFITS (Sub Plan)

- 1. When a pregnant teacher with more than one year of service with the District takes the maternity leave to which she is entitled pursuant to the Employment Standards Act, and the teacher has applied and is eligible for E.I. maternity leave benefits, the Board shall pay the teacher:
 - a. 95% of her current salary for the first two weeks of the leave, and,
 - b. the difference between 75% of her current salary and the amount of E.I. maternity benefits received by the teacher, for up to a further 15 weeks.
- 2. The Board agrees to enter into the Supplemental Unemployment Benefit (SUB) Plan agreement required by the Employment Insurance Act in respect of such maternity payment.

ARTICLE G.28 EXTENDED MATERNITY LEAVE

1. Teachers granted leave, under Article G.26 who choose not to return to work at the expiration of that leave, may apply for extended maternity leave 30 calendar days prior to the date of return.
2. Extended maternity leave shall be granted upon request for a period of up to a maximum of ten school months, with return to coincide with the commencement of a term or semester.
3. If at the end of the agreed upon period of leave, the teacher is unable to return to duty because of ill health, the teacher shall present the Board with an acceptable medical certificate and shall qualify for sick leave provisions.
4. When a teacher has been granted extended maternity leave, the Board will permit the teacher to maintain participation in all benefit plans provided payment for the full cost of such benefits will be made in advance (each four (4) month period) by the teacher to the Board, for remittance to the carriers.
5. A teacher returning from short-term leave, within a school year, shall be reassigned to the same position held prior to the leave.
6. A teacher returning from extended leave shall be assigned to a reasonably comparable position within the District.
7. These items notwithstanding, a teacher may choose to apply for a transfer to another position.
8. Teachers shall confirm with the appropriate Administrator, their intention to return to work following the birth of the child at least thirty (30) calendar days prior to the expected date of return. Should the teacher wish to change the date of return, the requests shall be made to the Board at the earliest opportunity.

ARTICLE G.29 EARLY RETURN AND EMERGENCY SITUATIONS

1. In the case of an incomplete pregnancy, death of the child, or other special situations, a teacher may return to duty earlier than provided in the agreed-upon leave.
2. The teacher intending to make an early return to duty will submit a written application and a medical certificate.
3. In emergency situations, the teacher's application for leave will be considered on shorter notice.

ARTICLE G.30 PATERNITY LEAVE

Where the birth of a child requires a father to be absent from his teaching duties, he shall be entitled to one (1) day of leave, with pay.

ARTICLE G.31 ADOPTION LEAVE

Where the adoption, or first awarding of legal guardianship, of a child, requires a teacher to be absent from his/her teaching duties, that teacher shall be entitled to three (3) days leave, with pay. An additional two (2) days leave, without pay, may be applied for and will be granted.

ARTICLE G.32 SHORT TERM PARENTAL LEAVE

1. A parental leave shall be granted as provided for in Part 6 of the Employment Standards Act.
2. The Board may grant leave-of-absence for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester or following the Spring break period.

ARTICLE G.33 EXTENDED PARENTHOOD LEAVE

1. The Board shall grant to a teacher who requests a leave of absence for parenting purposes a leave of up to two (2) school years. Such leave shall be without pay and must end on June 30, or another mutually agreeable time.
2. The provisions of Article G.28.3 and G.28.6, Extended Maternity Leave, shall apply.

ARTICLE G.34 JURY DUTY / COURT APPEARANCE LEAVE

1. Teachers shall be granted leave of absence for jury duty or in order to appear in court, subject to the following conditions:
 - a. If the teacher seeking leave is appearing in court on a personal matter, leave of absence will be granted. Teacher-on-Call cost will be reimbursed to the Board by the employee granted such leave.
 - b. If the teacher is subpoenaed to appear in court as a court witness or for jury duty, leave of absence with pay will be granted by the Board. In such cases, the teacher will receive the teacher's regular rate of pay from the Board and shall turn over to the Board the amount of pay received for service as a court witness or for jury duty. The teacher will present proof of service and the amount of pay received.

ARTICLE G.35 PUBLIC DUTY LEAVE

1. The employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the employer shall allow leave of absence without pay and without loss of seniority so that the employee may be a candidate in federal, provincial or municipal elections.
2. If a candidate is elected as an M.L.A. or M.P., the employee will be granted a leave without pay for the duration of her/his first term.

