

**A WORKING DOCUMENT
PROVINCIAL COLLECTIVE AGREEMENT**

BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION /
THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 34
(ABBOTSFORD)
(The "Employer")**

AND

**BRITISH COLUMBIA TEACHERS' FEDERATION /
THE ABBOTSFORD DISTRICT TEACHERS' ASSOCIATION
(The "Local")**

AS IT APPLIES IN S.D. #34 (ABBOTSFORD)

Effective 2006 July 1 to 2011 June 30

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

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INTRODUCTION

THIS AGREEMENT SHALL BE BETWEEN:

The Board of School Trustees of School District No. 34 (Abbotsford), a corporate body established pursuant to the School Act (hereinafter referred to as “the Board”)

AND:

The Abbotsford District Teachers’ Association, the certified bargaining agent for School District No. 34 (Abbotsford) Teachers’ Collective Bargaining Unit established pursuant to the *Labour Relations Code* (hereinafter referred to as “the Association”).

PREAMBLE

WHEREAS the Board declares that its primary interest is the educational welfare of the children of School District No. 34 (Abbotsford); that one of its primary objectives is the orderly operation of the School District and to recruit an able and competent teaching staff; and that in its pursuit of this objective it seeks to promote the social and economic status of its teaching staff;

AND WHEREAS the Association declares that its primary interest is identical to that of the Board and that it seeks to establish favourable social and economic status for its members, and to provide an orderly system for delivery of education services, primarily because these conditions are essential to the recruitment and retention of a qualified teaching staff;

AND WHEREAS both parties desire to maintain an harmonious relationship and believe the expeditious settlement of disputes will facilitate the realization of this aim;

AND WHEREAS the Board and the Association subscribe to the intent of the *Human Rights Act* and will not condone nor tolerate any expression of racism or other forms of discrimination.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that the parties agree as follows:

SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

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

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2006 to June 30, 2011. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
2. In the event that a new Collective Agreement is not in place by June 30, 2011 the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified-in accordance with this Collective Agreement.
4.
 - a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
 - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
 - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
5.
 - a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
 - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.
 - c.
 - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
 - ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

ARTICLE A.2 RECOGNITION OF THE UNION

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2. Pursuant to *PELRA*, the employer in each district, the Board of Trustees for School District No.34 (Abbotsford), recognizes the local in that district, the Abbotsford District Teachers' Association, as the teachers' union for the negotiation in that district, School District No. 34 (Abbotsford), of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district, School District No. 34 (Abbotsford), 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) [the Abbotsford District Teachers' Association] in which they are employed, subject to Article A.3.2.
2. Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective local in accordance with this Collective Agreement.

ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION

1. The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.
2. At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.

3. The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
4. The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.

[The local practice is: The amounts deducted on behalf of the ADTA shall be remitted to the ADTA. This will be done by electronic transfer of funds on the last working day of each month (September to June). Reconciliation of any amounts over the nearest thousand will be paid within fifteen (15) calendar days.]

5. The employer shall provide to the BCTF and the ADTA 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 [the Association].
2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local [the Association] about the mandate of the committee, and the local [Association] 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 NO CONTRACTING OUT

1. Except with the approval of the Association, the Board shall not contract outside of the bargaining unit for the performance of duties of the type and kind which would normally be performed by teachers.
2. All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall be continued to be performed only by members of the bargaining unit.

ARTICLE A.21 INSTRUCTIONAL SUPPORT STAFF

1. Instructional Support Staff shall mean any employee outside the bargaining unit who is hired to assist teachers in carrying out his/her responsibilities and duties.
2. Instructional Support Staff shall work under the employment supervision of an Administrative Officer and the direct instructional supervision of the teacher whom they are assigned to assist.
3. Unless specifically directed by the supervising teacher, instructional support staff shall not perform any duties of teachers including but not limited to:
 - a. designing, supervising and assessing educational programs;
 - b. assuming any instructional responsibilities or engaging in the delivery of educational programs;
 - c. providing instruction to individual students and/or groups of students; or
 - d. evaluating students or educational programs.

ARTICLE A.22 ASSOCIATION ELECTED OR APPOINTED STAFF POSITION

1. The Board agrees to leave of up to two (2.0) full-time equivalent (hereinafter referred to as "FTE") for elected or appointed staff positions of the Association of not less than one (1) regular school year. The Board will continue to pay these teachers their salary and to provide the relevant medical/insurance benefits package as specified in the agreement. The Association will reimburse the Board for such salary and benefit costs.
2. For purposes of pension, experience and seniority, these teachers shall be deemed to be in the full employ of the Board.
3. The teacher returning to full teaching duties from a term or terms as Association staff, shall, where practicable, be assigned to his/her previous position or, where impracticable, to a position comparable to that held prior to the release.
4. In the event of absence or expected absence due to illness or disability in excess of twenty (20) teaching days, and the elected or appointed staff person is unable to fulfill his/her duties, at the request of the Association the Board shall provide a substitute teacher, at the Association's expense, to permit another Association member to assume his/her duties.

ARTICLE A.23 RELEASE TIME FOR ASSOCIATION, BCTF, COLLEGE OF TEACHERS, CTF AND WCOTP BUSINESS

1. A teacher covered by this agreement who is a member of the executive committee, representative assembly, a committee or task force of either the Association, the BCTF, the B. C. College of Teachers (hereinafter referred to as the “College”), the Canadian Teachers Federation (hereinafter referred to as the “CTF”), or the World Confederation of Organizations of the Teaching Profession (hereinafter referred to as the “WCOTP”), or appointed an official representative or delegate of the Association or the BCTF, or who is an Association staff representative, shall normally be entitled to release time from instructional duties to carry out the duties involved.
2. At least fifteen (15) calendar days in advance, unless unforeseen circumstances arise, a written request shall be submitted to the Superintendent, including the specific dates involved. Such release from duties shall not be unreasonably denied. This leave shall be without loss of pay and shall be granted subject to the Board being reimbursed for the cost of the substitute teacher.
3. Teachers on leave granted under Article A.23 recognize their prime professional responsibility is to the educational well-being of their students.
4. In the event that a teacher covered by this agreement is elected to a full-time position as an officer of the BCTF, CTF, WCOTP or College, or is appointed on a term contract of employment to the administrative staff of the BCTF, CTF, WCOTP or College or is seconded thereto, leave of absence without pay shall be granted for the duration of those duties. For purposes of pension, experience, accumulated sick leave and seniority the teacher shall be deemed to be in the full employ of the Board. Any costs incurred in the provision of these benefits shall be the responsibility of the sponsoring agency. The teacher shall be entitled, on written notice at least one (1) month prior to the commencement of a school term, to return to employment with the Board effective the commencement of that term, and shall be assigned to the position held prior to the release or to a comparable position.

ARTICLE A.24 LEAVE FOR LOCAL CONTRACT NEGOTIATIONS

1. Release time, with pay, shall be provided for up to five (5) members of the Association's Bargaining Committee to conduct contract negotiations.
2. Representatives of the Association shall normally arrange to conduct grievance investigations and other collective agreement administration business in such a manner as not to disrupt classroom or other instruction. Where teacher representatives are requested by the Board or its designated officer to meet on Association/Management matters, they shall suffer no loss of pay for time so spent.

ARTICLE A.25 RIGHT TO REPRESENTATION

1. A representative/s of the Association shall attend a meeting between an Association member and an Administrative Officer or the Board if:
 - a. the meeting is discipline related;
 - b. the involved Association member or the involved Administrative Officer has reason to believe a representative/s of the Association should be present;
 - c. the Board and the Association shall agree on the time and location of the meetings held pursuant to this section.

ARTICLE A.26 ASSOCIATION SCHOOL STAFF REPRESENTATIVES

1. Association school staff representatives may convene staff meetings in the school to conduct Association business. Regular instruction will not be impeded by these meetings.
2. The Association shall supply the Superintendent of Schools/CEO with a list of names of the Association school staff representatives by October 15th of each year and shall advise the Superintendent of Schools/CEO, in writing, of changes to the list.

ARTICLE A.27 ACCESS TO WORK SITE

1. Representatives of the Association shall have access to each work site during working hours and will inform the school office upon entering the school.

ARTICLE A.28 USE OF SCHOOL FACILITIES

1. The Association shall have the right to use school facilities. After 1600 h (4:00 p.m.) and on non-school days, regular booking procedures will be followed.

ARTICLE A.29 BULLETIN BOARDS

1. The Association shall have the right to post notices regarding its activities and matters of Association concern on a bulletin board provided in a staff room in each school building.

ARTICLE A.30 INTERNAL MAIL

1. In accordance with Board Policy, and without charge, the Association shall have access to the District Mail Service, Facsimile transfer machines (FAX), and District electronic mail systems for the purposes of communicating with its members.
2. The privacy of communication shall be respected between the Association, the Board, and their respective members and/or officers.

ARTICLE A.31 SCHOOL STAFF COMMITTEES

1. The Board and the Association encourage each school to develop committees to foster communication and collegiality among teachers and Administrative Officers through discussion of issues relevant to the teaching staff.
2. Each school has the right to establish a recognized staff committee.
3. Staff committee size, quorum and membership shall be determined by the staff.
4. The school committee is entitled to review all school level budget and financial information and all relevant information to assist the teaching staff in making educationally sound decisions.

ARTICLE A.32 ACCESS TO INFORMATION

1. The Board, upon request, agrees to provide all reasonable information the Association requires to fulfill its role.
2. Such information will be provided in accordance with *The Freedom of Information and Protection of Privacy Act*.

ARTICLE A.33 EXCLUSIONS FROM THE BARGAINING UNIT

1. Any teaching position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the mutual agreement of the parties.
2. The Board shall notify the Association when a position related to teaching within a new classification is offered in the District and will submit to the Association a written job description of that position in the new classification.
3. Newly created positions shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties.
4. Exclusions of new positions shall be determined on the basis that the position primarily involves any of the functions outlined in the *Labour Relations Code* that warrant exclusion from the definition of an “employee”.

ARTICLE A.34 COPY OF AGREEMENT

1. The Board shall provide every teacher with a printed copy of this agreement at the conclusion of negotiations. All teachers shall be provided with a copy of the current agreement upon acceptance of an offer of employment by the Board.

ARTICLE A.35 MANAGEMENT RIGHTS

1. The Association recognizes and affirms the right and responsibility of the Board to manage and operate the School District and agrees that the employment, assignment, direction and determination of employment status of the work force is vested exclusively in the Board, except as otherwise specifically provided for in this agreement or applicable legislation.

ARTICLE A.36 PICKET LINE PROTECTION

1. All teachers covered under this agreement shall not be required to cross or work behind a legal picket line. Any teachers failing to report to work for this reason shall be considered to be absent without pay. No disciplinary action shall be taken by the Board under such circumstances. In the event of such an occurrence, the Board and the Association shall jointly make provision for the safety of the students and Association members and the security of the workplace.
2. The Board shall not, except under emergency situations, assign, request, require nor direct teachers covered under this agreement to perform work or carry out duties normally performed by teachers who are engaged in a legal strike or who are locked out. Similarly, teachers shall not assign, request or direct students to carry out such duties, as above.
3. Teachers shall not be required to work with persons who attempt to perform any of the duties which would normally be performed by teachers on strike or locked out.
4. In the event of a legal picket line, the teacher or his/her designate shall contact his/her immediate supervising Administrative Officer or designate to advise that he/she does not intend to cross the picket line.
5. The Board shall initiate the required action to establish the legality of the picket line. The picket line will be deemed legal until proven illegal.

ARTICLE A.37 NO INTERRUPTION-STRIKE-LOCKOUT-SLOW DOWNS-JOB ACTION

1. The Board and the Association agree there shall be no counsel to interrupt or perform voluntary activities or interruption of normal services including work stoppage (such as strikes, lockouts, slow downs or job action) during the term of this agreement.
2. In the event of a violation of Article A.36.1, the Association and the Board will instruct their members and representative officers of the Board who may be involved, to cease such activity and comply with the terms of this Agreement.

ARTICLE A.38 STAFF ORIENTATION

1. A staff orientation shall be offered to teachers new to the District starting at 13:00 h (1:00 p.m.) on a workday prior to October 15 of each year.
2. The orientation program will be planned by a Joint Committee of the Association and Board established under this article.
3. The staff orientation shall be funded jointly by the Board and the Association.
4. Teachers new to the district, as determined by the Joint Committee, shall be released for this purpose.
5. The attendance of teachers new to the District shall be mandatory.
 - a. For the purposes of this article, teachers new to the District shall be defined as those employees who commence employment with the District at the start of the school year.
 - b. The Joint Committee shall determine the attendance criteria for teachers appointed prior to the close of the previous school year.

ARTICLE A.39 EXPEDITED ARBITRATION

1. Any grievance that has not been resolved at the conclusion of Step 3, Article A.6 may be referred to Expedited Arbitration in accordance with the following provision.
 - a. No matter may be referred to expedited arbitration which has not been properly carried through all previous steps of the grievance procedure, except by mutual agreement of the parties.
2. Referral to Expedited Arbitration: Local Matters
 - a. The Superintendent of Schools/CEO or designate and the Association President or designate shall meet within five (5) calendar days of the conclusion of Step 3, Article A.6 to determine by mutual agreement whether the grievance is suitable for expedited arbitration.
 - b. Where the grievance is mutually agreed to be suitable for expedited arbitration the local parties shall agree on a single arbitrator within seven (7) calendar days of the referral to expedited arbitration. In the event the parties are unable to agree to a single arbitrator within the seven (7) calendar days, the arbitrator shall be chosen by lot from a list to be maintained by the parties in accordance with Article A.39.11 below.
3. Referral to Expedited Arbitration: Provincial Matters
 - a. The BCPSEA and the BCTF shall meet within five (5) calendar days of the conclusion of Step 3, Article A.6 to determine by mutual agreement whether the grievance is suitable for expedited arbitration.

