

WORKING DOCUMENT -- SCHOOL DISTRICT NO. 39

**PROVINCIAL AND LOCAL MATTERS COLLECTIVE AGREEMENT**

- BETWEEN -

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION/  
BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 39 (VANCOUVER)/  
(The "Employer")

AND

BRITISH COLUMBIA TEACHERS' FEDERATION /  
VANCOUVER TEACHERS' FEDERATION  
(The "Local")

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

Please note:

This document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between BCTF and BCPSEA under the *Public Education Labour Relations Act*, as those terms and conditions are applicable to this School District **including language from the previous local agreement**. In the event of dispute, the original source documents would be applicable.

**VANCOUVER TEACHERS' FEDERATION**

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

### **PREAMBLE**

It is expressly understood and agreed between the Board and the Union that the terms of this Agreement are subject to the provisions of the *School Act*, regulations of the Lieutenant Governor in Council, rules and orders of the Minister of Education, and amendments to the Act, regulations, rules and orders, including, but without limiting the generality of the foregoing, any amendment or regulation or rule or order or succeeding statute that may be enacted during the term of this Agreement.

### **PURPOSE**

The purpose of the Agreement is to establish and maintain terms and conditions of employment agreed to between the Board and the VTF as contained herein, to encourage cooperation in providing quality education to pupils, to facilitate efficient operation of the school system, to promote harmonious relations between the parties and to provide expeditious procedures for the resolution of disputes which may arise as to the administration or interpretation of this Agreement.

## **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

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

of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.

- b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
  - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
- 5.
- a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
  - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.
  - c.
    - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
    - ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

## **ARTICLE A.2: RECOGNITION OF THE UNION**

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



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

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

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

### **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.

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

5. The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

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

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee, and the local shall appoint the representatives.
3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.2 and A.5.3 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.5.2 and A.5.3 above, and the committee meets during normal instructional hours, the teacher on call shall be paid pursuant to the provisions in each district respecting Teacher on call Pay and Benefits. A teacher on call attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the teacher on call shall receive a full day's pay.

### **Local Provision**

#### 5. COMMITTEES AND STAFF MEETINGS

##### a. Committee Representation

- i. The VTF shall be entitled to two (2) representatives on Committees I, II, III, IV, and V. It is understood this refers to public sessions only and that voting and the establishment of the agenda are reserved to trustees on the committees. The VTF representatives will have the right to request that items be placed on the agenda and to comment and/or provide the Union's opinion on the matters under consideration. All public session material will be delivered to the VTF when it is issued.
- ii. The VTF shall be entitled to two (2) representatives on Representational Committees as determined by the Board, with the exception of "umbrella" committees, on which the Union shall be entitled to four (4) representatives. Employee representatives on the above committees shall be appointed solely by the VTF Any official minutes kept of such meetings shall be distributed to the VTF representatives.

## Section A The Collective Bargaining Relationship

### b. Teachers' Personnel And Staffing Advisory Committee

There shall be established, at the District level, a Committee which shall deal with personnel and staffing items of concern to either the Board or the Vancouver Teachers' Federation.

#### i. Composition

- (a) The Associate Superintendent - Human Resources and three (3) others named by the Board.
- (b) Four (4) representatives of the Vancouver Teachers' Federation.

#### ii. Function

The Committee shall deal with personnel and staffing items of concern to either the Board or the VTF. It shall have authority, by majority agreement, to bring recommendations to the Board through Committee IV.

#### iii. Meetings

- (a) Meetings shall be held on a mutually agreed day, once a month during the school year (except by mutual agreement).
- (b) The meetings shall be chaired for five (5) months by a VTF representative and for five (5) months by a VBE representative. The person who is not chairing shall serve as recorder.
- (c) The agenda shall be established by the chairperson in consultation with a representative of the Board/VTF, and shall be distributed in advance of the meeting date.
- (d) The minutes shall be recorded and distributed to the Committee members.

### c. Staff Committee

There shall be established in each school, at the beginning of each school year, a Staff Committee. Such Committee shall operate without derogating from the duties and authority vested in the Principal/Vice-Principal pursuant to the *School Act* and *School Act Regulations*, *Labour Relations Code* and/or, subject to the provisions of the Collective Agreement, the policies of the Board.

#### i. Composition

- (a) Principal, and/or Vice-Principal
- (b) A maximum of twenty (20) employees selected by the staff, or, at the discretion of the staff, the entire staff.
- (c) The VTF Representative on staff.

## Section A The Collective Bargaining Relationship

- (d) Members of the committee shall reflect the diversity of the staff.
- (e) The Chairperson, who shall be an employee, shall be selected on an annual basis by the employees on the Committee.
- (f) The Secretary, who shall be an employee, shall be selected on an annual basis by the Committee to record the business of the Committee.

### ii. Function

The Committee shall have the right to provide advice to the Principal/Vice-Principal(s), and to consider the following matters in relation to the operation of the school:

- (a) Employees' assignments, including the following considerations:
  - (i) Adequate physical requirements.
  - (ii) Suitable instructional assignment.
  - (iii) An adequate supply of learning materials.
  - (iv) Time to plan, to organize and to work with individual students, with colleagues, and with parents.
  - (v) Student evaluation (reporting on student progress).
- (b) To assess the teaching and learning conditions within the school and to make recommendations to the Principal for improvement in the total teaching/learning situation.
- (c) To study and make recommendations on school regulations and routines to the Principal.
- (d) To conduct studies on school philosophy.
- (e) To participate in the planning and scheduling of professional and staff development activities.
- (f) To contribute to school curricula planning and evaluation.
- (g) To be involved with the timetabling and organization of the school.
- (h) To consult and be involved in school staffing and to conduct studies of the utilization of staff, including auxiliary staff, and to make recommendations to the Principal.
- (i) To explore any other matters of concern to the members of the school staff.
- (j) In order to assist with the above, to establish any or all of the following committees:

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

- (i) Interviewing Committee.
- (ii) Professional Development Committee.
- (iii) Timetable and Staffing Committee.
- (iv) Finance Committee.

It is understood that the school administrator(s) is an ex-officio member(s) and may attend any meeting of such committees. It is also agreed that other committees may be established with the agreement of the Principal.

### iii. Meetings

- (a) Except by mutual agreement, meetings shall be held once a month throughout the school year.
- (b) An agenda shall be established jointly by the Staff Committee Chairperson and the Principal/Vice-Principal and published at least one (1) day prior to the meeting by the Staff Committee Chairperson.
- (c) Minutes shall be recorded by a member of the Staff Committee and made available to all employees within three (3) days of the meeting.
- (d) If the school administrator(s) does not follow the advice of the Staff Committee, reasons, which shall be recorded in the minutes, shall be provided verbally to the Committee.

### d. Accreditation

The accreditation process shall occur only in those elementary schools where a two-thirds (2/3) majority of the school staff wishes to undertake the accreditation or in which accreditation is specifically mandated by the Ministry of Education.

## **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**

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

- 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**

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

- 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)**

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

- 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.