ARTICLE G.36 CONVOCATION LEAVE

A teacher who is entitled to attend a convocation of a University to receive a degree shall be granted a leave to a maximum of two teaching days and will suffer no loss of salary or accrued sick leave by reason of such absence.

ARTICLE G.37 DEFERRED SALARY LEAVE

Whereas in 1984 ,the Board and the Union agreed to a Deferred Salary Leave Plan Agreement to enable teachers employed by the Board to have the opportunity to take a one year leave-of-absence on a deferred compensation basis, and that plan provides for a separate agreement to be in force which will govern the leaves-of-absence and set out other understandings between the parties,

1. For the purpose of definition of this Article,
 - a. "Committee" means a Committee of five (5) members comprised of the President of the Union, two (2) members of the Union's Executive appointed annually, the Superintendent of Schools or designate and the Secretary-Treasurer of the Board.
 - b. "Eligible Teacher" means a teacher whose years of teaching service will total ten (10) years experience in School District No. 28 (QUESNEL) prior to commencement of the leave, and who has a continuing, full-time or part-time teaching appointment.
 - c. "Leave-of-Absence" is defined as a period of one school year from July 1 to June 30.
 - d. The years of service for leave for education purposes need not total ten (10) years, however, proof of utilization of leave for education purposes will be required prior to the teacher returning to duty.
2. It is understood that the total number of teachers on leaves-of-absence under provision of this agreement, in any one year, shall not exceed six (6).
3. Placement of a returning teacher will be in accordance with posting and filling provisions.
4. Requests to alter the leave year (by one (1)), must be submitted, in writing, by March 15th to the Director of Instruction.
5. Should this plan be ended as a result of changes to the Local Agreement, it is understood that individual teachers enrolled on the plan, prior to ending the plan, will continue on the plan until the provisions of their individual programs are completed.
6. Applications will be processed on a first come first served basis, but the right to approve or reject the applications will rest solely with the Board. Enrolment applications must be received by June 30th.

7. This Article may be cited for all purposes as "The Deferred Salary Leave Plan Agreement".

**THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT 28 (QUESNEL)**

PURSUANT TO ARTICLE G.27 OF THE COLLECTIVE AGREEMENT WITH THE QUESNEL DISTRICT TEACHERS' ASSOCIATION, THE BOARD HEREBY SUBMITS FOR REGISTRATION THE FOLLOWING PLAN WITH REVENUE CANADA TAXATION, WHICH IS SUBJECT TO THE EMPLOYMENT INSURANCE ACT AS FOLLOWS:

1. The objective of the plan is to supplement the unemployment insurance benefits received by employees due to an interruption of earnings caused by pregnancy.
2. All employees of the School Board covered by the attached Collective Agreement are covered by the plan. This plan is only applicable to payroll dates as outlined in Article B.9.4.
3. The plan is to provide supplemental unemployment insurance benefits that will result in the employee receiving 95% of the employee's normal weekly earnings for the first two weeks and 75% of the employee's normal weekly earnings for the remaining period during which she is entitled to maternity leave under the B.C. Employment Standards Act. For the first two weeks of the employee's maternity leave, the Board will pay 95% of the employee's regular salary. For those weeks in which the employee is in receipt of unemployment insurance benefits, the employer will pay to the employee a supplemental payment so that the combined level of the unemployment insurance benefit rate and such supplemental payment is equal to 75% of the employee's regular salary. It is understood that in any week, the total amount of Supplemental Unemployment Benefits, unemployment insurance gross benefits and any other earnings received by the employee will not exceed 95% of the employee's normal weekly earnings during the first two weeks and 75% during subsequent weeks of coverage.
4. The employee shall be entitled to benefits as outlined in Article B.11 for the duration of the leave.
5. No benefits will be paid under this section until the employee has provided proof to the Board of receipt of Unemployment Insurance maternity benefits.
6. The maximum number of weeks for which benefits are payable under this plan for any one pregnancy is 17.
7. The plan shall be financed from the general revenues of the Board and will keep separate records.
8. The Board will register the plan with the Unemployment Insurance Commission and will inform the Commission of any changes to the plan within thirty days of the effective date of such changes.
9. This plan shall be effective upon registration.