- b. Where the grievance is mutually agreed to be suitable for expedited arbitration the provincial parties shall agree on a single arbitrator within seven (7) calendar days of the referral to expedited arbitration. In the event the parties are unable to agree to a single arbitrator within the seven (7) calendar days, the arbitrator shall be chosen by lot from a list to be maintained by the parties in accordance with Article A.39.11 below.
 - c. Within ten (10) calendar days of being appointed, the arbitrator shall hear the grievance and render a final and binding decision within five (5) days of the hearing.
 - d. The decision of the arbitrator shall be in writing and will set forth in an abbreviated form his/her findings of fact, reasoning and conclusion. The decision shall be in a form deemed appropriate by the arbitrator to convey a decision.
4. The location of the hearing shall be a facility of the Board.
 5. As the process is intended to be non-legal, lawyers shall not be used to represent either party.
 6. All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
 7. The parties shall equally share the costs of the fees and expenses of the Arbitrator.
 8. The expedited arbitrator shall have the same powers and authority as established under the provisions of Article A.6.8.
 9. All decisions of the arbitrator are to be limited in application to the particular dispute and are without prejudice. These decisions shall have no precedential value.
 10. It is understood that it is not the intention of either party to appeal the decision of an expedited arbitration proceeding.
 11. The list of arbitrators to be selected shall be:
 - a. Emily Burke
 - b. Robert Deibolt
 - c. John Hall
 - d. John Kinzie
 - e. Wayne Moore
 - f. Bob Pেকেles
 - g. John Steeves
 - h. Christopher Sullivan
 - i. Colin Taylor

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. Except as elsewhere herein provided, each teacher shall be paid a basic annual salary according to salary category and teaching experience as set out in Article B.1.6 through B.1.10.

6. Salary Scale: Effective July 1, 2006:

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 38,966	\$ 41,795	\$ 44,880	\$ 45,964
1	\$ 40,851	\$ 44,188	\$ 47,431	\$ 48,570
2	\$ 42,737	\$ 46,580	\$ 49,981	\$ 51,176
3	\$ 44,622	\$ 48,972	\$ 52,532	\$ 53,783
4	\$ 46,507	\$ 51,365	\$ 55,083	\$ 56,389
5	\$ 48,392	\$ 53,757	\$ 57,633	\$ 58,995
6	\$ 50,277	\$ 56,150	\$ 60,184	\$ 61,601
7	\$ 52,162	\$ 58,542	\$ 62,734	\$ 64,207
8	\$ 54,047	\$ 60,934	\$ 65,285	\$ 66,813
9	\$ 55,932	\$ 63,327	\$ 67,835	\$ 69,420
10	\$ 57,817	\$ 65,719	\$ 70,386	\$ 72,026

7. Salary Scale: Effective July 1, 2007:

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 39,941	\$ 42,840	\$ 46,002	\$ 47,113
1	\$ 41,873	\$ 45,292	\$ 48,617	\$ 49,784
2	\$ 43,805	\$ 47,745	\$ 51,231	\$ 52,456
3	\$ 45,737	\$ 50,197	\$ 53,845	\$ 55,127
4	\$ 47,669	\$ 52,649	\$ 56,460	\$ 57,798
5	\$ 49,602	\$ 55,101	\$ 59,074	\$ 60,470
6	\$ 51,534	\$ 57,553	\$ 61,688	\$ 63,141
7	\$ 53,466	\$ 60,005	\$ 64,303	\$ 65,812
8	\$ 55,398	\$ 62,458	\$ 66,917	\$ 68,484
9	\$ 57,330	\$ 64,910	\$ 69,531	\$ 71,155
10	\$ 59,263	\$ 67,362	\$ 72,146	\$ 73,826

8. Salary Scale: Effective July 1, 2008:

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 40,939	\$ 43,911	\$ 47,152	\$ 48,291
1	\$ 42,920	\$ 46,425	\$ 49,832	\$ 51,029
2	\$ 44,900	\$ 48,938	\$ 52,512	\$ 53,767
3	\$ 46,881	\$ 51,452	\$ 55,191	\$ 56,505
4	\$ 48,861	\$ 53,965	\$ 57,871	\$ 59,243
5	\$ 50,842	\$ 56,479	\$ 60,551	\$ 61,982
6	\$ 52,822	\$ 58,992	\$ 63,230	\$ 64,720
7	\$ 54,803	\$ 61,506	\$ 65,910	\$ 67,458
8	\$ 56,783	\$ 64,019	\$ 68,590	\$ 70,196
9	\$ 58,764	\$ 66,532	\$ 71,270	\$ 72,934
10	\$ 62,567	\$ 71,117	\$ 76,168	\$ 77,942
Benefit From Letter of Understanding No. 11 – 2008 Salary Harmonization:				
2.5% GWI Only:	\$ 60,744	\$ 69,046	\$ 73,949	\$ 75,672
Harmonization:	\$ 62,567	\$ 71,117	\$ 76,168	\$ 77,942
Harmonization %:	3.00%	3.00%	3.00%	3.00%

9. Salary Scale: Effective July 1, 2009:

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 41,963	\$ 45,009	\$ 48,331	\$ 49,498
1	\$ 43,993	\$ 47,585	\$ 51,078	\$ 52,305
2	\$ 46,023	\$ 50,162	\$ 53,824	\$ 55,111
3	\$ 48,053	\$ 52,738	\$ 56,571	\$ 57,918
4	\$ 50,083	\$ 55,314	\$ 59,318	\$ 60,725
5	\$ 52,113	\$ 57,891	\$ 62,065	\$ 63,531
6	\$ 54,143	\$ 60,467	\$ 64,811	\$ 66,338
7	\$ 56,173	\$ 63,043	\$ 67,558	\$ 69,144
8	\$ 58,203	\$ 65,619	\$ 70,305	\$ 71,951
9	\$ 60,233	\$ 68,196	\$ 73,051	\$ 74,757
10	\$ 64,131	\$ 72,895	\$ 78,072	\$ 79,891

10. Salary Scale: Effective July 1, 2010:

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 42,802	\$ 45,909	\$ 49,298	\$ 50,488
1	\$ 44,872	\$ 48,537	\$ 52,099	\$ 53,351
2	\$ 46,943	\$ 51,165	\$ 54,901	\$ 56,214
3	\$ 49,014	\$ 53,793	\$ 57,703	\$ 59,076
4	\$ 51,084	\$ 56,421	\$ 60,504	\$ 61,939
5	\$ 53,155	\$ 59,048	\$ 63,306	\$ 64,802
6	\$ 55,226	\$ 61,676	\$ 66,107	\$ 67,664
7	\$ 57,296	\$ 64,304	\$ 68,909	\$ 70,527
8	\$ 59,367	\$ 66,932	\$ 71,711	\$ 73,390
9	\$ 61,437	\$ 69,560	\$ 74,512	\$ 76,252
10	\$ 65,414	\$ 74,353	\$ 79,633	\$ 81,489

ARTICLE B.2 TEACHER ON CALL PAY AND BENEFITS

1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
2. For the purposes of Employment Insurance, the employer shall report for a teacher on call, the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
3. A teacher on call shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee he/she is replacing is entitled to claim.
4. Teachers on call shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
5. Teachers on call shall be paid an additional compensation of \$3 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$1.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.

6. Rate of Pay:

a. Employees who are employed as teachers on call shall be paid the rate specified below for each full day worked for the first three (3) days. Any provision in the Previous Collective Agreement which provides a superior daily rate shall remain part of the Collective Agreement. [See B.2.7 for Cat 5+ and 6 TOCs in SD 34]

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. For the first three (3) days of any assignment, Category 5+ and Category 6 teachers on call holding a valid college certificate of qualification shall be paid a daily rate of 1/225th of the salary appropriate to the salary category placement for which they would qualify under the provisions of the current Collective Agreement if they were appointed to a continuing teaching position with no credit for experience. Category 4 and Category 5 teachers on call shall be paid pursuant to Article B.2.6.
8. Substitute teachers are hereinafter referred to as “teachers on call”. A teacher on call is a relief teacher employed to relieve in a temporary or continuing position on a day-to-day basis in accordance with this article, in assignments of varied and/or limited duration.
9. Teachers on call are only entitled to remuneration for relief services rendered in accordance with Article D.31 (Teacher on Call Duties).
10. A teacher on call assigned to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a full day's wage.
11. A teacher on call assigned to a school for a half-day and not utilized or utilized for only a portion of the half-day shall be paid for a half-day.
12. No assignment shall be for less than one half (1/2) of a day.
13. Consecutive teaching days are not considered interrupted by non-instructional days. Teachers on call are not eligible for pay during non-instructional days.
14. Teachers on call shall be paid on a four (4) week basis with a deadline of the preceding Monday for submission of time sheets.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

PCA Article B.3 does not apply in School District No. 34 (Abbotsford).

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

PCA Article B.8.1 through B.8.10 does not apply in School District No. 34 (Abbotsford). See B.8.11 below.

Local Provisions:

11. Teacher Payroll Savings Plan

The parties agree that the following will be the Payroll Savings Plan for teachers in School District No. 34.

- a. The Board will provide teachers the option of participating in a Payroll Savings Plan. To be eligible for the Payroll Savings Plan teachers shall –
 - i. be on a continuing appointment or a temporary contract of not less than ten months;
 - ii. notify the Board through its Payroll Department, in writing, no later than 4:30 p.m. of the first Friday in September that they wish to participate in the Plan;
 - iii. notify the Board, through its Payroll Department, in writing by June 30, if they do not wish to continue in the Payroll Savings Plan the following year.
- b. Those employees electing to participate in the Payroll Savings Plan shall receive their annual salary as follows:
 - i. For September – June:
 - (1) Mid-month advance at approximately 50% of their monthly net pay. The monthly net pay includes a deduction for the payroll savings plan set at 16.67% of their net monthly salary.
 - (2) Month-end payments of their regular salary less the mid-month advance and less the 16.67% of net monthly salary which will be paid into the Payroll Savings Plan.

- (3) Interest is calculated on the monies in the Payroll Savings Plan as follows:
Average monthly interest rate that the Payroll Savings Plan account earns multiplied by the average monthly balance in the Plan.
 - ii. For July and August:
 - (1) Interest to June 30th is calculated on the Plan and added to the individual employee's accumulation in the Payroll Savings Plan.
 - (2) The amount calculated under Article B.8.11.b.ii(1) is divided by four (4) and transferred into the employee's bank account on July 15, July 31, August 15 and August 31. If any of the following days are non-banking days, transfer shall be made on the last banking days preceding these dates.
- c. All payments will be made by direct deposit to the bank, credit union or trust company of the teacher's choice within the Lower Mainland.
- d. Employees electing to participate in the Payroll Savings Plan may not withdraw or suspend deductions for the remainder of the school year unless they have resigned from the district or been granted a leave or have been terminated for cause.
- e. The Board will make teachers aware of the payroll savings plan option when they sign their contract at the Board office on the date of their hire.
- f. Article B.8.11 shall remain in effect from September 1, 2001, until such time as it is cancelled by mutual agreement of all parties concerned.

ARTICLE B.9 PAY PERIODS

PCA Article B.9.1 through B.9.3 does not apply in School District No. 34 (Abbotsford). See B.9.4 below.

Local Provisions

- 4. Except as otherwise provided in this agreement, the annual salaries of teachers shall be payable in ten (10) equal installments at the close of the last teaching day of each month, except the months of July and August.
- 5. Salaries shall be payable in semi-monthly installments on the fifteenth (15th) and the last teaching day of each month except December, which shall be payable in one (1) installment on the fifteenth (15th). Should Spring Break occur within seven (7) teaching days of the advance payroll date, one (1) installment shall be payable on the fifteenth (15th). Where those dates fall on a School Board office non-working day, payment will be made on the working day prior to that day.

6. Mid-month advance salary payments made on the fifteenth (15th) of each month, except as noted in Article B.9.5, will be approximately fifty per cent (50%) of monthly net pay. Pay statements will show "Advance" and the amount only. All salary details and deductions, including mid-month advance, will be shown on the month-end statement.
7. New teachers will receive an estimated advance for their first payment. Advances will be reviewed and if necessary, will be adjusted following the first monthly pay. The advance amount will then remain consistent until a salary change is effected.
8. All payments will be made by direct deposit to the bank, credit union or trust company of the teacher's choice within the lower mainland.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

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

PCA Articles B.10.4 and B.10.5 are not applicable in SD. No. 34 (Abbotsford).

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

ARTICLE B.11 BENEFITS

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

Local Provisions:

2. General Benefits

- a. The Board shall provide each new teacher, at time of hiring, with an application or enrollment form for participation in the appropriate insurance benefit plans and the cost of those plans in which the teacher is enrolling. In the event a teacher does not wish to participate in any particular optional benefit plan, the teacher must so advise the Human Resources Department in writing.

- b. The Board shall assist teachers in obtaining required benefits from the various benefit plans.
- c. The Board shall advise all eligible teachers that they must contribute to the Teachers' Pension Plan.
- d. The Board shall advise each teacher in writing of his/her accumulated sick leave at the end of each month, with the exception of any absence recorded after the 15th of the month. Absences subsequent to the 15th of the month will be identified in the next month's accumulated sick leave.
- e. As a condition of employment, all full and part-time continuing and temporary teachers shall be enrolled in the Group Life Insurance Plan.

3. Benefits - Coverage

- a. The Board shall pay eighty per cent (80%) of the premium cost of the Medical Services Plan of B.C. (MSP) for each full and part-time continuing and temporary teacher employed by the Board.
- b. The Board shall pay eighty per cent (80%) of the premium cost of:
 - i. the Extended Health Care Plan (EHP)
 - ii. the Dental Care Plan
 - iii. the Group Life Insurance Plan

for each full and part-time continuing and temporary teacher. The Board shall provide copies of the master contracts and any statistical reviews of usage to the Association as they become available. No changes shall be made to the master contracts affecting teachers without the consent of the Association. In the event that no agreement for change can be reached, the existing plan(s) shall be continued.

- c. Full and part-time continuing and temporary teachers may participate in the BCTF (Industrial Alliance Pacific) Optional Term Life Insurance Plan. Monthly premium deductions will be made from those teachers participating in the plan. The Board will not contribute to the cost of this plan.
- d. Where a teacher is on medical leave of absence, following the termination of accumulated sick leave, Article G.20 Sick Leave, the Board will continue to pay the cost of premiums during the period the teacher is in receipt of BCTF (short-term) Salary Indemnity Plan benefits. The Association shall reimburse to the Board the employee's share of the premium costs.
- e. During this short-term period, experience shall be accumulated and granted for purposes of pension and increments.
- f. Teachers on the BCTF long-term Salary Indemnity Plan shall have their benefits maintained provided they advise the Board in writing. The Board will continue to pay the cost of premiums during this period. The teacher shall pay to the Board, monthly, in advance, the full cost of any benefit premiums during the extended period.