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

- 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.

## **Local Provision**

### **10. Expedited Arbitration**

- a. Referral to Expedited Arbitration – Provincial Matters
  - i. Individual grievances under Article E.21. (Posting and Filling Vacancies), Article E.25. (Board-Initiated Transfers), Article E.26. (Transfer Because of Surplus Staffing), may be referred to expedited arbitration by the party initiating the grievance pursuant to A.6.7 above.
  - ii. By mutual agreement, any other grievance may be referred to expedited arbitration.
- b. Referral to Expedited Arbitration – Local Matters
  - i. By mutual agreement, a grievance on any matter may be referred to expedited arbitration pursuant to A.6.6.
- c. The party initiating the grievance will write to the other party and explain the basis of the grievance, including the Agreement article allegedly violated.
- d. Prior to referral to arbitration, the parties shall meet and attempt to resolve the matter in dispute. This meeting will occur within seven (7) days from the

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

initiation of the grievance. If the meeting does not occur within the stated time line, the grieving party shall have the option of proceeding directly to arbitration.

- e. The parties will attempt to agree on a Statement of Facts prior to the arbitration hearing.
- f. Legal representation shall not be used at hearings under the expedited arbitration process.
- g. A single arbitrator shall be selected from the following list:

Bruce Greyell  
Judi Korbin  
Colin Taylor, Q.C.

Unless the parties agree otherwise, the arbitrator shall be selected by rotation. Nothing shall prevent the parties from mutually agreeing to an arbitrator who is not included on the list.

- h. The arbitrator shall hear the grievance within fourteen (14) days of the grievance being referred to expedited arbitration, and shall render a decision within a further seven (7) days. If these time lines cannot be met by the selected arbitrator, the next arbitrator from the list who can meet the time lines shall be selected.
- i. The decision of the arbitrator shall be final and binding. No written reasons shall be provided beyond those which the arbitrator deems appropriate to convey the decision. Expedited arbitration decisions shall be of no precedential value and shall not hereafter be referred to by the parties in respect of any other matter.
- j. All mutual costs of the arbitration shall be shared equally between the parties. Each party will bear its own costs.

## **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.

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

4. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

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

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

### **ARTICLE A.20: MANAGEMENT RIGHTS**

The right to manage and operate the school system, and to organize and maintain the efficiency of employees, is the function and responsibility solely of the Board, subject to the terms and conditions of this Agreement. All rights and responsibilities concerning the operation of the Board's business not specifically restricted herein shall be reserved to the Board and be its sole responsibility.

### **ARTICLE A.21: CONTRACTING OUT**

1. All duties of the type and kind normally and regularly performed by members of the bargaining unit shall continue to be performed by members of the bargaining unit and shall not be contracted out by the Board.
2. The provisions of Clause 1. above do not preclude the following:
  - a. The performance of duties by Principals/Vice-Principals.

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

- b. Visiting speakers presenting professional development workshops.
  - c. Individuals or groups interacting with students under the direction of an employee, including child abuse prevention programs, mentors for students and family support workers.
  - d. Performers or guest speakers to supplement curricular programs.
3. Except as mutually agreed upon between the Board and the Union, the Board shall not hire employees without a certificate of qualification issued by the B.C. College of Teachers or eligibility for membership in the Canadian Association of Speech Language Pathologists and Audiologists.

### **ARTICLE A.22: PICKET LINE**

1. All employees covered under this Agreement have the right to refuse to cross or work behind a trade union picket line unless the same is declared illegal by the Labour Relations Board. Any employee failing to report for duty for this reason shall be deducted full salary for each day so involved.
2. Refusal to cross a union picket line encountered in carrying out Board business shall not be considered a violation of the Agreement nor shall it be grounds for disciplinary action by the Board.
3. Employees shall not be required to do work or carry out duties normally performed by persons engaged in a strike, or locked out, nor shall employees be required to request, require, or direct pupils to carry out such duties.
4. Employees shall not be required to work with persons who volunteer or are hired to perform the duties which would normally be performed by those who are on strike or locked out. Those who choose to absent themselves will be deducted full salary for each day so involved.
5. In cases where the labour dispute in question involves a place of work for the employee which is other than School Board property, the Superintendent may reassign such employee for each day the picket line remains.

### **ARTICLE A.23: EXCLUSIONS FROM THE BARGAINING UNIT**

1. The Board shall, fourteen (14) calendar days prior to posting, notify the VTF of any new position which the Board is proposing be excluded from the VTF bargaining unit. Such notification shall include a written job description or class specification, if available.
2. The VTF will have fourteen (14) calendar days to notify the Board if it wishes to challenge the exclusion of the position. Should it do so, the VTF will have an opportunity within five (5) working days to present its case to appropriate officials of the Board. Should the arguments of the VTF not be accepted, the position will then be posted.

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

3. The VTF shall have the right to use the appropriate legal channel to challenge the exclusion of the position from the bargaining unit.
4. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.

### **ARTICLE A.24: ON-SITE RIGHTS**

1. The VTF shall be entitled to use existing bulletin board space to provide information to VTF members. Notices may be placed on and removed from the space allocated to the VTF only by VTF members.
2. The VTF members at individual schools shall be entitled to use school facilities for school-based purposes at no additional cost to the Board. Proper notice shall be provided to the Principal. School or rental activities shall not be disrupted or interfered with by such activity.
3. The VTF shall be entitled to use school facilities for general meetings or other District-wide purposes. Such space shall be booked through the VBE rental office. The provision of such space shall be at no additional cost to the Board, and is subject to availability.

### **ARTICLE A.25: ACCESS TO INFORMATION**

Upon receipt of a written request from the VTF, the Board agrees to make available financial and employee information under the following guidelines:

1. Within five (5) working days, two (2) copies of all prepared information of a public nature. This includes annual financial reports, audits, budgets, preliminary and final fiscal frameworks, and statements of final determination.
2. Within five (5) working days of a request, two (2) copies of all accessible information on:
  - a. Employee information including a list of current employees, showing their names, addresses, phone numbers, social insurance numbers, grid placement, seniority, and school/District assignment.
  - b. A list of employees who have retired or who have died, at the time of same.
  - c. The names, addresses, phone numbers, and social insurance numbers of employees on call.
3. Public meeting agendas and attachments, when they are issued.
4. Minutes of public Board and representational committee meetings, when issued.
5. Appointment letters will be copied to the appropriate VTF Co-President.
6. A report of the September 30 class size data shall be provided to the VTF no later than October 30 of that school year.

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

7. A seniority list shall be provided to each school/worksite by November 30 of each year.
8. A list of employees on authorized leaves of absence, by October 31 and January 31 each year.
9. Special Needs Information
  - a. Within the first four (4) teaching days of school in September and at the beginning of a semester, or within five (5) school days of a student being identified by Central Screening, information regarding Special Needs students will be made available to all employees as follows:
    - i. the number of Special Needs students enrolled in each of the classes taught by the teacher;
    - ii. the names of all Special Needs students referred to in (i) above along with the names of any other Special Needs students with which that teacher will be involved;
    - iii. the category into which each of these students has been placed.