THE CORPORATE SEAL of the Board was hereunto affixed by and in the presence of:

Quesnel District
Teachers' Association

Chairperson of the Board

President

Secretary-Treasurer

Chairperson of the

LETTER OF UNDERSTANDING

between

THE BOARD OF SCHOOL TRUSTEES

and

THE QUESNEL DISTRICT TEACHERS' ASSOCIATION

(Secondary Preparation Time)

NOTWITHSTANDING Article D.23, the Quesnel District Teachers' Association agrees that preparation time will be provided on a weekly basis except where individual teachers agree to an alternate arrangement to accommodate the timetables at Correlieu Secondary, Maple Drive Junior Secondary and Quesnel Secondary Schools. This decision may not be reversed during the school year without the mutual consent of the Quesnel District Teachers' Association and the Quesnel Board of School Trustees.

Each individual teacher shall receive not less than 12.5% preparation time according to Article D.23 of the Collective Agreement.

This Letter of Understanding shall operate on a year to year basis. Either party may cancel the terms of this LOU by giving notice no later than March 1st of each year to be effective the following September 1st.

For the Board:

For the Union:

Dated this 10th day of January 2008 at Quesnel, B.C.

LETTER OF UNDERSTANDING

between

THE BOARD OF SCHOOL TRUSTEES

and

THE QUESNEL DISTRICT TEACHERS' ASSOCIATION

(Preparation Time: Semester System)

The parties agree that, with the agreement of the teacher, the Board may hire secondary teachers for the fall semester without preparation time.

In this event, and a teacher is rehired for the spring semester, he/she must receive the appropriate preparation time in that semester for the full year.

In the event that a teacher is not rehired, that teacher will receive appropriate salary for the worked preparation time.

The parties agree that, with the agreement of the teacher, the Board may hire secondary teachers for the spring semester without preparation time.

He/She may work without preparation time and receive appropriate salary for the worked preparation time.

The parties agree that a teacher may not be hired for two consecutive semesters, in the same school year, without preparation time.

This Letter of Understanding shall operate on a year to year basis. Either party may cancel the terms of this LOU by giving notice no later than March 1st of each year to be effective the following September 1st.

For the Board:

For the Union:

Dated this 10th day of January, 2008 at Quesnel, B.C.

LETTER OF UNDERSTANDING

between

THE BOARD OF SCHOOL TRUSTEES

and

THE QUESNEL DISTRICT TEACHERS' ASSOCIATION

(Articles C.22, C.3 & E.22)

The following is intended to provide joint clarification and understanding on several parts of the Collective Agreement for future application:

- 1) Article C.22 Teachers achieving their first continuing appointment through recall remain subject to probation, for a total of 10 months, under Article C.22.

- 2) Article C.3.1.b Teachers who complete two or more temporary contracts after January 1, 1989 and are not on continuing contracts will be placed on a recall list. Such teachers will be considered for vacancies under Article E.22.8.a.

- 3) E.22.7.a All vacancies, after the start of the school year, that are known at the outset to be vacant for at least 30 school days, shall be posted.

 Teachers who fill vacancies not known at the outset to be vacant for at least thirty (30) school days and therefore not posted, will retroactively be granted seniority for service in the vacancy to the first day worked in the vacancy provided such service has been for thirty (30) consecutive school days or longer. Such service will also be recognized as a temporary appointment.

For the Board:

For the Union:

Dated this 14th day of February, 2008 at Quesnel, B.C.

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

Letter of Intent No. 1 does not apply in School District No. 28 (Quesnel)

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.
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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).

Letter of Understanding No. 3.a does not apply in School District No. 28 (Quesnel)

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

**Letter of Understanding No. 3.b does not apply in School District No. 28
(Quesnel)**

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

Jacque 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 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.

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

The Fund will be determined as follows:

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 14

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

Re: Article B.12 Category 5+ Transitional Provisions

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

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

Dated this 27th day of June, 2007

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 15

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

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

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

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

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

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

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

Original Signed by:

Jacquie Griffiths
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

BENEFIT PLANS

FOR INFORMATION ONLY

The following constitutes an outline of the benefit programs available to teachers at the time of signing the agreement with the Q.D.T.A. Union. These details are listed for information only and in no way reflect any liability on the School District if benefits are denied for any reason.

Teachers should ensure that they apply for coverage where they are eligible.

Questions should be directed to the Payroll Department.