4. Survivor Benefits

- a. Dental Plan and Extended Health Benefits Plan shall continue to be provided to the spouse and/or dependent children for six (6) months following the death of a covered teacher.
- b. Medical Services Plan premiums shall be paid on behalf of the surviving spouse and/or dependent children for six (6) months following the death of the covered teacher.

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

1. Eligibility for Category 5+

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

2. Criteria for Category 5+

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

3. Salary Rate Calculation

- a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6.
- b. Where the salary rate for Category 5+ as at March 31, 2006 exceeds seventy-four percent (74%) of the difference between Category 5 and Category 6 as at April 1, 2006, the salary rate for Category 5+ as at March 31, 2006 shall remain.
- c. Where the salary rate calculated pursuant to B.12.3.a exceeds the salary rate calculated pursuant to Letter of Understanding No. 11, the salary rate calculated pursuant to B.12.3.a shall be implemented.

4. Application for Category 5+
 - a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to B.12.1 and B.12.2 and the assignment of employees to Category 5+.
 - b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to B.12.1 and B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

Transition Process

Note 1:

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

Note 2:

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

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

ARTICLE B.20 INITIAL PLACEMENT

1. Each teacher shall be placed in a salary category based on acceptable years of professional preparation evaluated in accordance with the principles established by the Teachers' Qualification Service (hereinafter referred to as "TQS").
2. It shall be the responsibility of each incoming teacher to provide certified evidence of category held by providing a copy of the TQS determination to the Director of Human Resources as soon as possible after appointment to the District, but in any event no later than six (6) months from the effective date of appointment.

3. Where a teacher experiences difficulty beyond his/her control in securing the necessary certification of category from TQS, and where the six (6) month limitation cannot be met, an extension as necessary will be granted provided the teacher submits these indications of difficulty in writing to the Director of Human Resources at least five (5) working days before the expiration of the above noted six (6) months' period.
4. Where these procedures are followed and upon receipt of the necessary TQS certificate, adjustment of salary will be made retroactive to the effective date of appointment. Where these procedures are not followed any adjustment of salary will be made effective on the date upon which certification of TQS category is provided to the Director of Human Resources.
- 5- Persons hired on a Letter of Permission shall be placed in a salary category which will provide a salary appropriate to their years of professional preparation.

ARTICLE B.21 CATEGORY 5 PLUS

[Effective September 1, 2007, Article B.21 is replaced by PCA B.12. See also Letter of Understanding No. 14 for Transitional Provisions.]

1. Teachers possessing Category 5 plus a diploma or meeting the criteria equivalent to a diploma shall be paid on the Category 5 Plus salary scale.
2. Criteria for "equivalent to a diploma" program:
 - a. courses must be senior or upper level numbered 300 or above except for one course, which, if a prerequisite, may be lower than 300;
 - b. courses must be in no more than two (2) different areas other than education and must be related courses that will better equip the teacher for classroom duties;
 - c. courses or credits must not have been used to obtain requirements for Category 5 and must have been taken subsequent to current certification;
 - d. approval of the courses must be obtained from the Superintendent or designate prior to taking the courses, however teachers already in possession of courses may have the courses evaluated for approval if they meet the other criteria;
 - e. courses must be equivalent to thirty (30) U. B. C. credits.
3. All applications for payment under this article must be accompanied by an official transcript indicating successful completion of the courses. Payment shall be from the first day of the month following application date.
4. Category 5 Plus shall be seventy five percent (75%) of the difference between Category 5 and Category 6.

ARTICLE B.22 PROOF OF PROFESSIONAL PREPARATION

1. Teachers shall produce both teacher's certificate and a Teachers' Qualification Service category card. Placement will be in accordance with the assigned category indicated on the TQS card except as otherwise provided in this agreement.
2. Teachers hired on a Letter of Permission shall produce official transcripts from universities and colleges attended in order that years of acceptable preparation may be evaluated.
3. No teacher presently employed shall be placed in a lower category as a result of the re-wording of this section.

ARTICLE B.23 EXPERIENCE RECOGNITION

1. Years of actual experience in a teaching appointment, inclusive of periods during which a teacher is in receipt of short-term salary indemnity plan benefits, shall be recognized for salary purposes in accordance with the provisions stated herein under. For the purposes of this section, a year is an accumulation of teaching totalling ten (10) months' employment.
2. Experience shall be recognized if earned teaching in public schools in Canada, the Commonwealth, the United States of America, and any other country in which the experience is equivalent to that of a teacher in a British Columbia public school.
3. Years of actual teaching experience may be recognized for teaching service in independent schools, accredited colleges, universities or government institutions, provided that the experience is equivalent to that of a teacher in the British Columbia public school system.
4. Substitute teaching experience within the School District shall accumulate for experience credit in the School District. One hundred and eighty-two (182) days of substitute teaching equals one (1) year of experience. Upon appointment to a continuing or temporary position, a teacher may claim experience on the salary grid by submitting the documentation to the Superintendent of Schools/CEO.
5. Years of related experience as journeyman, technician or professional employee and receiving direct remuneration for service rendered may be recognized as years of teaching experience up to five (5) years if such experience is related to the subjects to be taught by the teacher concerned.
6. Teachers appointed as bona fide part-time or regular relieving teachers qualify for experience credit proportionate to the percentage of time they are employed, with the requirement that for one (1) year's credit the cumulative percentage time must be equal to at least ten (10) months' full-time employment.
7. No teacher shall suffer a loss of experience credit by the coming into effect of this agreement but will remain at the level earned until experience earned passes the current experience credit. Increments will be adjusted as they are due.

ARTICLE B.24 INCREMENT DATES

1. The increment date shall be the first of the month following the month in which applicable experience accumulation is achieved.

ARTICLE B.25 ASSOCIATED PROFESSIONALS

1. An associated professional is an employee who:
 - a. possesses post secondary education in a discipline related to the services he/she is employed to provide;
 - b. works with students when unsupervised by a teacher.
2. Associated Professionals shall be paid in accordance with Article B.1.6 through B.1.10.
3. 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 Article B.23 Experience Recognition, of this Agreement.
4. Salary placement shall be effective from initial placement or the first of the month following the month in which the employee advises the Board in writing of entitlement to a change in category.

ARTICLE B.26 PART-TIME TEACHERS' PAY AND BENEFITS

- 1. Salary**
 - a. A part-time teacher's salary shall be a part of full salary calculated in the same ratio thereto as the hours of work of the part-time teacher bear to full-time hours of work.
- 2. Benefits**
 - a. Part-time continuing and temporary teachers shall be eligible to participate in all benefit plans.
3. Sick leave shall be accumulated and utilized on a pro-rated basis.
4. Part-time continuing and temporary teachers shall accumulate seniority on a pro-rated basis.

ARTICLE B.27 HOSPITAL/HOMEBOUND TEACHERS' SALARY CLASSIFICATION

1. Hospital/Homebound teachers shall be paid a salary equivalent to 0.25% per half day of their placement on the Salary Scale in Article B.1.6 through B.1.10.

ARTICLE B.28 POSITIONS OF SPECIAL RESPONSIBILITY

1. The Board will prepare job descriptions for all positions of special responsibility included in the bargaining unit.

2. Allowances

a. Department Heads, District Counsellors and Helping Teachers shall be paid an allowance of four per cent (4%) of the maximum of Category 6.

b. Middle School Team Leaders shall be paid an allowance as follows:

Effective	July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
	\$2,050.00	\$2,101.30	\$2,153.80	\$2,207.65	\$2,251.80

3. The Board will notify the Association of all new or changed positions of special responsibility included within the bargaining unit. A job description shall be prepared and sent to the Association. Any allowance for the new or changed position will be subject to negotiation between the Board and the Association.

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

ARTICLE B.29 SHORT/LONG TERM POSITIONS OF SPECIAL RESPONSIBILITY

1. Short Term

a. In the event that an Administrative Officer assigned to a school is absent for five (5) days or less, a teacher may be requested to temporarily replace the Administrative Officer.

b. The teacher shall not be responsible for major administrative and managerial duties nor the evaluation of fellow teachers.

c. The teacher shall be provided with substitute teacher time equal to the administrative release time of the Administrative Officer he/she replaces.

d. In the event that a short term assignment (five [5] days or less) becomes a long term assignment (greater than five [5] days) the teacher shall receive one two hundredth (1/200th) of the Administrative Officer's salary retroactive to the start of the assignment but in no case shall this rate be less than ten per cent (10%) greater than the teachers' current salary. Benefits are to remain in accordance with the status quo.

2. Long Term

a. A long term position of special responsibility occurs in the event of the absence of the regular Administrative Officer for greater than five (5) teaching days and the Board requests a teacher to assume the major administrative and managerial duties of the absent Administrative Officer, excluding the evaluation of fellow teachers.

- b. The teacher involved shall receive one two hundredth (1/200th) of the Administrative Officer's salary for each day worked but in no case shall this rate be less than ten per cent (10%) greater than the teachers' current salary. Benefits are to remain in accordance with the status quo.
- c. The teacher will be provided with substitute teacher time equal to the administrative release time of the Administrative Officer he/she replaces.

ARTICLE B.30 FIRST AID CERTIFICATE

- 1. Each school in the District shall have an employee designated as the First Aid Attendant.
- 2. Providing a teacher holding a valid First Aid Certificate is designated by the Administrative Officer and is required to act as a First Aid Attendant in a school, the Board shall pay the designated teacher per school year:

Effective	July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
	\$512.50	\$525.31	\$538.44	\$551.90	\$562.94

- 3. When the designated teacher is requested and agrees to obtain or renew a First Aid Certificate recognized by the Workers' Compensation Board of British Columbia, the Board shall reimburse the teacher, upon written application to the Human Resources Department, for the full cost of the course, including examination fees and substitute teachers as required.

ARTICLE B.31 PART YEAR/MONTH PAYMENT AND DEDUCTIONS

- 1. The salary of a teacher whose employment commences or terminates during a school year shall be determined as follows:
 - a. the rate of deduction for a day without pay shall be defined as one two hundredth (1/200th) of the current annual salary for the teacher.
 - b. a teacher shall be paid one tenth (1/10th) of current annual salary in respect of each complete month in which the teacher works all prescribed days.
- 2. For the purpose of Article B.31.1.b, any prescribed day on which the employee is on authorized leave of absence shall be deemed to be a day of work and deductions (if any) which are authorized by this agreement (or statutes) in respect of such leave shall be made from the monthly salary required in that article.
- 3. For teachers commencing after the first school day in the school year, the first month's salary shall be adjusted so that each subsequent month is "on scale".

ARTICLE B.32 NO CUTS IN SALARY

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

ARTICLE B.33 EXTENDED SCHOOL YEAR PAYMENT

1. Teachers who instruct children in Summer School (including Special Education programs) shall be paid an hourly rate based on the following formula:

$$\frac{\text{(Category 6 - Step 0)}}{1000} = \text{Hourly Rate}$$

2. A teacher who agrees to teach night school shall be paid an hourly rate based upon the following formula:

$$\frac{\text{(Category 6 - Step 1)}}{1000} = \text{Hourly Rate}$$

3. A teacher who is requested in writing by the Board to work beyond the prescribed school year and who agrees to such employment shall be paid at the same rate as in Article B.33.1.

ARTICLE B.34 BOARD PAYMENT OF BC COLLEGE OF TEACHERS` FEES

1. The Board shall, on behalf of all full-time and part-time teachers in its employ, assume the full cost of the annual fees required for membership in the College and remit the same to the College when notified of the fees by the Association or the College.
2. Upon written application to the Human Resources Department, including the original of the College fee receipt, substitute teachers who have worked for the Board for forty (40) FTE days in any one (1) school year shall be eligible for reimbursement of the annual College membership fee.

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. Definitions and Terminology

For the purposes of this article and Article C.3, the following definitions will apply:

- a. "Day" will mean calendar day;
- b. "Week" will mean five (5) teaching days;
- c. "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 in excess of one (1) month (30 days)
 - i. related to:
 - Pregnancy Leave pursuant to the *Employment Standards Act*
 - Special Leave
 - Approved Education Leave
 - Leave for duties with the Association, BCTF, College, CTF, WCOTP, Department of National Defence, Universities or Colleges recognized by the *Universities Act* or the *College and Institute Act* of British Columbia
 - Service with the Ministry of Education
 - Long term sick leave
 - A recognized teacher exchange program
 - Deferred Salary Leave Plan
 - Compassionate care leave (Article G.2).

- ii. In addition to the foregoing, the seniority for an employee on a continuing contract, shall include:
 - (1) Teacher on Call seniority accumulated pursuant to Article C.2.3 and
 - (2) Seniority ported pursuant to Article C.2.2 provided that in no case shall an employee be credited with more than one (1) year of seniority in any school year.
- d. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.c, the employee with the greatest continuous employment with the Board shall be deemed to have the greatest seniority. "Continuous" will mean unbroken in terms of not involving resignation and re-appointment.
- e. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.d, 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.
- f. When Articles C.2.7.d and C.2.7.e have been applied, and there are still two (2) or more employees with equal seniority, then the employee with the highest qualifications, as determined by the Qualifications Committee shall be deemed to have the greatest seniority.

8. Seniority List

- a. The Board shall, by November 15th of each year, forward to the Association a list of all employees employed by the Board in order of seniority, setting out the length of seniority as of September 1st of that year.

ARTICLE C.3 LAYOFF, RECALL AND SEVERANCE

1. Definitions and Terminology

For the purposes of this article and Article C.2, the following definitions will apply:

- a. "Teacher" will mean any teacher whose employment is governed by this agreement.
- b. "Experience" will mean teaching experience as recognized for salary purposes in this agreement.
- c. i. "Necessary qualifications" in respect to a teaching position means possession of a valid teaching certificate for the Province of British Columbia and a reasonable expectation based on the teacher's university education or equivalent training and classroom experience, that the teacher will be able to perform the duties of the position from the commencement date of the assignment after a reasonable period of familiarization.