Information regarding changes in designation or placement of Special Needs students will be provided to the employees referred to above as soon as the Principal/Vice-Principal becomes aware of such changes.
  - b. The Board will provide each school administrator with a list of all students which Central Screening has identified as students with special needs who are or will be attending that school. By the sixth teaching day in October, the VTF office and the Staff Representative in each school shall be supplied with the data indicating for each block or class: the teacher's name, course and section number (secondary), the number of Special Needs students and their designations, and the total enrolment.
10. Any other information which the Board, at its discretion, agrees to provide.

## **ARTICLE A.26: RELEASE TIME FOR STAFF REPRESENTATIVE**

### **1. Right to Representation**

- a. At the request of an employee (including an employee on call) or a Principal/Vice-Principal, a Staff Representative or designate at each worksite shall attend a meeting between an employee and a Principal/Vice-Principal if there is sufficient reason to believe discipline and/or a grievance may result. Should the meeting be scheduled during the hours of instruction the Staff Representative or designate shall be relieved of instructional duties with no loss of pay in order to be present.
- b. A Staff Representative or designate at each worksite shall, at the request of the Union, be relieved of instructional duties in order to investigate and/or participate in a grievance.

## Section A The Collective Bargaining Relationship

### **ARTICLE A.27: EMPLOYEE DEFINITIONS**

1. Any terms referred to in this Agreement and defined in the *School Act* shall have the meaning as set forth in the said Act, unless specifically designated otherwise.
2. Employee - shall mean a teacher as defined in the *School Act* or a Speech/Language Pathologist. For the purpose of this Agreement this shall include school and District-based employee positions including the following:
  - a. Area Counsellor - a teacher appointed by the Board to be attached to an elementary school and to function in a community of elementary schools as a consultant to Principals, counsellors and teachers regarding learning and behavioral problems; to counsel students and parents; to maintain contact with the community secondary school and to carry out other related duties.
  - b. Department Head (Teacher Leader) - a teacher appointed by the Board to provide educational leadership in a particular subject or area within a school.
    - i. Small Department - A small department will be defined as 250 to 800 pupils and/or three (3) F.T.E. teacher loads.
    - ii. Large Department - A large department will be defined as a department with over 800 pupils.
    - iii. Teacher-Librarians - Teacher-Librarians will be designated heads of small departments if there are eight (8) departments and/or forty (40) F.T.E. teachers in the school.
  - c. Part-Time Teacher - a teacher appointed by the Board to teach less than a full teaching load, and receiving the same benefits as a full-time continuing teacher if on a continuing appointment. Allowances will be pro-rated for all assignments other than Department Head.
  - d. School Psychologist - a School Psychologist is trained to the Master's level or beyond in psychology, is qualified to provide in-depth individual psychological/educational assessments, is a certificated teacher, and is registered with the British Columbia Psychological Association.
  - e. Senior Teacher - a teacher appointed by the Board for a one (1) year period to act for the Principal of a school or the Vice-Principal of a primary annex when the Principal or Vice-Principal is absent from the school. Such an appointment shall be made in each annex. Such an appointment shall be made in a main school only where there is not a Vice-Principal. A Senior Teacher shall have no administrative responsibilities assigned to him/her when a Principal/Vice-Principal is in the school.
  - f. Special Education Teacher - a teacher appointed by the Board to provide special education programs for atypical children.

## Section A The Collective Bargaining Relationship

- g. Speech/Language Pathologist - an employee appointed by the Board to participate in the District program concerned with the prevention, identification, diagnosis and problem management activities related to the areas of speech, language and hearing. Such a program focuses on consultative, diagnostic and remedial services on a referral basis.
  - h. Teacher Consultant - a teacher, on a term assignment, who shall by observation, presentation, consultation, and visitation, upon the request of the teacher, the Principal or the Superintendent or designate, assist teachers in improving classroom instruction.
  - i. Mentor - A teacher on a term assignment who maintains his/her school-based position for demonstration purposes and assists other teachers in the implementation of curricular programs.
  - j. Teacher-Librarian - a Teacher-Librarian selects, manages and promotes the effective use of library resources.
  - k. Teacher - Part 1 of the Act.
    - i. Continuing Teacher - A teacher on continuing contract.
    - ii. Temporary Teacher - A teacher appointed on a temporary contract for a specified period in accordance with Article C.20.
3. Employee on call - an employee hired on a day-to-day basis as required.

Employees on call shall be entitled to the provisions of this Agreement in which they are expressly included and the following:

A.2.	(Union Recognition)
A.3.	(Membership)
A.4., B.5., B.21.	(Deductions)
A.6.	(Grievance Procedure)
A.20.	(Management Rights)
A.22.	(Picket Line)
B.7.	(Vandalism, Loss or Damage Compensation)
B.24.	(Part-time Secondary Teachers)
B.25.	(Salary Categories)
B.26.	(Recognition of Teaching Experience)
B.27.	(Speech/Language Pathologist Recognition)
C.22.6	(Discipline and Dismissal for Reasons Other Than Less Than Satisfactory Performance)
D.4.4.h.vi, D.4.4.g.ii	(Elementary and Secondary Instructional and Preparation Time)
D.20	(Teacher Workload)
E.2.	(Harassment/Sexual Harassment)
E.20.	(Discrimination)
E.30.	(Extra-Curricular Activities)



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

4. Employees on call in on-scale assignments may be granted breaks in service for emergencies or personal matters by the Associate Superintendent - Human Resources or designate, such breaks not to interfere with their rate of pay or other entitlements.
5. Summer School Employee - an employee hired to teach academic summer school programs, including employees hired to teach E.S.L., elementary school courses, and Convenors.

Summer School employees shall be entitled to the provisions of this Agreement in which they are expressly included and the following:

A.1.	(Term of Agreement/Renegotiation)
A.2.	(Union Recognition)
A.3.	(Membership)
A.4.	(Deductions)
A.6.	(Grievance Procedure)
A.20.	(Management Rights)
A.21.	(Contracting Out)
A.22.	(Picket Line)
A.23.	(Exclusion from Bargaining Unit)
A.24.	(On-Site Rights)
B.7.	(Vandalism, Loss or Damage Compensation)
C.22.6.h., C.22.6.i.	(Discipline and Dismissal for Reasons Other Than Less Than Satisfactory Performance)
D.20.9.	(Supervision)
D.20.12.	(Role of Teacher Assistants)
E.2.	(Harassment/Sexual Harassment)
E.20.	(Discrimination)
E.31.10.	(Personnel Files)
E.32.	(Assistance for Employee Suspended or Terminated)
E.33.	(Appeals of Employee Decisions)
E.34.	(Administration of Medication)
F.20.	(Professional Autonomy)

6. Other employees shall be named in the Letter of Understanding entitled "Other Teaching Positions". It is understood this does not prohibit the Board from deleting from or adding to the list during the life of the Agreement.