COVERAGE:

Life Insurance	Sun Life
Basic Medical Hospital Coverage	M.S.P. of B.C.
Extended Health Care Benefits	Pacific Blue Cross
Dental Care Plan	Pacific Blue Cross

ELIGIBILITY AND WAITING PERIOD:

Generally teachers are eligible to join the following plans:

Basic Medical Hospital Coverage
Extended Health Care and
Dental Coverage 1st of the month following one (1) continuous month of
employment.

Life Insurance Coverage 1st of the month following one (1) continuous month of
employment.

LIFE INSURANCE:

Your Group Life Insurance Program has been designed to provide security for your dependents and survivors in the event of your death.

PREMIUMS: Paid 100% by the Board.
Premiums paid on behalf of the employee in excess of \$25,000 coverage are taxable to the employee.

Amount of Benefit:

- 1) Under 35 years of age ... 3 times annual earnings
- 2) 35 but less than 45 ... 2 1/2 times annual earnings
- 3) 45 but less than 55 ... 2 times annual earnings
- 4) 55 years of age or older .. 1 1/2 times annual earnings.

Your benefit amount will be rounded to the next higher multiple of \$1,000 if it is not already a multiple. The maximum benefit \$250,000.

Death Benefit:

If you should die, regardless of the cause, the amount of your Life Insurance will be paid to your beneficiary. You may change your beneficiary at any time subject to the laws governing such changes.

The Death Benefit is Income Tax free.

Conversion:

Should you terminate your employment, you may convert your Group Life Insurance, regardless of health, to an individual policy provided Sun Life received your written application for conversion, along with the necessary premium, within 31 days of the date of your termination. The rates for your individual policy will be set at the date of conversion and remittance arrangements will be made directly between you and the Insurance Carrier.

Optional Life Insurance:

Teachers may choose to purchase Optional Life Insurance at group rates through a carrier arranged by the B.C.T.F.

The Board will make appropriate payroll deductions for premiums to be forwarded to the B.C.T.F. (See Article B.11.7).

Application forms are available through the Union office or the Payroll Department and should be submitted to the Payroll Department when completed.

The Plan only approves enrolment in September for coverage October 1 and in December for coverage January 1.

YOUR HEALTH PLAN PROVIDES:

Basic Provincial Health Care Benefit
(B.C. Medical Services Plan)

PREMIUMS: 100% Board paid. Taxable to the Employee.

Surgical/Medical Hospital:

- 100% of the cost of basic medically required services.
- 100% of the cost of ward level accommodation plus most required hospital services less a nominal per day charge.
- Subject to per day user fee if applicable.

Physician:

- For general practitioners and specialist services on a referral - up to the level agreed by the Provincial Medical Association.

Paramedical Services:

- Up to specified annual limits, the cost of services of a chiropractor, physiotherapist, osteopath, and optometrist are covered through your basic Provincial Health Care Plan.

Benefits received are Income Tax free.

EXTENDED HEALTH CARE BENEFIT:

CONTRIBUTIONS:

90% Board/10% Employee
Non-Taxable to Employee

Eligible Dependents:

Your spouse (including common law spouse) and dependent children up to age 21 (25 if full time students) are eligible.

Reimbursement:

Extended health care benefits are subject to a \$25 deductible per individual or family (per calendar year).

- 80% of services up to \$1,000 per annum
- 100% of services in excess of \$1,000
- 100% of emergency out-of-Province, out of country benefits.
- Semi-private and private hospital accommodation in a public general hospital.
- Ambulance service to the nearest Canadian hospital.

- Prescribed orthopaedic shoes up to a yearly maximum of \$400 for adults and \$200 for a dependent child.
- Prosthetic devices including artificial limbs and mastectomy forms.
- Medical appliances including purchase or rental of wheelchairs, braces, crutches and most other related equipment. Charges in excess of \$5,000 require pre-authorization.
- Oxygen, blood and blood plasma.
- Dental treatment as a result of an accidental injury based on the M.S.A. Schedule of Fee Allowances.
- Prescription drugs.

Note: Hospital "per day" user fees are not a covered expense.