- ii. Necessary qualifications in respect of a position that does not require the possession of a teaching certificate shall mean a reasonable expectation, based on the employee's post-secondary education or equivalent training and experience, that the employee will be able to perform the duties of the position from the commencement date of the assignment after a reasonable period of familiarization.
- d. Appeals of the decision with respect to necessary qualifications must be made in writing and normally accompanied with any supporting documentation, within seven (7) calendar days to the Qualifications Committee, through the office of the Superintendent of Schools/CEO. The Qualifications Committee will meet to consider each appeal within five (5) working days of the receipt of the application.

2. The Lay Off Process

- a. When the Board determines that it is necessary to lay off any teacher, the Association will be notified. The individual teachers concerned will also be notified.
- b. Notices requesting eligible teacher volunteers for early retirement and for leave of absence will be circulated.
- c. In the event that position reductions are necessary, the professional staff will be divided into two (2) separate levels - elementary and secondary. The number of FTE positions to be reduced at each level will be determined on a basis which reflects the relative proportions of elementary to secondary teachers in the total teaching population.
- d. Within these levels, the Board will apply the following processes to determine staff to lay off:
 - i. If the Board determines that it is necessary to lay off a teacher, the teachers to be retained on the teaching staff shall be those who have the greatest seniority, providing that they possess the necessary qualifications for the remaining positions available.
 - ii. The Board shall give each teacher who it intends to lay off pursuant to this article, sixty (60) calendar days' notice in writing, with a copy to the Association. The Board shall provide to the Association the reason(s) for the layoff and a list of those teaching positions held by teachers with less seniority whom the Board proposes to retain.

3. Recall Procedure - Re-Engagement of Professional Staff

- a. If a teacher has been laid off under this agreement, the teacher's name will be placed on a recall list for a period of twenty-seven (27) calendar months. If a position becomes available during that period, the Board shall first offer re-engagement to the teacher who has the most seniority among those laid off pursuant to this article, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and necessary qualifications and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been laid off pursuant to this article.

- b. A teacher who is offered re-engagement pursuant to Article C.3.3.a will accept or reject the appointment in writing within forty-eight (48) hours after receipt of the formal offer. If the teacher rejects the appointment or does not respond within the allotted time, the name of the teacher will move to the bottom of the recall list for the remainder of the school year.
 - c. The Board shall allow the teacher ten (10) days from the acceptance of the offer under Article C.3.3.b for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed.
 - d. Upon re-engagement, a teacher shall be entitled to a continuing appointment to the teaching staff of the District if he/she held a continuing appointment at the time of lay off.
4. If a teacher has been laid off under Article C.3.2, then he/she may utilize the recall procedure as in Article C.3.3 or shall be entitled to the following severance pay:
- 1 weeks' pay for less than 6 months' consecutive service.
 - 2 weeks' pay for more than 6 months' but less than 2 years' consecutive service.
 - 4 weeks' pay for 2 but less than 3 years' consecutive service.
 - 6 weeks' pay for 3 but less than 4 years' consecutive service.
 - 8 weeks' pay for 4 but less than 5 years' consecutive service.
 - 12 weeks' pay for 5 but less than 6 years' consecutive service.
 - 16 weeks' pay for 6 but less than 7 years' consecutive service.
 - 18 weeks' pay for 7 but less than 8 years' consecutive service.
 - 20 weeks' pay for 8 but less than 9 years' consecutive service.
 - 22 weeks' pay for 9 but less than 10 years' consecutive service.
 - 24 weeks' pay for 10 but less than 12 years' consecutive service.
 - 28 weeks' pay for 12 but less than 15 years' consecutive service.
 - 30 weeks' pay for 15 years' consecutive service.
 - 2 additional weeks' pay for every year of consecutive service thereafter in excess of 15.
- a. The right of a teacher to compensation provided under this article ceases on the day twenty-seven (27) months after the Board first lays off the teacher.

5. The Qualifications Committee

- a. The Qualifications Committee will be composed of an equal number of representatives of the Board and the Association. It will rule on any questions relating to necessary qualifications. A majority decision of the Qualifications Committee shall be final and binding.

ARTICLE C.20 EMPLOYMENT ON CONTINUING CONTRACT

1. All teachers appointed to the District shall be appointed on a continuing contract except for:
 - a. temporary teachers;
 - b. teachers on call.

2. Temporary Teachers

- a. A temporary teacher shall be appointed when he/she is filling a position which has been made temporarily vacant due to a leave of absence or sickness for more than twenty (20) successive school days; or
 - i. that is temporarily existing.
- b. For the purposes of Article C.20.2.a.i, a temporarily existing position is a position for a specific assignment/position on a specific term or temporary basis:
 - i. provided such assignment coincides with a specific school term;
 - ii. that is not continued in the subsequent school year.
- c. Temporary teachers shall be granted full-time continuing contracts not later than the completion of ten (10) months of continuous service in the District.

ARTICLE C.21 DISCIPLINE AND DISMISSAL

1. The Board shall not discipline or dismiss any person bound by this agreement save and except for just and reasonable cause.
2. Where a teacher is under investigation for any cause where there is substantial likelihood that the allegation being investigated, if substantiated, would lead to disciplinary action, the teacher shall be advised in writing of that fact along with the particulars of the allegation. The Association shall be informed within twenty four (24) hours unless the Board is advised by the teacher in writing within eighteen (18) hours of receiving the notice of investigation that the Association is not to be notified of the investigation. The teacher shall be advised in writing of the right to be accompanied by a representative of the Association at any meeting in connection with such investigation.
3. Unless the teacher waives the right to such meeting, the Board shall not suspend or dismiss (other than a suspension to which Section 15(5) of the *School Act* reasonably applies) any person bound by this agreement unless it has, prior to considering such action, held a meeting of the Board with the teacher entitled to be present, in respect of which:
 - a. the teacher and the Association shall be given seventy two (72) hours notice;

- b. at the time such notice is given, the teacher and the Association shall be given a full and complete statement in writing of the grounds for the contemplated action and all documents that will be considered at the meeting;
 - c. the teacher or Association, on behalf of the teacher, may file a written reply to the allegations;
 - d. at the meeting the teacher shall be accompanied by representatives and/or advocates appointed by the Association, and they shall be entitled to hear all the evidence presented to the Board, and to receive copies of all documents placed before the Board. The Association may question the person(s) presenting evidence at the meeting. The Board may question the representative(s) and/or advocate(s) appointed by the Association.
 - e. The decision of the Board shall be communicated in writing to the teacher and the Association and shall contain a full and complete statement of the grounds for the decision.
4. Where a teacher is suspended under Section 15(5) of the *School Act*, the Board shall, prior to taking further action under Section 15(7) of the *School Act*, hold a meeting in accordance with the foregoing provisions, unless the right to such meeting is waived by the Association.
 5. The Board and the Association shall not release to the media or the public, information in respect of the discipline or dismissal of a teacher except as agreed by the Association or by joint release agreed upon by the Board and the Association.
 6. Notwithstanding Article A.6 Grievance Procedure, where a teacher has been dismissed, the Association shall have the option of referring a grievance regarding the dismissal directly to arbitration provided for in that article.
 7. At an arbitration in respect of the discipline or dismissal of a teacher, no material from the teacher's file may be presented unless the material was brought to the teacher's attention at the time it was placed on file, and no material which has been removed from the file pursuant to Article E.24 Access to Personnel File, may be presented.
 8. Where a teacher has been suspended on grounds set out in Section 15(4) of the *School Act*, the teacher shall be reinstated with full pay for the period of such suspension unless, on the final disposition of the matter, the teacher is convicted of the offence charged.

ARTICLE C.22 PROCESS LEADING TO DISMISSAL

1. A teacher shall not be dismissed for reasons of professional competence unless:
 - a. three (3) consecutive evaluation reports (hereinafter referred as "the report[s]"), as defined in Article E.22 Evaluation of Teachers, have been received indicating that the learning situation under his/her charge is less than satisfactory;
 - b. the reports shall have been issued in a period of not less than twelve (12) calendar months nor more than twenty-four (24) calendar months;

- c. the initial report shall be written by the Administrative Officer in the school to which the teacher is assigned or, where the teacher is not assigned to a school, by his/her immediate supervisor.
2. Immediately after the first less than satisfactory report, a plan of assistance (hereinafter referred to as “the plan”) will be formulated and implemented to assist the teacher in overcoming any deficiencies. The plan shall be specific as to the amount of time given before a further report is to be undertaken in accordance with this article and shall be designed to remediate the shortcomings referred to in the less than satisfactory report. If the teacher considers the plan of assistance to be inappropriate, he/she will have an opportunity to appeal the plan to the Superintendent for review. The Superintendent's decision will be final.
3. In the event a teacher receives a less than satisfactory report and is concerned there may be bias on the part of the person designated to write the next report, he/she may appeal to the Superintendent. The Superintendent may confirm the designation of the evaluator or may designate a different evaluator. The decision of the Superintendent will be final.
4. At least one (1) of the three (3) less than satisfactory reports written pursuant to this section shall be written by the Superintendent, Deputy Superintendent, Assistant Superintendent, Director of Instruction, or other designated Administrative Officer.
5. Where the Board renders a decision to dismiss a teacher pursuant to the *School Act* on grounds of less than satisfactory performance, the Board shall issue notice of dismissal thirty (30) days prior to January 31 or June 30.
6. **First Evaluation Report**
 - a. During the first four (4) months of employment, the teacher's Administrative Officer, prior to completion of a report, shall have met with the teacher to discuss the teacher's performance.
 - b. Any weaknesses in performance shall have been brought to the attention of the teacher and suggestions for improvement given.
 - c. The report shall be in accordance with Article E.22 Evaluation of Teachers.
 - d. Where the teacher's performance has been assessed as less than satisfactory, a plan of assistance shall be developed. The plan shall include observations and assistance by resource persons external to the school. Membership in the plan of assistance team shall be determined in consultation with the Association President or designate.
 - e. Where the teacher has received a less than satisfactory report, the teacher shall be provided with the equivalent of fifteen (15) substitute days for the purpose of assisting in the classroom, observing other teachers or releasing other teachers to assist as a mentor.
 - f. If, in the opinion of the intensive assistance team, the class size composition or teaching assignment significantly contributes to the teacher's less than satisfactory performance, the teacher will be given a further assignment in the following school year with the same evaluation provision as would apply to first year teachers in the District.

- g. Where the teacher received a less than satisfactory report in the first evaluation, the second evaluation, in accordance with Article E.22 Evaluation of Teachers, shall commence with a different evaluator, following the implementation of the intensive assistance plan (Article C.22.2) but not earlier than two (2) months after the issuance of the first report.

7. Dismissal Procedures/Requirements

- a. The Board shall not dismiss a first year teacher unless it has received a second less than satisfactory report written by May 31.
- b. The teacher and the President of the Association shall immediately be given written notice that the Board will be considering the dismissal of a teacher.
- c. Prior to any decision to dismiss, the teacher, accompanied by the President of the Association or designate, shall have the opportunity to meet with the Board.
- d. If the Board, subsequent to this meeting, decides to dismiss the teacher, the Board will give the teacher at least one (1) month's written notice of dismissal with a copy sent to the President of the Association.
- e. The notice shall contain full reasons for the action.
- f. The Board will not dismiss a teacher pursuant to this article except for just and reasonable cause.

ARTICLE C.23 PART-TIME TEACHERS' EMPLOYMENT RIGHTS

- 1. A teacher with a full-time appointment may, without prejudice to that appointment and in accordance with Article E.27 Job Postings, request any part-time assignment specifying the fraction of time requested.
- 2. A teacher with a part-time appointment may, without prejudice to that appointment and in accordance with Article E.27 Job Postings, request any additional part-time appointment.
- 3. A teacher on part-time appointment may request a full-time appointment in accordance with Article E.27 Job Postings.
- 4. Teachers on part-time appointments shall accrue seniority on a pro-rated basis in accordance with Article C.2 Seniority.
- 5. Part-time teachers may also provide teacher on call service in the District. Payment for the teacher on call service shall be at the teacher on call rate of pay pursuant to Article B.2 Teachers' On Call Pay and Benefits. When providing teacher on call service the teacher shall not accrue sick leave benefits.
- 6. When the District requests a teacher to take a reduction in assignment and the teacher accepts such a reduction, the reduced portion shall be given as a leave of absence and that teacher shall, upon his/her request, return to the original full-time equivalent. Prior to any request being made, the District shall notify the Association of the request to be made.

7. No teacher shall be required to accept a reduction in time taught.
8. A teacher requesting and receiving a reduction in assignment may request a leave of absence from the current assignment for pension purposes only. The contractual assignment is adjusted accordingly. Leave granted under this section shall not exceed twenty (20) school months.

ARTICLE C.24 TEMPORARY TEACHERS' EMPLOYMENT RIGHTS

1. Teachers who have been employed by the Board on temporary contracts shall be eligible for further available contracts, provided their performance is satisfactory.
2. Temporary teachers shall be offered continuing contracts no later than the completion of ten (10) school months of continuous service within the District.
3. Temporary teachers employed in the District on the last teaching day of June of any year shall be subject to Article E.27 Job Postings, until September 30 of the succeeding year.

ARTICLE C.25 TEACHERS' ON CALL EMPLOYMENT RIGHTS

1. The Board shall maintain a list of teachers selected to relieve in a temporary or continuing position on a day to day basis. The Board shall forward a copy of this list to the Association by October 15, January 31, and May 31 each year.
2. The Board may add or delete names on the teacher on call list throughout the year. The Board shall not remove the name of a teacher from the teacher on call list for arbitrary or discriminatory reasons. The Association will be informed of any teacher removed from the list.
3. Notwithstanding Article C.25.2, the Board may remove a teacher on call from the teacher on call list:
 - a. if the teacher on call has not worked within the District in three (3) months;
 - b. if the teacher on call is called and refuses three (3) consecutive assignments for which he/she is qualified.
 - c. The Board will not remove a teacher on call from the teacher on call list in accordance with Article C.25.3 provided the teacher on call has advised the Board in advance, in writing, that he/she is not available.
4. Teachers on call shall be entitled to the same opportunities to participate in District based staff development programs as other teachers.
5. When hiring, the Board will give consideration to teachers on the teacher on call list according to Article E.27 Job Postings.
6. Teachers on call shall be entitled to apply for funds from the Association's Professional Development Fund according to the policies of that fund.