## **ARTICLE A.28: PRINTING OF THE AGREEMENT**

1. Printing of the Agreement shall take place as soon as practicable after ratification of each new Collective Agreement.
2. The Board and the Union shall assume joint responsibility for the preparation for printing of the ratified Agreement.

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

3. The Board shall provide to the Union three hundred (300) copies of the Agreement in 8 1/2" x 11" format.
4. The Board shall provide pocket-sized format copies of the Agreement to be distributed as follows:
  - a. One (1) copy for each employee.
  - b. Five hundred (500) additional copies for the Union.

### **ARTICLE A.29: GENERAL DEFINITIONS**

1. Act - shall mean *School Act*, S.B.C. 1989, Chapter 61, 1990, Chapters 2, 38, 1991 Chapters 13, 14 and amendments thereto.
2. Rules and Orders - shall mean Rules and Orders of the Minister of Education.
3. Regulations - shall mean a regulation, or order, made by the Lieutenant Governor in Council under the Act.
4. Pay Rate of an employee on call - This is at the rate as defined in Article B.2.

### **ARTICLE A.30: STAFF MEETINGS**

1. Staff meetings are called by the school Principal/Vice-Principal. Staff meetings are distinct from Staff Committee meetings which are provided for in the Collective Agreement, Article A.5.5.c.
2. Employees shall attend duly called staff meetings as per the *School Act* and Regulations. Part-time employees shall not be required to attend staff meetings which are not contiguous with their instructional assignment. It is the responsibility of every employee to apprise him/herself of the Staff Meeting agenda and minutes.
3. Notice of staff meetings, including the agenda, and Staff Meeting minutes shall be provided under the Principal/Vice-Principal's direction with consideration of advice from the Staff Committee, except in cases of time sensitive information or situations.
4. Staff Meetings shall be limited to a reasonable number a year and will not be in conflict with Professional Development activities, with the exception, in either case, of time sensitive information or situations.

## Section B Salary and Economic Benefits

### **SECTION B SALARY AND ECONOMIC BENEFITS**

[See Appendix C for Salary Scales and Appendix D for Daily rates]

#### **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.

## Section B Salary and Economic Benefits

### **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. **[See B.2.7 below for work beyond 4 days in the same assignments in SD 39.]**
6. Rate of Pay:
  - a. Employees who are employed as teachers on call shall be paid the rate specified below for each full day worked for the first three (3) days. Any provision in the Previous Collective Agreement which provides a superior daily rate shall remain part of the Collective Agreement.

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

## Section B Salary and Economic Benefits

### Local Provisions

#### 7. Employees on call

- a. Pay in lieu of Benefits:
  - i. On the fifth (5th) and every subsequent consecutive working day on any one (1) assignment, employees who are employed as employees on call shall be compensated in lieu of benefits by adding a premium of ten per cent (10%) of 1/189<sup>th</sup> of that employee's salary scale placement.
- b. The above rates shall be increased on each and every occasion that the Category 6 Master's Maximum is increased and by the same percentage.
- c. Employees on call will receive payment September 30 for all days worked up to and including the ninth (9th) working day of that school year. In the remaining months of the school year employees on call will receive payment on the fifteenth (15th) day of each month for all days worked between the fifteenth (15th) and last school day of the previous month and on the last school day of each month for all days worked since the preceding payment, up to and including the fifteenth (15th) calendar day of that month. Payment for days worked after June 15 shall be made by July 15.
- d. The minimum assignment for an employee on call shall be one-half (1/2) day.
- e. An employee on call called in to an assignment for the entire school day in a school on a modified schedule shall be paid for a full day.
- f. When a statutory holiday falls in the first four (4) days of an assignment for an employee on call who subsequently reaches the on-scale rate for that assignment, the statutory holiday will be paid retroactively. Days worked before a statutory holiday in order to prepare for an assignment which will commence after that holiday shall not count for the purposes of this Clause.
- g. Employees on call for part-time employees shall be paid on a pro-rated basis on the above rates for the percentage of hours during a working day.
- h. A working day for the purpose of this section shall mean a day, or part of a day for those substituting for part-time employees, of attendance for instruction in the classroom.
- i. Non-instructional days shall be counted and paid for only from the fifth (5th) and subsequent consecutive working days on any one (1) assignment; notwithstanding the generality of the foregoing, an employee on call may request or be requested to attend a non-instructional day prior to the fifth (5th) working day in which case the day shall be paid for and counted as a working day when such permission has been granted. Service shall not be considered broken by a non-instructional day.
- j. An employee on call shall be paid a full day's wage if called by the substitutes' office for a full day.

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

- k. In the event that an employee on call's assignment is interrupted by the return of an employee who subsequently is absent for the same reason within two (2) working days, the employee on call shall be reassigned and the assignment shall proceed as if it had not been broken for purposes of salary or bonuses which depend on the length of assignment.
- l.
  - i. For an employee on call, each one hundred and eighty (180) aggregate days of employment with the Board over a period of three (3) years, or each one hundred and sixty (160) days of continuous employment in the same Board assignment, shall credit the employee with one (1) year of experience for purposes of placement on the salary scale.
  - ii. Further, effective 1990 September 01 and not retroactive, employees who attain one hundred and eighty (180) aggregate days during the three (3) year period will not have their movement to the next step prepaid in accordance with Article B.28.1. When such employees move to a contracted position, they may at that time receive a prepaid step in accordance with Article B.28.1. if, during the contract, they would attain a higher step in accordance with Article B.2.1.

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

Article B.3 does not apply in this district

### **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;

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

- 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.

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

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 (*In dispute*)

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.



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

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

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

1. Where the previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
2. A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
3. An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of her/his intention to participate in the Plan by September 30<sup>th</sup>. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to clause 5 of this Article.
4. An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
5. Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
6. Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
7. An employee's accumulation in the Plan including her/his interest accumulation to March 31<sup>st</sup> shall be paid in equal installments on July 15 and August 15.
8. Notwithstanding clause 7 of this article, interest earned by the Plan for the period September 1, 2006 to August 15, 2008 shall be retained by the employer. Thereafter, interest earned by the Plan in the months of April through August shall be retained by the employer.
9. The employer shall inform employees of the Plan at the time of hire.

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

10. Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

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

1. Where the Previous Collective Agreement does not provide for twice-monthly payments of annual salary, the following shall become and remain part of the Collective Agreement.
2. Except where an employee elects to receive payments over twelve months pursuant to article B.8, an employee shall be paid her/his annual salary in twenty (20) twice-monthly payments from September to June. A mid month payment of not less than 40% of monthly salary shall be paid to each employee.
3. Where there is an alternate payment procedure for the month of December, such alternate payment procedure may continue, subject to the agreement of the employer and the local.

#### **Local Provisions**

4. Every employee except employees on call shall be paid the appropriate established salary in twenty (20) equal semi-monthly installments, from September to June. The mid-month installment shall be paid on the fifteenth (15th) of the month unless the fifteenth (15th) falls on a Saturday, Sunday or statutory holiday, in which case the mid-month installment shall be paid on the immediately preceding work day. The month end installment shall be paid on the last teaching day in the month.