- Private duty nursing - maximum 30 days each calendar year.
- Paramedical Services including speech therapists, podiatrists, clinical psychologists and acupuncture treatments up to a maximum of \$100 per calendar year for each service.
- Physiotherapists and licensed massage practitioners up to \$250 per calendar year.
- Hearing aids for dependent children and adults to age 65. Maximum benefit \$400 during a 5 year calendar period.
- Emergency treatment, out-of-Province hospital room charges, hospital services and supplies, and the customary charges of physician services not covered by your Provincial Health Care Plan.
- Fees of a chiropractor or licensed naturopathic physician - subject to a maximum reimbursement of \$200 per calendar year.
- Indicated maximums are payable per covered member or dependent.
- The maximum amount of benefits payable for any one member or dependent is \$25,000 with reinstatement of the \$25,000 limit after 2 calendar years when satisfactory evidence of complete recovery and return to good health is provided to M.S.A.
- Eyeglass or contact lens coverage to a maximum of \$200 every two (2) calendar years.

Benefits received are Income Tax free.

Claims Procedures:

List your expenses on the extended health claim form obtainable from the Payroll Department and submit direct to Medical Services Association for reimbursement.

DENTAL CARE PLAN:

CONTRIBUTIONS: 80% Board/20% Employee
Non-taxable to Employee.

Your Dental Plan provides:

Eligible Dependents:

Your spouse and dependent children up to age 21, (25 if full time students) are eligible.

Covered Expenses:

Your Dental Care Plan provides coverage for three categories of dental services:

**Plan "A":
Basic Services at 100%**

- 100% of the following basic dental services:
 - oral examinations -- two per year
 - consultations (as a separate appointment)
 - complete mouth x-rays, once every 3 years.
 - cleaning and topical applications of fluoride (two per year)
 - band and loop space maintainers
 - all necessary procedures for filling teeth with amalgam, composites, and stainless steel crowns
 - bite-wing x-rays
 - anaesthetics and medication when administered by a dentist.
 - all basic procedures necessary for the extraction of teeth and other basic surgical procedures normally performed by a dentist.
 - relining and re-basing of an existing appliance
 - endodontic treatment
 - periodontic services

**Plan "B":
Major Restorative Services at 60%**

- Covers 60% of the following major restorative services:
 - crowns and/or bridges
 - onlays and/or inlays involved in bridgework
 - partial dentures, complete upper and lower dentures - these may be provided by a Dentist or duly licensed Dental Mechanic
 - No benefits will be paid for duplication of the above services within a 5 year period or for the replacement of dentures that are lost or stolen.

- Treatment involving the use of gold when such treatment cannot be rendered at a lower cost by means of a reasonable substitute consistent with generally accepted dental practice.

**Plan "C":
Orthodontic Services at 50%**

- Covers employees and dependent children up to age 21. (\$2500 lifetime limit per family member)

Claims Procedure:

You may either pay the dentist directly and file your claim for reimbursement or have the dentist bill Medical Services Association directly for payment.

1) **Current Fee Guide:**

Reimbursement for eligible dental services is based on the Pacific Blue Cross Schedule of Fee Allowances.

2) **Time Limit:**

All claims should be presented to Pacific Blue Cross within 60 days.

3) **Benefits are Income Tax free**

The preceding benefits summary is designed to outline coverages for which you are eligible, does not create or confer any contractual or other rights. All rights with respect to the Benefits of an insured person will be governed solely by the Group Policy(ies) as issued or revised from time to time.

GROUP REGISTERED RETIREMENT SAVINGS PLAN

A District voluntary Group Registered Retirement Savings Plan is available. Application forms are available from our Payroll Department.

The plan carrier is Mutual Life of Canada. It is the sole responsibility of the individual employee to ensure the appropriateness of the plan for their purposes and to establish whether or not the investment vehicle of their choice is guaranteed. See Mutual Life locally for any desired investment changes.

The principle advantages of a Group R.R.S.P. is that you will receive immediate tax relief on your contributions rather than having to wait until you file your annual tax return. This plan is not an appropriate method for employees to save money for the summer. In addition to contributions made by payroll deduction, lump sum contributions can be made at any time, directly to the plan carrier and not through our Payroll Department.

The minimum contribution level is \$50.00 per month. Employees may join by obtaining and completing an application form and returning same to Payroll as soon as possible but not later than the 20th of each month. Employees can withdraw from the plan at any time subject to payroll receiving notification, in writing, one week prior to the effective pay day.

The plan offers several investment options and Mutual Life is available at 333 Reid Street (Telephone: 992-5790) to answer queries and assist in completing the application forms. Completed forms should be returned to the Payroll Department. This plan is separate from the Canada Savings Bonds deduction program offered annually.

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