7. A candidate for the teacher on call list must declare his/her areas of teaching preference and qualification during the interview process.
8. Where the Board reasonably expects a teacher to be absent for more than twenty (20) days, the vacancy shall be filled by appointment to a temporary contract. When a teacher on call completes twenty (20) days continuous teaching on the same assignment, a temporary contract shall be granted retroactively to the commencement of the assignment.
 - a. When a teacher on call completes twenty (20) days continuous teaching on the same assignment and they are in receipt of a temporary contract retroactively to the commencement of the assignment, pursuant to Article C.25.8, this is done for the purpose of salary administration. For the purpose of health related benefits entitlement, these benefits are available effective from the 21st day and not retroactively to the commencement of the assignment.
9. Normally the teacher on call initially assigned to a class where the teacher is absent for an indefinite time shall continue the assignment until the absent teacher returns.
10. An illness of short duration (one [1] day or less) of a teacher on call or Professional Development Day(s) shall not constitute a disruption of a period of continuous substitution.

ARTICLE C.26 UNCERTIFICATED TEACHERS ON CALL

1. An uncertificated teacher on call is defined as an employee who does not possess a current certificate of qualifications as issued by the B. C. College of Teachers, and who works on a day to day basis.
2. Uncertificated teachers on call shall not be included on the Teacher on Call list pursuant to Article C.25.1.
3. The Board shall forward the names of the uncertificated teachers on call to the Association by October 15, January 31 and May 31 each year.

SECTION D WORKING CONDITIONS

ARTICLE D.3 ALTERNATE SCHOOL CALENDAR

1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.
3. The process outlined below in Article D.3.4 thru Article D.3.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.3.6 below for final and binding resolution.
5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
 - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - iv. The hearing shall commence within a further ten (10) working days; and
 - v. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

Note: BCTF will provide a list of acceptable arbitrators from the current list of arbitrators available through the Collective Agreement Arbitration Bureau.

ARTICLE D.4 PREPARATION TIME

PCA Article D.4.1 through D.4.3 does not apply in SD. 34 (Abbotsford). See Article D.23 Hours of Work.

ARTICLE D.5 MIDDLE SCHOOLS

PCA Article D.5.1 through D.5.5 does not apply in School District No. 34 (Abbotsford)

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.

[See also Local Memorandum of Agreement No. 3 Re: Mid Contract Modifications/Middle School Reconfiguration]

ARTICLE D.20 INTENTIONALLY LEFT BLANK/REMOVED BY LEGISLATION

ARTICLE D.21 INTENTIONALLY LEFT BLANK/REMOVED BY LEGISLATION

ARTICLE D.22 INTENTIONALLY LEFT BLANK/REMOVED BY LEGISLATION

ARTICLE D.23 HOURS OF WORK

1. No elementary teacher shall be required to offer instruction for more than four (4) hours and forty-five (45) minutes per day, and may not exceed twenty-three (23) hours and forty-five (45) minutes per five (5) day week, including preparation time and excluding a daily recess of not less than fifteen (15) minutes. No secondary teacher shall be required to offer instruction for more than five (5) hours and nine (9) minutes per day, and may not exceed twenty-five (25) hours and forty-five (45) minutes per five (5) day week, including homeroom and preparation time.
2. Full time secondary teachers shall be entitled to twelve and one-half per cent (12.5%) of total instructional time for purposes of preparation.
3. Full-time elementary teachers shall be entitled to ninety (90) minutes per week for purposes of preparation, this preparation time will be in a minimum of twenty-five (25) minute blocks with no more than one (1) block of less than twenty-five (25) minutes.
4. Preparation time of part-time teachers of three-eighths (0.375) FTE or more shall be pro-rated.
5. A teacher's instructional assignment shall be defined as time during the instructional week devoted to teaching courses and lessons, and shall include time assigned to supervise curricular activities, including study periods.

6. School starting hours shall be between 0800h and 0930h (8:00 a.m. and 9:30 a.m.) and shall be continuous for no more than six (6) hours and thirty (30) minutes secondary, or six (6) hours elementary, or other such arrangements as agreed between the parties. With the agreement of the teacher, instruction in some specialized programs may have a different starting time but the teacher shall, in any case, work on a continuous basis as per Article D.23.1. The instructional assignment of such teachers shall be within six (6) continuous hours for elementary and seven (7) continuous hours for secondary.
7. Each teacher shall be allowed the uninterrupted time for lunch during the school's regularly scheduled lunch break. The school's lunch break shall be a minimum one-half hour (0.5h).

ARTICLE D.24 SUPERVISION DUTIES

1. No teacher shall be required to perform any duties during the school's regularly scheduled noon intermission.
2. No teacher shall be required to perform more than twenty-five (25) minutes of supervision per week.
3. As a result of the implementation of this article, the scheduled blocks of supervision duties shall not be increased.
4. In the application of Article D.24.2, the staff of each school, including the Administrative Officer, shall agree on the required supervisory duties and shall ensure that such required duties are assigned in an equitable manner.

ARTICLE D.25 REGULAR WORK YEAR

1. Pursuant to the Standard School Calendar established by legislation and regulation (Appendix A):
 - a. the regular work year shall be scheduled from and include the Tuesday after Labour Day to the last Friday in June of the following year, except if the last Friday in June falls on or before June 25 the last work day of the year will be June 30. Work days shall not include Saturday or Sunday. The regular work year consists of days on which instruction is offered to students, professional development days, administrative days and non-instructional days.
 - b. Teachers shall be entitled to all statutory holidays, Winter Break and Spring Break.
 - c. The first day of Winter Break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1 unless January 1 is a Saturday or Sunday then school shall reopen the following Tuesday.
 - d. The first day of Spring Break shall be the third Monday in March. School shall reopen on the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March.

2. The regular work year for teachers shall include:
 - a. no fewer than five (5) non-instructional days for professional development according to guidelines developed by the committee established pursuant to Article F.20.4 Professional Development Funding.
 - b. two (2) half days for administrative purposes;
 - c. two (2) half days for parent/teacher interviews;
 - d. on the first day of school students shall be in attendance for up to one-half (1/2) day.
 - e. The Board shall shorten no fewer than four (4) school days of a school by not more than one (1) hour for the purpose of facilitating parent/teacher interviews related to student progress.
 - f. One (1) day for year-end administrative duties on the last work day of the work year. Students will not be in attendance.
3. Nothing in this article shall prevent the Board from offering, or a teacher from accepting, a fixed-sum contract for a specific project provided the Association receives prior notice of all such projects and the project does not consist of or include work of a kind that would normally be performed by a teacher.
4. For the purpose of introducing Primary 1 (Kindergarten) students to school, teachers of Primary 1 (Kindergarten) in consultation with the Administrative Officer, shall be entitled to design and implement a gradual entry program involving altered hours and the phasing in of small groups of children for the first five (5) days after the opening of school.
5. No teacher shall suffer loss of pay in the event of a Board ordered closure of a work site.
 - a. In the event that student attendance is cancelled and the schools are open, every reasonable attempt will be made by the teacher to attend their school. If any teacher cannot attend he/she will inform their supervising Administrative Officer. Failure of the teacher to inform their supervising Administrative Officer may result in the loss of a day's pay or portion thereof.
6. Should the Board wish to implement a local school calendar that differs in dates from the Standard School Calendar, that local school calendar shall be negotiated with the Association's negotiating team and ratified by the Association. The local school calendar shall be consistent with all other terms and conditions of the collective agreement other than dates for days of work.

ARTICLE D.26 EXTRA-CURRICULAR ACTIVITIES

1. The Board and the Association recognize that participation in extra-curricular activities is of value.
2. Extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school.

3. The Board agrees that all extra-curricular activities are voluntary.
4. While involved in extra-curricular activities, teachers shall be considered to be acting in the employ of the Board for purposes of liability of the Board and coverage by the Board's insurance.
5. Extra-curricular activities shall not form any part of a job description or posting.

ARTICLE D.27 STAFF MEETINGS

1. The purpose of staff meetings is to facilitate the administration and enhance the operation of the school.
2. Teachers are expected to attend staff meetings unless prior approval for absence has been granted by the Administrative Officer. Part-time and itinerant teachers shall attend staff meetings when the staff meeting is contiguous to their hours of work.
3. Teachers may submit items to the Administrative Officer which will be placed on the agenda of staff meetings. A copy of this agenda shall be given to each teacher.
4. At least three (3) school days' notice of regular staff meetings shall be given, including a preliminary agenda. Notice may be waived for short emergency meetings. The Administrative Officer will arrange the agenda in order of priority. The Administrative Officer will make all reasonable efforts to restrict the frequency and length of staff meetings.
5. Staff meetings will not be longer than one hour and forty-five minutes (105 min.) from dismissal of regular classes, nor held during recess or lunch break unless of an emergency nature. With majority consent, staff meetings may continue on a voluntary basis.
6. A teacher shall not be required to act as recording secretary. Written minutes shall be kept and circulated to all staff members.
7. It is the teacher's responsibility to be apprised of the staff meeting agenda and the decisions made at the meeting.

ARTICLE D.28 ADJUSTMENT PLAN: SECTION 54 (BILL 84)

1. If the Board introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions, or security of employment of a significant number of employees to whom this agreement applies, such change shall be introduced after an adjustment plan has been negotiated pursuant to Section 54 of the *Labour Relations Code* (Bill 84).
2. If no agreement is reached on an adjustment plan pursuant to Section 54 within thirty (30) calendar days of direct negotiations, the matter shall be referred to expedited arbitration, in accordance with Article A.38, or mediation/arbitration pursuant to Section 105-Consensual Mediation-Arbitration.

ARTICLE D.29 HEALTH AND SAFETY

1. A District Health and Safety Committee shall be established by the Board.
2. The committee shall have joint representation with equal numbers of Association and Board representatives.
 - a. The committee shall include no fewer than two (2) members, chosen by and representing the Association.
3. The committee shall be responsible for:
 - a. ensuring that the District is in compliance with all Workers' Compensation Board (WCB) regulations,
 - b. promoting safety,
 - c. considering recommendations and proposing implementation where warranted, and
 - d. ensuring that the District is in compliance with the requirements of the Work Place Hazardous Materials Information System (WHMIS).
4. Committee minutes shall be forwarded promptly to the Association. Recommendations of the Joint Health & Safety Committee shall be prioritized and forwarded to the Secretary-Treasurer. The Secretary-Treasurer shall, as much as reasonably possible, endeavour to implement the Committee's priority recommendations.
5. A Health and Safety sub-committee shall be established at each work site which shall determine that regular inspections are carried out and the Health and Safety requirements of all Acts are complied with.
6. The Board shall endeavour to eliminate or reduce specific problems which could endanger the health and safety of the occupants of a school facility when recommended by the Health and Safety Committee.
7. Teachers shall bring forward issues of health and safety to the school Principal; and if unresolved then to the school based Health & Safety Committee; and if still unresolved to the District Health & Safety Committee.

ARTICLE D.30 STUDENT MEDICATION PROCEDURES

1. Every teacher has a duty to render assistance in an emergency.
2. The responsible Administrative Officer shall make arrangements for the administration of medication to students.
3. No teacher shall be required to administer medication on a regular or predictable basis.

ARTICLE D.31 TEACHER ON CALL DUTIES

1. The teacher on call shall be required to perform only the duties of the teacher he/she is replacing.

ARTICLE D.32 BEGINNING TEACHER

1. In determining the teaching assignment of a beginning teacher the Administrative Officer, in consultation with the staff, shall consider the following:
 - the instructional assignment;
 - class demands;
 - mentor support;
 - orientation.

ARTICLE D.33 HOME EDUCATION

1. To meet its statutory requirements in respect to home education of students, the Board shall:
 - a. provide the additional resources necessitated by the increased teaching assignment.

ARTICLE D.34 STUDENT REPORTING PERIODS

1. The Board and the Association agree that there shall be five (5) student reports. At least three (3) shall be formal written reports.
2. Informal reports regarding student progress shall include documented parent/teacher conferences or, where the parent is not available, a documented telephone call, or written interim reports.

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.

Local Provisions:

- 7. There will be no discrimination and/or harassment against any member of the Association because he/she is participating in the activities of the Association or carrying out duties as a representative of the Association.

ARTICLE E.20 AN OFFER OF APPOINTMENT TO THE DISTRICT

- 1. An applicant for appointment who is a member of the Association shall be entitled to rely on a representation of the Superintendent, Deputy Superintendent, an Assistant Superintendent, Director of Instruction, or Superintendent of Schools/CEO that an offer of an appointment has been made, or that an appointment has been made, or with respect to the terms of such offer or appointment.
- 2. The Board shall confirm an offer of appointment to the District in writing, or by FAX within twenty four (24) hours, giving details of the proposed position.
- 3. An offer of appointment to the District shall be deemed to have been accepted when the acceptance has been mailed or sent by FAX to the Board.
- 4. Where an offer of appointment has been accepted it shall be subsequently honoured by both parties.
- 5. The Board may report to the College of Teacher's any person who fails to abide by this provision unless that person gives proper notice of resignation prior to the commencement date of employment.

ARTICLE E.21 ASSIGNMENT WITHIN A SCHOOL

- 1. Assignment within a school shall be based on the qualifications, training, experience, and personal preference of the teacher, and shall not be used for disciplinary purposes.