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

Article B.10.1-5 not applicable in SD 39

#### **Local Provision**

6. Motor Vehicle Allowance
  - a. Employees who qualify under the terms of the Board motor vehicle policy and allowance and are required to use their personal vehicles in the course of their duties will be paid under the terms of the policy.
  - b. The allowance schedule(s) will be provided to the worksite Principal/Supervisor on an annual basis and will be available to employees upon request.

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

### **ARTICLE B.11: BENEFITS**

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

[See Local Article B.29 Benefits for other benefit provisions]

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

1. Eligibility for Category 5+
  - a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;
    - i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.
    - ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.
    - iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.
  - b. Post undergraduate diplomas agreed to by the TQS; or
  - c. Other courses or training recognized by the TQS.
2. Criteria for Category 5+
  - a. The eligibility requirements pursuant to B.12.1 must not have been used to obtain Category 5.
3.
  - 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.

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

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: CALCULATIONS AND ADJUSTMENTS**

1. A Schedule of Daily Rates, and the formula for calculating each, is set out in Appendix D.
2. Whenever a deduction or adjustment is calculated on a daily basis it shall be on the basis of the appropriate daily rate of the employee's existing annual salary at the time of the absence.

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

3. Whenever salary is calculated or adjusted on a daily basis it shall be on the basis of the appropriate daily rate of the employee's existing annual salary.
4. For employees commencing after the first day in the school year their first month's salary shall be calculated for days taught in the month in accordance with the appropriate daily rate. Each subsequent month shall be, "on scale", as provided by Article B.1, Article B.9, and Appendix C.
5. For employees leaving before the last teaching day in a month, adjustment for days absent in the month shall be made on the basis of the appropriate daily rate.
6. Adjustment of salary for periods of sickness not covered by sick leave as provided in Article G.1. and G.20. shall be on the basis of the appropriate daily rate.
7. Where a change in the number of prescribed school days occurs no retroactive salary adjustment shall be made.

### **ARTICLE B.21: DEDUCTIONS**

The Board shall deduct in regular installments from employees' salary cheques and shall transfer to the appropriate authority:

1. Medical Services Plan premiums if authorized by stop-order form completed by the employee.
2. Group Life Insurance premiums, if authorized by stop-order form completed by the employee.
3. Contributions to a mutually agreed and designated institution, including contributions to the D.S.L.P. (Deferred Salary Leave Plan) if authorized by stop-order form completed by the employee.
4. Contributions to a retirement savings plan, if authorized by stop-order form completed by the employee.
5. All employees who are members of the BC College of Teachers shall complete a dues deduction authorization form in order that dues may be deducted and submitted by the Board on their behalf.

### **ARTICLE B.22: ALLOWANCES**

**Section B Salary and Economic Benefits**

1. (a) In addition to basic salary determined by this Article, all employees appointed to positions of special responsibility will receive an annual allowance as hereafter set forth:

<b>Positions</b>	<b>July 1, 2005</b>	<b>July 1, 2006</b>	<b>July 1, 2007</b>	<b>July 1, 2008</b>	<b>July 1, 2009</b>	<b>July 1, 2010</b>
Teacher Consultants	\$3,060.00	\$3,136.40	\$3,214.80	\$3,295.17	\$3,377.56	\$3,445.10
Area Counsellors	\$2,040.00	\$2,091.00	\$2,143.20	\$2,196.78	\$2,251.70	\$2,296.73
Psychologists	\$ 918.00	\$ 941.00	\$ 964.60	\$ 988.72	\$1,013.44	\$1,033.71
Speech/Lang. Pathologists	\$ 918.00	\$ 941.00	\$ 964.60	\$ 988.72	\$1,013.44	\$1,033.71
Subject Dept. Head – Small Department	\$1,836.00	\$1,882.00	\$1,929.00	\$1,977.23	\$2,026.66	\$2,067.19
Subject Dept. Head – Large Department	\$3,060.00	\$3,136.60	\$3,215.00	\$3,295.38	\$3,377.76	\$3,445.32
Case Manager	\$4,080.00	\$4,182.00	\$4,286.60	\$4,393.77	\$4,503.61	\$4,593.68
Subject Rep.	\$ 306.00	\$ 313.60	\$ 321.40	\$ 329.44	\$ 337.68	\$ 344.43
Teaching and Evaluation Centre Team Leader	\$1,836.00	\$1,882.00	\$1,929.00	\$1,977.23	\$2,026.66	\$2,067.19
G.F. Strong Rehab. Centre Team Leader	\$1,836.00	\$1,882.00	\$1,929.00	\$1,977.23	\$2,026.66	\$2,067.19
Sunny Hill Hospital Team Leader	\$1,836.00	\$1,882.00	\$1,929.00	\$1,977.23	\$2,026.66	\$2,067.19
Children’s Hospital Team Leader	\$1,836.00	\$1,882.00	\$1,929.00	\$1,977.23	\$2,026.66	\$2,067.19
Computers in Special Education Project Manager	\$1,836.00	\$1,882.00	\$1,929.00	\$1,977.23	\$2,026.66	\$2,067.19

- (b) Department Heads in the following programs will receive an allowance as hereafter set forth. A minimum of three (3) F.T.E. teachers is required in the program for this enhanced payment.

**Section B Salary and Economic Benefits**

<b>Program</b>	<b>July 1, 2005</b>	<b>July 1, 2006</b>	<b>July 1, 2007</b>	<b>July 1, 2008</b>	<b>July 1, 2009</b>	<b>July 1, 2010</b>
Prince of Wales Mini-School	\$4,080.00	\$4,182.00	\$4,286.60	\$4,393.77	\$4,503.61	\$4,593.68
Spectrum	\$4,080.00	\$4,182.00	\$4,286.60	\$4,393.77	\$4,503.61	\$4,593.68
Point Grey Mini-School	\$4,080.00	\$4,182.00	\$4,286.60	\$4,393.77	\$4,503.61	\$4,593.68
Total Education	\$4,080.00	\$4,182.00	\$4,286.60	\$4,393.77	\$4,503.61	\$4,593.68
Ideal School	\$4,080.00	\$4,182.00	\$4,286.60	\$4,393.77	\$4,503.61	\$4,593.68
Templeton Mini-School	\$4,080.00	\$4,182.00	\$4,286.60	\$4,393.77	\$4,503.61	\$4,593.68
John Oliver Mini-School	\$4,080.00	\$4,182.00	\$4,286.60	\$4,393.77	\$4,503.61	\$4,593.68
Byng Arts	\$4,080.00	\$4,182.00	\$4,286.60	\$4,393.77	\$4,503.61	\$4,593.68

2. It is agreed that prior to the addition of any new allowances, the VTF will be consulted and its input considered.
3. Experience earned in a particular position of special responsibility shall be retained, for increment purposes, throughout the employee's subsequent service in that area of special responsibility. In the interpretation of this Clause, the size of the school is not to affect the recognition of the experience.
4. An employee who does not receive an allowance for special responsibilities who is assigned responsibilities for more than one (1) school on a regular basis shall receive an allowance of one hundred sixty-five dollars (\$168) per annum and pro rata.
5. Senior Teacher
  - a. In addition to the basic salary a Senior Teacher shall receive an annual allowance as hereafter set forth.