ARTICLE E.22 EVALUATION OF TEACHERS

1. All reports on the work of a teacher shall be in writing.
2. At least ten (10) working days prior to commencing observations, unless otherwise requested by the teacher, the evaluator shall meet with the teacher and seek agreement on the purposes of the evaluation, the time-span and schedule of observations, and the criteria and standards to be applied. The criteria shall be in writing and shall be consistent with those generally accepted by the teaching profession.
3. No criteria shall be applied which relate to aspects of the teaching/learning situation over which the teacher does not have both responsibility and control.
4. Each report shall be based on not less than three (3) nor more than six (6) formal observations which reflect the teacher's assignment unless otherwise requested by the teacher.
5. Involvement or non-involvement in extra-curricular activities, participation in Association activities, or matters not directly related to teaching duties are outside the scope of evaluating and reporting on the work of a teacher.
6. Periods chosen for observation shall be during normal periods of the school year, and the teacher shall have the opportunity to select one-half (1/2) of the observation times.
7. Following each observation and prior to subsequent observation, the evaluator shall discuss with the teacher his/her observations and impressions. Such observations shall further be provided to the teacher in the form of a written anecdotal statement within five (5) working days.
8. Reports shall be prepared only by the Superintendent, Assistant Superintendent, a Director of Instruction, or an Administrative Officer of the school to which the teacher is assigned, or a designated Administrative Officer.
 - a. Notwithstanding Article E.22.8, should a teacher request an evaluation by an Administrative Officer other than listed above, the request shall not be unreasonably denied. Such request must be submitted to the Superintendent prior to the commencement of the evaluation.
9. The content of a teaching report shall be specific objective descriptions of teaching performance.
10. In the event of a less than satisfactory report, a plan of assistance shall be made available to the teacher by the Board. The plan of assistance shall be completed before another evaluation is initiated.
11. The teacher shall be given a draft copy of a report at least forty-eight (48) hours prior to preparation of the final copy. He/she shall have the opportunity of meeting with the evaluator in the company of a third person to discuss the draft. The evaluator shall make every effort to ensure accuracy and to reach agreement on the report with the teacher prior to filing the final report.
12. The final report shall be filed only in the teacher's personnel file at the School Board Office. A copy shall be given to the teacher at the time of filing.

13. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report.
14. Subject to Article C.22 Process Leading to Dismissal, a report on a teacher shall not be written more than once every three (3) years.
15. The evaluation will conclude with a summative statement using either the term “satisfactory” or “less than satisfactory”.

ARTICLE E.23 EVALUATION OF TEACHERS ON CALL AND TEMPORARY TEACHERS

The following is the procedure established under Article E.27.6.a.

1. General Provisions

- a. Completion of the process established in this Article shall constitute a recommendation in accordance with Article E.27.6.a.
- b. In the event the process established in this Article is not commenced and completed within the prescribed time period, the teacher will be deemed to have received the recommendation in accordance with Article E.27.6.a, allowing the teacher to have the same consideration as a teacher holding a continuing contract when posting for a position.
- c. The report will conclude with a summative statement using either the term “satisfactory” or “less than satisfactory”.
- d. The procedure established in this Article will be brought to the attention of teachers on call and temporary contract teachers at the time of orientation.
- e. It shall be the responsibility of the Teacher On Call or temporary contract teacher to inform the Board and the Association in writing, of his/her recommendation in accordance with this Article.

2. Procedure: Teachers On Call

- a. An Administrative Officer or Teacher On Call may initiate the process in accordance with this Article by giving twenty four (24) hours notice.
- b. Two (2) Evaluation for Job Posting forms, hereinafter referred to as the “evaluation form”, deemed “satisfactory” within a ten (10) month period shall constitute a recommendation for the same consideration for a posted position as a teacher holding a continuing contract in accordance with Article E.27, hereinafter referred to as “the recommendation”.
- c. The two (2) evaluation forms shall be completed by different evaluators.

- d. Where a Teacher On Call receives the recommendation, such recommendation will be effective for fifteen (15) teaching months upon receipt of the written notice by the Board and the Association.
- e. An evaluation form will be completed after three (3) consecutive days in the assignment.

3. Procedure: Temporary Contract Teachers

- a. A teacher who signs a temporary contract for a period greater than sixty (60) consecutive teaching days will be evaluated using the process detailed in Article E.22 Evaluation of Teachers. A satisfactory evaluation constitutes a recommendation, in accordance with Article E.27.6.a.
 - i. A teacher who signs a temporary contract for a period of sixty (60) consecutive teaching days or less will be evaluated as a Teacher On Call.
 - ii. The first evaluation form will be completed after three (3) days in the assignment;
 - iii. The second evaluation form, completed by a second evaluator, is to be completed prior to the termination of the temporary contract.
- b. A Teacher on Call whose assignment will be extended to reach twenty (20) consecutive teaching days in that assignment will receive two (2) evaluations prior to the completion of the twenty (20) consecutive teaching day period, unless the assignment has been extended beyond the twenty (20) consecutive teaching day period.

ARTICLE E.24 ACCESS TO PERSONNEL FILE

1. The Board recognizes that all teachers' personnel files are confidential. Access must be limited and security assured.
2. A teacher may, upon written application to the Human Resources Department, have access to and review his/her personnel file. The file will be made available at a time convenient to the Human Resources Department, outside of the teacher's normal work hours, however, a teacher shall be granted access before seven (7) calendar days have expired.
3. There shall be only one (1) personnel file for each teacher, maintained at the District Office.
4. A Human Resources staff member shall be present when a teacher reviews his/her file. A teacher may be accompanied by an individual of his/her choice.
5. The Board agrees that only factual information and material relevant to the employment of the teacher shall be maintained in the personnel file. Adverse material in the file will be copied to the teacher at the time of filing. The teacher shall have the opportunity to file any comments.
6. Where adverse material other than an evaluation report is placed in the teacher's personnel file, the teacher may elect to have the material removed two (2) years after the filing provided that no further material of that nature has been subsequently filed.

ARTICLE E.25 SCHOOL ACT APPEALS

1. Where a pupil and/or parent/guardian files an appeal under the *School Act* (Section 11) and Board By-law concerning a decision of a teacher, or in connection with or affecting such a teacher:
 - a. the teacher and the Association shall be notified of the appeal as soon as is practicable, and shall be entitled to receive all documents relating to the appeal;
 - b. the teacher may be requested and shall be entitled to attend any meeting in connection with the appeal, where the appellant is present and shall have the right to representation by the Association; and
 - c. the teacher shall have the opportunity to provide a written reply to any allegations in the appeal.
2. In all cases, the appellant shall first discuss the matter with the teacher.

ARTICLE E.26 ASSISTANCE TO FALSELY ACCUSED TEACHER

1. When a teacher has been falsely accused of child abuse or sexual misconduct, the Board will assist the teacher by:
 - a. working with the teacher to develop a plan which facilitates a smooth return to the teaching program;
 - b. providing additional funding to the Employee Assistance Program to ensure availability of counselling assistance to the teacher;
 - c. providing, upon request by the teacher, available factual information to parents and students.

ARTICLE E.27 JOB POSTINGS

1. The Board and the Association agree that it is in their mutual best interest to ensure that the educational services provided to children by teachers:
 - a. are appropriate to the qualifications, preference of the teacher and the suitability of the teacher in the particular assignment, and
 - b. provide for a reasonable degree of continuity and stability within the educational environment and teaching assignment.
2. In this article, vacancy means an existing or newly created teaching position/assignment which the School District intends to fill and to which a teacher is not assigned.
3. The Board shall post each vacancy in the School Board Office and in each school. At the same time, the posting shall be sent to the Association. The posting shall include, in conformity with this agreement, a statement of the qualifications required for the position, the duties to be performed and the date on which the appointment is to commence.

- a. The position shall remain open at least two (2) school days following receipt of the posting with the exception of postings in July and August which shall remain open for at least seven (7) calendar days.
4. Selection of the candidate to fill the position, subject to the provisions of this agreement, shall be made on the basis of the candidate best meeting the qualifications required for the particular assignment. Where qualifications and professional experience are equal, the teacher with the greatest seniority as determined by Article C.2 Seniority, shall be appointed.
 - a. Necessary qualifications shall be defined as the academic training, experience, skills, and abilities necessary to assume the duties and responsibilities of the position. Determination of qualifications may include an examination of written reports and references.
 - b. The Board shall post semi-monthly, in the School Board Office, a list of positions filled. At the same time the list of filled positions will be forwarded to the Association and each school.
5. The successful candidate for a continuing position shall not be eligible for any further posting until two (2) school years have passed.
6. Teachers on call and temporary contract teachers will be given the same consideration for positions posted in accordance with this Agreement as a teacher holding a continuing contract provided:
 - a. the applicant's most recent performance evaluation/s, in accordance with Article E.23, constitutes a recommendation that he/she be given the same consideration for posted positions as a teacher holding a continuing contract; or
 - b. the applicant held a continuing appointment with the District in the twenty (20) teaching months immediately preceding his/her application and where the most recent teaching report was not evaluated as less than satisfactory.
7. If there are no qualified applicants, in accordance with these procedures, the Board will hire a new teacher.
8. Notwithstanding Article E.27.6, in years where the District is opening a new school/s, continuing contract teachers and teachers with a temporary contract of ten (10) continuous months shall be given priority over other temporary contract teachers and teachers on call in filling vacant positions.

ARTICLE E.28 FILLING VACANT POSITIONS

1. The Board shall fill vacancies in the following priority, provided that the teacher has the necessary qualifications to perform the duties of the vacant position:
 - a. teachers returning from a leave of absence,
 - b. teachers on the recall list pursuant to Article C.3.3.a,
 - c. transfers of assignment pursuant to Article E.29,
 - d. teachers posting to a position pursuant to this Agreement,
 - e. teachers on call other than those who qualify under Article E.27.6, and new appointees.

ARTICLE E.29 BOARD INITIATED TRANSFERS

1. The Board may transfer a teacher for:
 - a. fair and reasonable educational reasons; or
 - b. reasons of program or course elimination; or
 - c. reasons of enrollment decline.

2. A Board official intending to recommend a transfer shall:
 - a. give consideration to the teacher's qualifications, teaching preferences and, wherever possible, obtain the teacher's agreement to the transfer;
 - b. meet with the teacher prior to the recommendation being placed before the Board. At this meeting, the nature of the proposed transfer and the reasons for it shall be communicated to the teacher and the Association.
 - c. advise the teacher recommended for transfer of the purpose for the meeting outlined in Article E.29.2.b and advise that teacher of his/her right to representation by the Association.

3. When the decision to transfer a teacher has been made, the transferred teacher shall be notified, in writing, of the decision and the reasons for it. A copy will be forwarded to the Association.

4. Transfers initiated by the Board shall be completed no later than May 15 in a school year save when they are necessitated by circumstances not reasonably known to the Board by April 30 in such year.

- 5. Enrolment Decline**
 - a. When a teacher must be transferred due to declining enrolment, the teacher(s) on the school staff with the least seniority in the District will be designated for transfer unless a more senior teacher agrees to be transferred and provided that the teachers retained on staff have the necessary qualifications for the positions available.

6. The Board may transfer a teacher to an assignment involving a significantly different grade level or significantly different subject area, only if:
 - a. there remain no vacancies in the teacher's existing grade level or subject area for which the teacher has the necessary qualifications;
 - b. the teacher has the least District-wide seniority among teachers in the teacher's existing grade level or subject area;
 - c. the Board provides adequate support and in-service release time to ensure professional re-training commensurate with the degree of change of assignment;
 - d. the teacher is offered priority in future vacancies in the teacher's existing grade level or subject area, second only to teachers entitled to priority under Article E.28 Filling Vacant Positions.

7. A teacher who is transferred for reasons of projected program or course elimination or enrolment decline, shall have the opportunity to return to the position previously held in the event that the projected factors do not actually materialize.
8. The parties agree that should problems arise that are not resolvable by the application of Article E.29 Board Initiated Transfers, the Superintendent and the President of the Association shall meet forthwith to negotiate in good faith an arrangement which will achieve the intent of the agreement.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.20 PROFESSIONAL DEVELOPMENT FUNDING

1. The Board shall pay to the Association 0.5% of annual teachers' payroll calculated as of September 30 each year, to be distributed not later than October 20 of each year, in support of professional development activities for its members.
2. The Association shall provide the Board an annual report of professional development activities and expenditures by October 31 of each year giving an audited accounting of disbursements from the fund.
3. Funds will be allocated in the following areas:
 - School Based
 - Local Specialist Associations
 - District-Wide Day
 - Administrative Costs
4. The allocation and administration of the fund will be determined by the Association's Professional Development Committee, in consultation with the Board.
5. Professional Development Fund: Credit/Non-Credit Course Funding
 - a. The Board shall provide annual funding of \$20 per teacher as of September 30 in each year to defray the legitimate teacher expenditures in maintaining and up-grading specialist's qualifications or for taking courses for credit or non-credit.
 - b. The fund established pursuant to Article F.20.5.a will be administered by the Association.

ARTICLE F.21 CURRICULUM IMPLEMENTATION

1. When new curriculum is being introduced to the School District, in accordance with Article D.28 Adjustment Plan, the Superintendent or designate shall strike a District committee involving personnel who will be directly affected by the implementation of such curricula, to consider and make recommendations to the Superintendent on the following:
2. **Time Considerations**
 - a. The time necessary for the entire implementation process.
 - b. The time necessary for teachers who are expected to implement the new curriculum to:
 - i. become familiar with the new content, materials and skills;
 - ii. provide the transition between the old curriculum and the new curriculum;
 - iii. develop necessary supplemental material.

3. Materials

- a. Identification of materials required.

4. Funding

- a. In-service and/or re-training needs;
- b. materials required;
- c. resource people;
- d. release time for teachers.

ARTICLE F.22 TEACHER PROFESSIONALISM

- 1. The Board recognizes and respects the professionalism of teachers covered under this collective agreement. Teachers have the professional right and the professional responsibility to determine the planning, presentation and methods of instruction for their classes within the following criteria:
 - a. teaching methods shall be consistent with recognized educational practices;
 - b. prescribed provincially and locally developed curriculum shall be followed;
 - c. resources used shall be consistent with prescribed and authorized materials.

ARTICLE F.23 SCHOOL ACCREDITATION

- 1. The School Accreditation/Assessment Steering Committee, a committee chosen by the school staff, and the supervising Administrative Officer shall consider and make recommendations in respect of the accreditation process. Such recommendations may include, but are not limited to the following:
 - the decision to undertake and proceed with the elementary assessment process;
 - the purpose, goals and objectives of the accreditation/assessment process;
 - the instruments to be used;
 - the composition and function of the external team;
 - the frequency of the elementary assessment process;
 - the release of the accreditation/assessment findings;
 - implementation of the recommendations contained in the accreditation/ assessment report;
 - additional funds and resources required to complete the accreditation/ assessment process beyond those targeted by the Ministry.
- 2. The Board shall ensure that all funds and resources available from the Ministry in support of the accreditation/assessment process shall be dedicated to that process.

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.