<b>July 1, 2005</b>	<b>July 1, 2006</b>	<b>July 1, 2007</b>	<b>July 1, 2008</b>	<b>July 1, 2009</b>	<b>July 1, 2010</b>
\$ 510.00	\$ 522.80	\$ 535.80	\$ 549.20	\$ 562.93	\$ 574.19

- b. In primary annexes a Senior Teacher shall be named for the school year to act for the Vice-Principal when he/she is absent from the school. In addition to the basic salary this Senior Teacher shall receive an annual allowance as hereafter set forth.

<b>July 1, 2005</b>	<b>July 1, 2006</b>	<b>July 1, 2007</b>	<b>July 1, 2008</b>	<b>July 1, 2009</b>	<b>July 1, 2010</b>

## Section B Salary and Economic Benefits

\$ 255.00	\$ 261.40	\$ 268.00	\$ 274.70	\$ 281.57	\$ 287.20
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### 6. Area Counsellor

When an employee is attending a Board-approved Area Counsellors' course, the salary and allowance of such teacher shall continue as if no change has been made in his/her duties or status.

### 7. Teacher Consultant

A Teacher Consultant shall receive a salary based on the greater of:

- a. His/her basic salary plus the annual allowance then in effect for Teacher Consultants, or
- b. The salary and allowance he/she would have received had he/she remained in his/her former position instead of becoming a Teacher Consultant.

## **ARTICLE B.23: SUMMER SCHOOL EMPLOYEES**

1. Summer School employees shall be paid at the rate of 1/1000 of Category 5 minimum per hour of instruction. In addition, employees designated as Convenors will be paid an allowance of \$1173.00
2. The instructional time of Summer School employees shall include a minimum of five per cent (5%) of non-instructional time which shall include one (1) teaching day prior to the first day of student attendance.

## **ARTICLE B.24: PART-TIME SECONDARY TEACHERS**

The percentage (%) of salary for part-time secondary teachers shall be calculated on the following basis:

1. In an eight (8) block school timetable, full-time teachers are expected to teach seven (7) blocks out of eight (8). Part-time teachers shall be paid as follows:
  - one (1) block - 1/7 or 14.29%
  - two (2) blocks - 2/7 or 28.57%
  - three (3) blocks - 3/7 or 42.86%
  - four (4) blocks - 4/7 or 57.14%
  - five (5) blocks - 5/7 or 71.43%
  - six (6) blocks - 6/7 or 85.71%
2. In a five (5) block semestered school timetable, full-time teachers are expected to teach four (4) blocks out of five (5). Part-time teachers shall be paid as follows:
  - one (1) block - 1/4 or 25%
  - two (2) blocks - 2/4 or 50%



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- three (3) blocks - 3/4 or 75%

### **ARTICLE B.25: CATEGORIES**

The salary categories listed in this Article shall be applied as follows:

1. a. The Board requires the teacher to obtain an assessment of salary category from the Teacher Qualification Service.
- b. Speech/Language Pathology Categories

#### Salary Category Speech/Language Pathologist Salary Category

4	four (4) years of academic training beyond secondary school (LCST or Bachelor's)
5	five (5) years of academic training beyond secondary school (LCST or Bachelor's plus one (1) year of academic training in the field)
5+	six (6) years or more of academic training beyond secondary school (does not include a Master's degree) (Refer to Clauses 7. and 8. below)
6	six (6) years or more of academic training beyond secondary school (must include a Master's degree)

### 2. Initial Placement

The Board shall make the initial placement of the employee on salary scale. Placement shall be confirmed and salary adjusted retroactively, where necessary, when the employee presents not later than October 31 proof of qualifications or can demonstrate that a reasonable attempt has been made to obtain such proof. The Union shall be notified of the placement on the salary scale of all employees new to staff as soon as possible after the first payroll date.

### 3. Placement Other Than on Scale

All persons employed by the Board shall be placed in the applicable salary category referred to in Article B.25.1.b and Appendix C except those employees who are placed in salary categories which vary from their certification; namely:

- a. An employee holding an EC, EB or EA Certificate, or a Teaching Licence or a Standard Certificate, teaching in a secondary school, shall receive a salary in accordance with salary category 4.
- b. Employees who qualify for the 5+ provision are provided for in Clause 7. below. Effective September 1, 2007 employees who qualify for the 5+ provision are provided for in PCA B.12.

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

- c.
  - i. Persons holding a Letter of Permission to teach shall be placed on the salary category 4 scale.
  - ii. Persons holding a Letter of Permission whose years of preparation cannot be equated to years of university training shall be placed in a salary category which will provide a salary appropriate to their teaching function as determined by the Board after consultation with the Union.

### **4. Procedure for Change of Salary Category**

- a. Employees who consider that they have completed requirements for reclassification of salary category must apply to the Board. Proof shall be submitted in the form of a Professional card, Letter from the Registrar, or a Teacher Qualification Service category card. Otherwise, if subjective evaluation is required the provisions of Clauses 5.(a),(b),(f),(g), and (h) below. In the case of Speech/Language Pathologists Clause 6. below shall apply.
- b. Applications for reclassification to be effective for salary purposes from September 01, must be filed prior to September 30 in that year. Applications for reclassification to be effective for salary purposes from January 01, must be filed prior to January 31 in that year. Proof in support of the application must be submitted by the employee as soon as possible. Salary changes resulting from successful applications for reclassification filed on dates other than the above, shall be effective from the first day of the month following the filing of the successful application. Salary adjustments shall be made retroactively as stated as soon as possible following receipt of the documents mentioned in Clause (a) above.
- c. Applications for change of salary category should be processed and the applicant notified of the Board's decision within six (6) weeks of the date of receipt of the application by the Board.

### **5. Teachers' Appeal of Placement**

- a. A teacher who considers that his/her placement on the salary scale, as to category or experience (in accordance with Article B.26. or Article B.27. below), is incorrect, shall immediately notify his/her Union.
- b. The Union shall forward all requests which require further review, with or without recommendation, to the Teachers' Salary Placement Committee.
- c. The Teachers' Salary Placement Committee shall consist of two (2) persons representing the Board, two (2) persons representing the Union, and the Superintendent of Schools, Vancouver, or his/her nominee, as Chairperson.
- d. If the Board does not approve an application, on the request of the applicant the application shall be reviewed by the Teachers' Salary Placement Committee. The Teachers' Salary Placement Committee shall notify the applicant concerned of the decision and of the reasons therefore.