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

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

ARTICLE G.2 COMPASSIONATE CARE LEAVE

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

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

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

ARTICLE G.20 SICK LEAVE

1. A continuing or temporary teacher shall accrue sick leave at the rate of one and one-half (1.5) days per calendar month in which the teacher receives remuneration from the Board, with the exception of July and August.
2. Continuing and temporary teachers working less than full-time shall accrue and be paid sick leave on a pro-rated basis.
3. In the event a continuing or temporary teacher should deplete his/her accumulated sick leave entitlement, the teacher can anticipate being able to utilize advanced sick leave credits pertaining to the remainder of that school year.
4. Any days during which the teacher has been absent with full pay for reasons of illness or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher.
5. There is no maximum to the number of days of sick leave that may be accumulated.
6. Where the leave is for less than a day, a deduction will be made on a pro-rated basis according to the teacher's regular assignment for the day.
7. A teacher may use up to one hundred and twenty (120) days of sick leave in any one (1) school year.

8. Sick leave accumulated by each teacher prior to June 30, 1988, shall continue to be credited to that teacher.

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

ARTICLE G.21 SPECIAL LEAVE

1. Leave of absence for special reasons may be granted with full pay or with full pay and the teacher paying a standard cost of one two hundred and twenty-fifth (1/225th) of Category 4 Step 2 for a substitute teacher.
2. The teacher must apply, in writing, to the Superintendent with reasonable notice prior to the time requested by the teacher and stating the reason(s) for the request and the duration of the leave required up to a maximum of five (5) days. These leaves shall not be unreasonably denied.

ARTICLE G.22 LEAVE WITHOUT PAY

1. Leave of absence for special reasons may be granted without pay.
2. The teacher must apply in writing to the Superintendent with reasonable notice prior to the time requested by the teacher and stating the reason(s) for the request and the duration of the leave required.

ARTICLE G.23 EMERGENCY LEAVE FOR FAMILY ILLNESS

1. A teacher, upon notifying his/her Administrative Officer, may utilize up to two (2) days total accumulated sick leave credits each school year in the event of the illness within his/her immediate family. Leave shall not be granted if a teacher has depleted his/her accumulated sick leave credits.
2. The teacher shall notify in writing his/her Administrative Officer. In the event notice cannot be given, the teacher shall advise his/her Administrative Officer prior to leaving the work site or prior to the commencement of the work day and shall submit confirmation of the request upon return.

ARTICLE G.24 PREGNANCY/PARENTAL LEAVE

1. **Pregnancy 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*, or
 - b. for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester.

- c. Such requests shall be made in writing to the Superintendent or designate accompanied by a certificate from the teacher's physician estimating the date of birth. Teachers wishing extended leave must make application in accordance with the provisions of this article.

2. Supplemental Employment Insurance Benefits on Pregnancy Leave

- a. When a pregnant teacher takes the pregnancy leave to which she is entitled pursuant to the *Employment Standards Act*, the Board shall pay the teacher:
- b. ninety-five per cent (95%) of her current salary for the first two (2) weeks of the leave, and, where the teacher is eligible to receive Employment Insurance Commission (EIC) maternity benefits,
- c. the difference between ninety-five per cent (95%) of her current salary and the amount of EIC maternity benefits received by the teacher for a further fifteen (15) weeks.
- d. The Board agrees to enter into the Supplemental Employment Benefit (SEB) Plan agreement required by the *Employment Insurance Act* in respect of such maternity payment. These benefits will be payable as stipulated in the SEB plan signed by the Board and the Association.

3. Parental Leave

- a. A teacher shall be granted upon request a leave of absence as provided for in Part 6 of the *Employment Standards Act*, or
- b. for a stated continuous period of time so that the return to duty will coincide with the commencement of the following term or semester.
- c. Such leave granted under Article G.24.3 must be continuous.

4. Extended Parenthood Leave

- a. A teacher granted leave under Article G.24.1 or G.24.3, who chooses not to return to work at the expiration of that leave, may apply for extended parenthood leave four (4) weeks prior to the start of a semester or term, or by May 31 in respect to leave expiring on June 30;
- b. Leave shall be granted upon request for a period of up to a maximum of twenty (20) school months as extended parenthood leave, with return to coincide with the commencement of a term or semester as identified in Article G.24.1.b;
- c. A teacher returning from extended parenthood leave shall do so at the commencement of a term or semester and shall notify the Board four (4) weeks in advance except in respect to leave expiring June 30 where notice shall be given by May 1.

5. Use of Sick Leave

- a. If, at the end of the agreed upon period of leave, a 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 the teacher's sick leave provisions subject to Article G.20 Sick Leave.

6. Early Return and Emergency Situations

- a. 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 to a position as designated by the Board;
- b. a teacher intending to make an earlier return to duty will submit a written application and a medical certificate twenty-one (21) calendar days in advance;
- c. in emergency situations, the teacher's application for leave will be considered on seven (7) calendar day's notice;
- d. a terminated pregnancy shall be treated as provided for in Part 6 of the *Employment Standards Act*.

7. Extended Parenthood Leave Benefits

- a. When a teacher has been granted extended parenthood leave, the Board will pay its share of all benefit premiums during the period of leave if the teacher so requests and makes suitable arrangements for the continuation of his/her share of the premiums.

8. Adoption

- a. In the case of adoption, parental leave shall be granted on request and shall commence up to three (3) days prior to 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*. Paid leave shall be granted to either parent, or both, if both are teachers employed by the Board, for mandatory interviews or traveling time to receive the child.

9. Assignment

- a. A teacher returning from pregnancy or parental leave within a school year shall be assigned to the same position held prior to the leave;
- b. a teacher returning from extended parenthood leave shall be assigned to a reasonably comparable position within the District.
- c. These items notwithstanding, a teacher may choose to apply for another position subject to Article E.27 Job Posting.

ARTICLE G.25 PATERNITY LEAVE

1. On the birth of a child or in the case of adoption or legal guardianship, the father may apply in writing to the Superintendent or designate and shall be granted two (2) day's paternity leave with pay.

ARTICLE G.26 JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS

1. A teacher, upon written application to his/her respective supervisor, shall be granted a leave of absence with pay when summoned for jury duty or required to attend any legal proceedings by reason of subpoena. The written request must be received by the respective supervisor five (5) working days in advance of the leave of absence date unless such notice is impractical due to lateness of subpoena being received by the teacher.
2. Where a teacher is reasonably required to attend proceedings in connection with the interpretation or application of this agreement, the Board shall grant leave with pay.
3. A teacher, upon written application to his/her supervisor, shall be granted a leave of absence with pay where the private affairs of a teacher have otherwise occasioned an appearance in legal proceedings. The written request must be received by the respective supervisor five (5) working days in advance of the leave of absence date unless such notice is impractical due to lateness of subpoena being received by the teacher. The cost of a substitute teacher shall be borne by the teacher.

ARTICLE G.27 BEREAVEMENT LEAVE

1. A teacher, upon notifying his/her Administrative Officer, shall be granted leave of absence of up to four (4) consecutive working days, without loss of pay, in the event of a death in his/her immediate family.
2. When the physical arrangements for the funeral cannot be arranged under Article G.27.1, the Superintendent or designate shall grant:
 - a. one (1) additional day, with pay, to attend the funeral, and/or
 - b. additional days with pay, the teacher paying the cost of the substitute teacher, for travel or for the purposes of settlement of the estate.
3. Immediate family shall consist of the following: spouse, mother, father, child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent, grandchild and dependents.

ARTICLE G.28 LEAVE FOR ELECTIVE OFFICE OR PUBLIC SERVICE

1. When a teacher is nominated to contest a regional, municipal, provincial or federal election and requires leave then he/she shall provide a written application for leave of absence, without pay, during the election campaign. Such leave shall not be unreasonably denied.

2. Should a teacher be elected as a Member of the Legislative Assembly or Member of Parliament, he/she shall be granted leave of absence, without pay, until the end of the school year in which his/her term of office expires. The teacher shall declare his/her intention to either return to his/her teaching duties or to resign his/her teaching position by March 31 of this last year of the leave of absence.
3. Teachers elected or appointed to municipal or regional office or public board may, subject to the Superintendent's approval, be granted leave of absence, at no cost to the Board. This leave shall not be unreasonably denied.

ARTICLE G.29 GRADUATION LEAVE

1. A teacher may apply, in writing, to the Superintendent or designate, and shall be granted leave of absence:
 - a. with pay, for one (1) day, in order to attend graduation ceremonies of a university if he/she is to receive a degree;
 - b. with pay, for one (1) day, to enable him/her to attend the graduation ceremonies of a university if a child or spouse is to receive a degree;
 - c. with pay, for one (1) day, less the cost of substitute, to enable him/her to attend the graduation ceremonies of a university if a close relative is to receive a degree.
2. It is understood that the written application be submitted with a minimum notice of seven (7) working days prior to the date requested stating the reason for the request.

ARTICLE G.30 UNIVERSITY SUMMER SCHOOL LEAVE

1. Where there is an overlap between the end of the regular school term and the beginning of the summer school session, the Board may grant leave upon written application by May 15. Leave with pay less the standard cost of a substitute teacher, if necessary, will not be unreasonably denied.

ARTICLE G.31 WORKERS' COMPENSATION

1. Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is herein after called the "disability") and the employee is entitled to compensation therefore under the *Workers' Compensation Act*, the employee shall not be required to use his/her sick leave credits for time lost during the first twelve (12) calendar months, by reason of any such disability, excluding the summer break.
2. All monies received by the employee, excluding monies received during the summer break, by way of compensation for loss of salary under the said Act shall be paid to the Board. In return, the Board shall pay the employee full salary, subject to a time limitation of the first twelve (12) calendar months as above.

3. After the first twelve (12) calendar months' limitation, the salary paid to the employee shall be charged against the employee's accumulated sick leave credits on the proportionate basis by which the Workers' Compensation Board does not recompense the Board.
4. Compensation does not include a disability pension or other final settlement award arising from such disability. For the purposes of this article, compensation means periodic payments.

ARTICLE G.32 DEFERRED SALARY LEAVE PLAN

1. The Board shall administer a Deferred Salary Leave Plan as determined by a separate agreement.
2. During the period of leave, the teacher shall continue to receive Medical Services Plan, group life insurance, extended health and dental plan benefits in accordance with the Collective Agreement and the Board shall continue to pay the employer's share of pension plan premiums and benefit plan premiums as above.
3. Vacancies created by leaves will be posted as temporary. On return from leave the Board will make every reasonable effort to reinstate the teacher to a position comparable to that held prior to the leave.
4. Any changes in the Deferred Salary Leave Plan master agreement shall be made in agreement with the Association.

ARTICLE G.33 EDUCATIONAL LEAVE (With Pay)

1. The Board shall establish and dispense an Educational Leave Fund in the amount of one half per cent (0.5%) of the annual teachers' payroll section of the budget as of September 30 of the current year. This shall be the amount budgeted for salary and benefit payments to the Educational Leave Trust Fund for teachers on leave under this section.
2. The Board shall grant Educational Leave on application to teachers with a minimum of three (3) years' service in the District.
3. A Selection Committee shall be established to consider applications and make recommendations to the Board. The Selection Committee shall consist of two (2) representatives of the Board and two (2) representatives of the Association who shall be reappointed each year.
4. The basic unit of leave shall be one (1) year, but where appropriate, any portion of the school year may be granted from September 1 to June 30.
5. Payments shall be at the rate of three-quarters (3/4) salary for the leave period. That period is understood to fall within the months spanning the interval September to June. Medical Services Plan, group life insurance, extended health and dental plan payments will be shared by the Board for the full twelve (12) months of the leave.
6. A teacher granted educational leave for less than a year shall receive a salary equal to three-quarters (3/4) of the salary he/she would be paid if not on educational leave. The Review Panel may recommend a higher payment if special circumstances exist.

7. The Selection Committee shall consider all applications and make a recommendation to the Board as to priority for granting leaves. Such recommendation shall be made to the Board prior to April 15 of each year, in the case of a request made pursuant to this article. Recommendation made by the Review Panel identified under this article shall be made prior to October 31 of each year. Should the Board not accept the recommendation, the matter will be returned to the Committee for reconsideration.
8. Where funds remain unallocated for a year they are to be carried over to the next year.
9. Educational leave will be considered as teaching time for the purpose of seniority.
10. The Board shall give to the Association an accounting of monies in the fund no later than March 15 of each year.
11. Joint policy between the Board and the Association shall be established to set the priorities for and to administer the Educational Leave Plan.
12. The Board will make every reasonable effort to reinstate teachers granted leave under this article to a position comparable to that held prior to the leave or to a position that is compatible with the training received while on this leave.

ARTICLE G.34 LONG TERM SERVICE LEAVE (Without Pay)

1. The Board shall grant long term service leave to teachers having seven (7) calendar years of service as of June 30 in the year of application. This leave may be applied for once every seven (7) years.
2. Leave will normally be granted one (1) year at a time. A second year of leave may be granted. Availability of a suitable replacement is necessary criteria for granting of this leave.
3. Written application must be made prior to March 15.
4. Vacancies created by leaves will be posted as temporary. On return from leave the Board will make every reasonable effort to reinstate a teacher to a position comparable to that held prior to the leave.

ARTICLE G.35 EARLY RETIREMENT INCENTIVE PLAN

1. The Board will pay an allowance to teachers who resign from the School District (and/or retire under the Teachers' Pension Plan) before reaching age 65, subject to the following conditions:

The teacher must:

- be age 55 or over,
- be on the maximum step of the salary scale,
- have completed ten (10) years of service in this District,
- retire from teaching in this District.

2. A teacher shall receive a financial incentive of \$15,000 pro-rated to his/her average FTE over his/her total years of service. The financial incentive for full and part-time teachers shall be paid once only.
3. Teachers are no longer eligible to participate in the benefit plans.
4. Teachers are not eligible for rehire to continuing positions within the District.

ARTICLE G.36 EDUCATIONAL LEAVE (Without Pay)

1. After three (3) or more years of employment with the School District, on application, a teacher shall be eligible for educational leave.
2. Leave will normally be granted for up to one (1) year at a time. If the program of studies being undertaken is of a longer duration than one (1) year, the leave will be granted for up to two (2) years to complete the program of studies.
3. Written application must be made prior to March 15.
4. Vacancies created by leaves will be posted as temporary. On return from leave the Board will make every reasonable effort to reinstate a teacher to a position comparable to that held prior to the leave.

SIGNATURES

Signed at Abbotsford, BC this 30th day of June, 2009.

Signed: K Godden
Acting Secretary Treasurer
SD No. 34 (Abbotsford)

Signed: R Guenther, President
Abbotsford District Teachers'
Association

Signed: R D'Angelo, Managing Consultant
British Columbia Public School
Employers' Association

Signed: I Lanzinger, President
British Columbia Teachers' Federation

LOCAL LETTERS OF UNDERSTANDING AND MEMORANDUMS OF AGREEMENT

LETTER OF UNDERSTANDING No. 1

BETWEEN:

SCHOOL DISTRICT No. 34 (ABBOTSFORD)
(Hereinafter referred to as the "Board")
OF THE FIRST PART

AND

ABBOTSFORD DISTRICT TEACHERS' ASSOCIATION
(Hereinafter referred to as the "Association")
OF THE SECOND PART

Subject: Article A.3 - Membership Requirement

The following is an excerpt of the decision in the matter of the Arbitration between the Board of School Trustees, School District No. 34 (Abbotsford), and the Abbotsford District Teachers' Association regarding the membership clause.

Re: Conditions of Exemption from Membership for:

BALZER, Evelyn
WAUTHY, Benoit

1. Notwithstanding the provisions of Article A.3 (Membership Requirement) of this collective agreement, the above-named teachers shall be exempted from the requirements of membership as a condition of employment provided that they comply with the following condition of exemption:

On or before October 15, 1989, each non-member who chooses to remain a non-member shall execute an undertaking for non-membership indicating that he/she:
 - (i) shall honour any duly constituted picket line established by the Abbotsford District Teachers' Association, and
 - (ii) shall honour and abide by the Code of Ethics of the British Columbia Teachers' Federation together with any amendments or exemptions thereto.
2. Failure by the non-member to provide, maintain and honour the above undertaking shall result in the removal of his/her name from the membership exemption list.
3. In the event of a strike initiated by the Abbotsford District Teachers' Association, non-members will neither be requested or permitted to perform work nor be paid for the duration of the strike.

4. Any of the above-named non-members who become a member of the Abbotsford District Teachers' Association and the British Columbia Teachers' Federation will be required to maintain membership for the duration of his/her employment within the District.
5. Any of the above-named non-members whose employment terminates with the District and who is then rehired shall be required to become a member of the Abbotsford District Teachers' Association and the British Columbia Teachers' Federation.
6. As of the signing date of this agreement and pursuant to Article A.4 Local and BCTF Dues Deduction, the above-named non-members shall be required to pay all Abbotsford District Teachers' Association and British Columbia Teachers' Federation dues, fees and levies retroactive to the effective date of this collective agreement.
7. The undertaking for non-membership is as follows and shall be individually signed by each non-member named above:

UNDERTAKING FOR NON-MEMBERS

1. I, _____, agree that as a condition for being placed on the membership exemption list (as provided in the Letter of Understanding dated October 3, 1989), that I will honour all duly constituted picket lines of the Abbotsford District Teachers' Association.
2. I further agree to honour and abide by the Code of Ethics of the British Columbia Teachers' Federation.
3. I understand that in the event that I fail to maintain this undertaking, or fail to honour this undertaking, that my name will be removed from the membership exemption list.

Signed: _____

Witnessed: _____

Date: _____

In the event there are any disputes arising over this clause or any disputes with respect to whether or not any of the teachers named above have complied with the Code of Ethics, such dispute will be referred back to this Board of Arbitration (Vince Ready) for final and binding resolution.

Original signed October 12th, 1990.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

signed: R.A. Colston,,
Director of Human Resources.

signed: V. Robinson,,
President.

signed: C. Kuntz, ,
Board Negotiator.

signed: D.R. Daly,,
Bargaining Chair.

LETTER OF UNDERSTANDING No. 2

BETWEEN:

SCHOOL DISTRICT NO. 34 (“ABBOTSFORD”)

AND:

THE ABBOTSFORD DISTRICT TEACHERS’ ASSOCIATION/UNION

Re: Workplace Wellness Committee

It is mutually agreed between the parties that a joint workplace wellness committee shall be established. This committee will include two (2) representatives of the Board and the Association.

This committee will:

1. establish the committee’s terms of reference:
2. within the terms of reference:
 - undertake an examination of issues with respect to the Association and the Board for consideration.
 - make recommendations concerning the wellness initiatives to the Association and the Board for consideration.
 - the committee shall issue joint quarterly reports to the Association and the Board.

Original signed by

Original signed by

Percy Austin
ADTA Bargaining Chair

Hugh Finlayson
Secretary-Treasurer, S.D.#34

MEMORANDUM OF AGREEMENT No. 3

BETWEEN:

**B.C. PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
(“BCPSEA”)**

AND

**SCHOOL DISTRICT NO. 34 (ABBOTSFORD)
(the “District”)**

AND

**BRITISH COLUMBIA TEACHERS FEDERATION
(“BCTF”)**

AND

**THE ABBOTSFORD DISTRICT TEACHERS' ASSOCIATION
(the “Association”)**

(Hereinafter referred to as the “Parties”)

Subject: Mid Contract Modifications/Middle School Reconfiguration

The Parties agree that the following will govern the instructional and non-instructional time, length of day, posting and filling of positions, positions of special responsibility and teacher evaluation for middle schools in School District #34 (Abbotsford).

1. Instructional and Non-Instructional Time, Hours of Work and Preparation/Collaboration Time.

- (i) The total instructional time for middle school hours will be 1545 minutes per week which includes 1312 minutes per week contact time with students and 233 minutes per week of preparation/collaboration (non-instructional) time.
- (ii) Collaboration time will not be less than 2.58% of total instructional time when averaged over the year.
- (iii) Teacher directed preparation time will not be less than 12.5% of total instructional time when averaged over the year.
- (iv) The school year will be based on present Ministry guidelines.

2. Posting and Filling of Positions

For purposes of reconfiguration to Middle Schools, the filling of positions will be on the basis of District aggregate seniority and the staffing process will be as follows:

- (i) When a middle school is being established the staffs of impacted elementary and secondary schools will be canvassed for teachers wishing to join the staff of the middle school, with positions being first awarded to the most senior volunteer.
- (ii) In the event that an impacted school is required to decrease staff because of configuration, Article E.28.5 (Enrollment Decline) will be followed.
- (iii) In the event that vacancies remain in the middle school following (i) and (ii) above, existing post and fill processes will be followed.

The Association will be provided with the names and positions affected, and will be consulted prior to finalization of placements.

3. **Positions of Special Responsibility**

Middle schools, given their composition and the nature of the team system, require team leaders.

- (i) Team leaders have responsibilities beyond the scope of the classroom.
- (ii) Each year, team leaders will be selected by the teachers in the team, in conjunction with the principal.
- (iii) Team leaders will initially be compensated \$1,500.00 per year for added responsibilities, subject to review by the Implementation Committee. [This allowance was increased to \$2,000.00 per year in July 2002, retroactive to September 2001.] [See Article B.28.2.b for the allowance schedule for 2006-2011.]

4. **Teacher Evaluation**

- (i) Teachers assigned to middle schools from other schools within the district will not be evaluated in the first year, except upon request by the teacher.
- (ii) All other first year teachers will be subject to the evaluation process.

5. **Implementation Committee**

The District and the Association agree to form an Implementation Committee (the "Committee") consisting of two (2) members appointed by the District and two (2) members appointed by the Association.

The Committee will have the general responsibility of overseeing the timely and orderly implementation of the Memorandum of Agreement.

Specifically, the Committee will have the authority by consensus to do the following:

- (i) To resolve any and all disputes arising out of the posting and filling provisions of this Agreement.
- (ii) To develop and implement adjustment/training plans to assist teachers in the transition from either an elementary or secondary school to a middle school during the first year; and

- (iii) To review and finalize on or before December 1, 2001, the roles and responsibilities of the teacher(s) with special responsibility (team leader).

Upon review, should it be determined that the roles and responsibilities of the position have evolved sufficiently to warrant additional compensation, the Committee, on behalf of the District and the Association, will determine the appropriate amount. Any additional compensation will be retroactive to the date the individual(s) commenced in that position.

This Memorandum of Agreement will be appended to and form part of the Collective Agreement in effect between the parties, and will continue to be in effect for the life of that Agreement.

Any dispute arising out of the Application and/or interpretation of the Memorandum of Agreement is grievable under the terms of Article A.6 (“Grievance Procedure”) of the Collective Agreement.

Dated this 20th day of April, 2000

PROVINCIAL LETTERS OF UNDERSTANDING/INTENT

LETTER OF INTENT No. 1

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Formalization of Middle School Provisions

Does not apply in School District No. 34 (Abbotsford).

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*

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 - 1.99 *Bridging, Strikes, Term of Agreement, Renewal of Agreement*
 - 3.29 *Retroactivity*
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 - 3.18 *Legislative Change*
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 - 3.28 *Recognition of Union*
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 - 3.49 *Membership Requirements*
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 - 3.48 *Dues Deduction - BCTF and Association, College Fees*
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 - 1.61 *President's/Officer Release, Other Officers*
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 - 1.65 *Leave - Union Business, BCTF, CTF, COT; Long Term*
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- 1.57 *Contract Negotiations Leave*
- 13. Staff Representatives
 - 3.51 *Representatives, School Staff*
 - 3.52 *Chief Delegates, Union Staff Representatives, Representation,*
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 - 3.22 *Committee-School Staff, District Committees*
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 - 4.40 *Access to Information*
- 17. Staff Orientation
 - 1.72 *Orientation, Teacher, Employee*
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 - 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*
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 - 3.13 *Grievance - Troubleshooter*

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- 1. Placement on Scale
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 - 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
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- 4. Experience Recognition
 - a. 1.40 *Recognition of Experience - Salary Purposes*

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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
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10. Summer School and Night School Payment
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11. Associated Professionals
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2.6 Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.
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- 21. Part Month Payments and Deductions
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- 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
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- 24. Board Payment of College Fees
 - 1.5 *College Fees, Employer Payment*
- 25. General Benefits
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 - 3.36 *Benefits - Management Committee*
- 26. Benefits - Coverage
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- 27. Death Benefits
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 - 1.13 *Benefits - Payment for During Leave*
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- 30. Retirement Bonuses
 - 1.15 *Pension, Retirement, Superannuation*
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 - 1.22 *Bonus for Long Service*
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 - 2.8 *Wellness Programs*
- 31. Employee and Family Assistance Program
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- 32. Personal Property Insurance
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- 33. Group RRSP
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- 3. Dismissal Based on Performance
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- 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*
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- 5. Teacher on Call Hiring Practices
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- 6. Seniority-Layoff-Recall-Severance Pay
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- 3. Regular Work Year for Teachers
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- 3.46 *Reports (Teacher) on Students*
- 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*
- 1.73 *Conference Days - Parent Teacher*
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 - 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*

- 5. Supervision Duties
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- 12. Space and Facilities
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- 14. Correspondence Courses
 - 1.33 *Correspondence School*

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- 16. Hearing and Medical Checks
 - 1.105 *Medical Examinations, Tests, Screening for TB; Medical Tests - Hearing*

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 - 1.107 *School Services to Teachers, Like Translation*

- 18. Inner City Schools
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 - 1.36 *Definition of Teachers, Itinerant Teachers*
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 - 1.74 *Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
 - 3.23 *Posting Procedures - Filling*
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 - 1.30 *Creation of New Positions*
 - 3.25 *General Provisions for Transfer*
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 - 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*
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 - 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).**

Does not apply in School District No. 34 (Abbotsford).

LETTER OF UNDERSTANDING No. 3.b

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

Does not apply in School District No. 34 (Abbotsford).

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

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: One Time Payment to Teacher Inflation Adjustment Account

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

July 15, 2006 \$20,000,000
2. The contribution represents an extraordinary (non-recourse) payment, in addition to those which would normally be made to the Teacher Pension Plan/Inflation Adjustment Account, and in no way replaces or amends the obligations of any person to make contributions to the Teacher Pension Plan/Inflation Adjustment Account.
3. The parties will work together with the Teachers' Pension Plan Board of Trustees to facilitate the payment provided for under this LOU.
4. The parties agree that this extraordinary payment has no recourse or connection, nor does it amend the joint trustee relationship, as the payment is a non-recourse payment to the Inflation Adjustment Account only.

Original signed by:

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

Original signed by:

Jinny Sims
BCTF President

Jacque 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

Jacque 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

Jacque 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

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 12

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

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

Remote Recruitment & Retention Allowance:

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 13

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Fiscal Dividend

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

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

The Fund will be determined as follows:

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

Original signed by:

Jinny Sims
BCTF President

Jacque 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

Jacque 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

APPENDIX A SCHOOL CALENDAR

Designation	2006/07	2007/08	2008/09	2009/10	2010/11
Days in Session	194	194	194	191	192
Min # of days of instruction	187	187	187	184	185
Max # of non-instructional days	6	6	6	6	6
Schools open	September 5	September 4	September 2	September 8	September 7
Thanksgiving day	October 9	October 8	October 13	October 12	October 11
Remembrance Day	November 13	November 12	November 11	November 11	November 11
Schools Close for Winter Vacation	Friday December 22	Friday December 21	Friday December 19	Friday December 18	Friday December 17
Winter Vacation	December 25 – January 5	December 24 – January 4	December 22 – January 2	December 21 – January 1	December 20 – January 3
Schools Reopen after Winter Vacation	Monday January 8	Monday January 7	Monday January 5	Monday January 4	Tuesday January 4
Schools close for Spring Vacation	Friday March 16	Friday March 14	Friday March 13	Friday March 5	Friday March 18
Spring Vacation	March 19-23	March 17-21	March 16-20	March 8-12	March 21-25
Schools Reopen after Spring Vacation	Monday March 26	Wednesday March 26	Monday March 23	Monday March 15	Monday March 28
Good Friday	April 6	March 21	April 10	April 2	April 22
Easter Monday	April 9	March 24	April 13	April 5	April 25
Victoria Day	May 21	May 19	May 18	May 24	May 23
Administrative Day	Friday June 29	Friday June 27	Friday June 26	Wednesday June 30	Thursday June 30
Schools Close	Friday June 29	Friday June 27	Friday June 26	Wednesday June 30	Thursday June 30

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