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

- e. The Teachers' Salary Placement Committee shall assume the responsibility of advising in writing any teacher who seeks advice in advance, on the acceptability of courses.
- f. The Teachers' Salary Placement Committee, if a request concerning qualifications is warranted, shall request that the teacher obtain an assessment of qualifications from the Teacher Qualification Service.
- g. The decision of the Committee shall be grievable in the case of placement on the scale.
- h. The decision of the Committee shall be grievable in the case of adjudication of Category 5+. Effective September 1, 2007, this clause does not apply and is replaced by PCA B.12.4.b.

### **6. Speech/Language Pathologist Appeal of Placement on the Salary Grid**

In the event of a dispute on the appropriate scale placement of a Speech/Language Pathologist on the salary grid, the process outlined on Article B.25.5 above shall be followed.

### **7. Salary Category**

[Effective September 1, 2007 Article 7, a., b., and c, will be replaced by PCA B.12. see also Letter of Understanding No.14 for Transitional Provisions.]

- a. Salary category 5 certificated employees who have fifteen (15) additional units or equivalent of approved credit shall be paid on salary category 5+. All employees shall be eligible to apply provided the following conditions have been met:
- b. Criteria for Approval of Credits
  - i. Credits must be equivalent to standards in British Columbia's public universities.
  - ii. The academic standing in all courses must be equivalent to second class or better save and except one (1) course in which a pass mark shall be acceptable.
  - iii. Courses taken must be in no more than two (2) areas of study relevant to the school system, although it is agreed that some courses are applicable to many areas of study. Fifteen (15) units or equivalent of credit completed on a Master's degree program relevant to the school system shall be acceptable, irrespective of the number of areas of study.
  - iv. Credits which have not been used to obtain salary category 5 shall be acceptable, provided that these credits comply with the other regulations contained herein.

## Section B Salary and Economic Benefits

- v. Credits must be in senior courses; i.e., courses numbered 300 or above. In exceptional cases, where it is required and used as a prerequisite, one (1) other course may be considered as set forth in Clause (c) below.
- c. Evaluation of Credits
  - i. A committee of employees from the Union shall evaluate the applications.
  - ii. The Union shall provide application forms. All completed application forms must be sent to the offices of the Union for consideration rather than to the offices of the Board. The initial screening of such applications shall be done by the committee of employees specified in Clause (c)(i) above in accordance with the regulations contained herein.
  - iii. If the committee of employees approves an application, the application shall be forwarded to the Board.
  - iv. If the Board approves an application, the Board shall notify the applicant and the applicant's salary category shall be changed in accordance with these regulations.

### d. Effective Dates

Employees whose applications are approved by the Teacher Qualification Service shall be given placement on the higher salary category and retroactive salary payment based on the effective date of the employee's T.Q.S. card and with effect from one of the following periods:

January 01                      for applications received by the Board by January 31 of that year, and

September 01                  for applications received by the Board by September 30 of that year.

## 8. Recognition of One (1) Year Post Undergraduate Diploma

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

- a. An employee presently on staff in salary category 5 who produces proof of successful completion, at a level equivalent to a second class or B average, of an approved one (1) year post undergraduate diploma program offered by a Faculty of Education in a B.C. University, shall receive salary recognition in accordance with Clause 7. d above.
- b. Employees are advised to inform the Human Resources Division prior to registration rather than after completion of the course. Upon request, Personnel Managers will indicate the likelihood of job openings in the area of study. One (1) year post undergraduate diploma courses are those which normally are found in areas of particular interest to the Board such as:

## Section B Salary and Economic Benefits

- |   |         |
|---|---------|
| Extended Studies in Education                           | (SFU)   |
| Native Languages for Native Indians                     | (UVic)  |
| Adult Education   | )       |
| Counselling Psychology                                  | )       |
| Special Education                                       | )       |
| English Education                                       | )       |
| Learning Assistance                                     | ) (UBC) |
| Education of the Deaf                                   | )       |
| Visually Impaired Children                              | )       |
| Mentally Challenged                                     | )       |
| Education of Young Children                             | )       |
| Values Education  | )       |
| Other post undergraduate diplomas approved by the Board |         |
- c. Recognition shall take the form of a lateral transfer from the 5 scale to the equivalent step on the 6+ scale.
- d. Procedures for change in category shall be as stipulated in Clause 4. above.

### **ARTICLE B.26: RECOGNITION OF TEACHING EXPERIENCE**

#### 1. On Appointment

An employee shall be allowed, for salary purposes, full credit for teaching experience up to the maximum of the salary scale for the salary category in which the employee is placed, as follows:

- a. Teaching service in schools governed by the Act, in a faculty of a British Columbia university, or in a faculty of a community college or a technical institute in B.C.
- b. Teaching service in government schools or in other similar government institutions where teaching is involved, where the service is deemed by the Superintendent of Schools to be equivalent to that of a teacher in the public school system.
- c. Teaching service in:
- A government financed and inspected school; or
  - A faculty of a recognized university (full-time basis) or a faculty of a recognized community college or a recognized technical institute; or
  - A recognized university or recognized community college or a recognized technical institute as a non-faculty member provided such person held a valid teaching certificate recognized in B.C. at the time of said experience.

## Section B Salary and Economic Benefits

- iv. The above experience may have been earned in any part of Canada or in any country where the employee's experience is relevant to the Vancouver school system.
- d. Teaching service, as a certificated teacher, in schools which qualify as classification group 2 schools, under Section 6 of the *Independent Schools Support Act*, provided that in all cases the employee had held qualifications as a certificated teacher at the time of such experience.
- e. Changes to the provision regarding qualifications and placement shall not be retroactive for teachers presently on staff in continuing appointments, but shall take effect from the beginning of the next calendar year following the change, provided always that a written request for a review of placement is received from the employee by the Associate Superintendent - Human Resources prior to June 30 of the current school year. The request shall include proof of such experience as well as proof of the qualifications held by the teacher at the time of such experience.
- f. Trade or technical experience (including university or apprenticeship training in excess of four (4) years) if such experience is related to the subjects to be taught by the employee concerned, up to a maximum credit of four (4) years.

One (1) year's experience is equivalent to a minimum of sixty per cent (60%) of full-time employment during one (1) school year. That sixty per cent (60%) could be in the form of six (6) out of ten (10) months of full time work or for a point six (.6) FTE assignment for a full school year (ten (10) months) or some other combination that totals sixty per cent (60%) for an FTE over one (1) year in one (1) school district. In the case of war service one (1) school year shall be interpreted to mean a period of twelve (12) months.

Proof of experience shall be submitted to the Board as soon as possible but shall be within sixty (60) days from the first teaching day of the appointment to be credited.

### 2. Related Experience

- a. Full credit shall be granted on the salary scale up to a maximum of four (4) increments for related experience in commerce or dietetics for teachers of commerce or home economics.
- b. Experience in commerce shall be recognized by granting one (1) increment for each year of continuous employment in that field:
  - i. After receiving a Bachelor of Commerce degree from a recognized university or after registration with the appropriate statutory authority as a Chartered Accountant, Certified General Accountant, or Registered Industrial Accountant.
  - ii. For secretarial experience acceptable to the Board.

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

- c. Experience in dietetics shall be granted to those teachers having one (1) or more years of continuous employment as a dietitian after receiving a degree in dietetics from a recognized university.
- d. Employment as a certificated Early Childhood Educator (E.C.E.) or qualified Speech/Language Pathologist in a licensed pre-school or licensed, non-infant, non-family daycare shall be granted if such experience is related to the assignment of the employee concerned at the time of hiring, up to a maximum credit of four (4) years.

### **ARTICLE B.27: RECOGNITION OF SPEECH/LANGUAGE PATHOLOGIST EXPERIENCE**

1. A Speech/Language Pathologist wishing to have a review of years of experience credited will discuss the matter with Human Resources. If the Speech/Language Pathologist is not satisfied with the result, he/she may refer the matter to the Teachers' Personnel and Staffing Advisory Committee, and may make a presentation on his/her behalf to the Committee or be represented by the VTF if he/she so chooses. Failing resolution at this level, the matter may be referred to the grievance procedure.
2. Experience will be credited for speech/language pathology service in accordance with the following:
  - a. Service in a public school system - full credit for all time so employed.
  - b. Service in a non-school setting - credit for up to four (4) years speech/language pathology service in settings other than public schools (including Article B.26.2.d. above).
3. Part-time service will be credited in accordance with the following:

One (1) year's experience is equivalent to a minimum of eight (8) months of full-time employment during one (1) school year or two (2) periods of full-time employment each of five (5) months or more, in two (2) different school years. For experience gained after 1981 September 01, one (1) year's experience is equivalent to a minimum of sixty per cent (60%) of full-time employment during one (1) school year. In the case of war service one (1) school year shall be interpreted to mean a period of twelve (12) months.

Proof of experience shall be submitted to the Board as soon as possible but shall be within sixty (60) days from the first teaching day of the appointment to be credited.
4. Changes to the provision regarding qualifications and placement shall not be retroactive for Speech/Language Pathologists presently on staff in continuing appointments, but shall take effect from the next increment date, i.e. September 01 or January 01, following the date of application. The request shall include proof of such experience as well as proof of the qualifications held by the Speech/Language Pathologist at the time of such experience.

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5. Service as a member of the armed forces of any Commonwealth country during the Second World War (1939 September - 1946 March 31) or in the Korean War.

### **ARTICLE B.28: INCREMENTS**

#### 1. Increment Date

The increment adjustment date for all employees who would otherwise qualify for an adjustment in the period October to February will be prepaid commencing September 01. Employees who would have had an increment adjustment date March to June will receive the increment the following September 01.

#### 2. Part-Time Employees

- a. For the purpose of salary placement, a part-time employee who works sixty per cent (60%) or more shall receive increments calculated as though he/she is a full-time employee. The part-time employee's salary shall be pro-rated according to the percentage of time specified in his/her assignment.
- b. A part-time employee whose assignment is less than sixty per cent (60%) shall accumulate his/her experience to equal sixty per cent (60%) F.T.E. before receiving an experience increment.
- c. No contracted teaching assignment shall be less than .2 F.T.E.

#### 3. Delay of Increments

- a. An employee's salary increment SHALL NOT be delayed:
  - i. If he/she is on exchange or on a special assignment carrying full pay.
  - ii. Subject to the provisions of Article G.21.9.g.vi., if he/she has been on approved educational leave and has submitted to the Superintendent of Schools verification of having completed the program for which the leave was granted.
  - iii. If he/she has been absent from duty because of ill health for not more than sixty (60) days during the increment year.
  - iv. If he/she has been absent from duty because of ill health for not more than one (1) year, provided that he/she has been in continuous employ of the Board for a period in which he/she has received five (5) or more undelayed annual increments, and provided that he/she has not been granted this privilege before.
- b. An employee's regular salary increment SHALL be delayed:



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

- i. If he/she is absent due to ill health beyond the periods referred to in Clauses a. iii. and iv. above, provided, however, that the period of delay shall be one (1) month for each accumulation of twenty (20) teaching days or portion thereof, beyond the said periods referred to in the said Clauses a. iii. and iv.
- ii. If he/she is absent for any reason other than illness, special assignment, study duly approved by the Board, or Maternity Leave, the period of delay shall be one (1) month for each month of absence or any portion thereof exceeding ten (10) days.

## **ARTICLE B.29: BENEFITS**

### 1. Preamble

The Board and the Union shall hold joint ownership of the medical and dental plans, and any changes in the plans affecting carrier or coverage shall be by the mutual agreement of the parties. Such agreement shall not be unreasonably withheld. The Board shall pay such portion of premiums as is specified in this Agreement and as increased by the carrier from time to time, as well as continuing to provide, at the Board's expense, the following services:

- a. Enrolment of new members.
- b. Notice of termination of withdrawing members.
- c. Notification to the carrier of change of status or address of members.
- d. Collection and forwarding of premiums paid by members.

Benefits shall be available to common-law relationships (including same-sex couples) on the basis that proof must be submitted of a two (2) year relationship of cohabitation during which the partner has been represented as the employee's spouse.

### 2. Medical Services

Subject to the provisions of Article A.27.3 and A.27.5 an employee may participate in the medical insurance coverage package which is comprised of:

#### a. Medical Services Plan

The Board will contribute fifty per cent (50%) of the premium of the Basic Plan as established by the Medical Services Commission of British Columbia.

#### b. Extended Health

- i. The Board will contribute one hundred per cent (100%) of the premium of the Extended Health Benefits Plan as established by Pacific Blue Cross or its successor.

## Section B Salary and Economic Benefits

- ii. A monthly charge of fifty cents (\$0.50) for single coverage and one dollar fifty cents (\$1.50) for family coverage shall be added to the costs for Medical Services and shared equally between the employee and the Board to provide additional prosthetic equipment and other items such as heavy-duty wheelchairs, etc. when recommended by a physician.
- iii. The Extended Health Benefits Plan shall include the following:
  - (a) No lifetime coverage ceiling.
  - (b) Medex.
  - (c) An eyeglass limit of \$200 per person in a twenty-four (24) month period.
  - (d) Chiropractor fees.
  - (e) A hearing aid limit of \$500 per ear per person in a five (5) year period.
  - (f) Naturopathy - \$500.
  - (g) Oral contraceptives.
  - (h) Acupuncture - \$300.
  - (i) Speech Therapy.

### 3. Dental

Except as noted in Article A.27.3 and A.27.5 an employee presently in the employ of the Board may participate in the Dental Plan underwritten by Pacific Blue Cross Plan No. 09 9066, with premiums to be paid by the Board, and providing the following benefits:

Plan A	-	80% payment
Plan B	-	50% payment
Plan C	-	50% payment (No lifetime limit)

For all employees hired subsequent to 1975 December 31, participation in the Dental Plan shall be a condition of employment except for those employees who produce evidence of other dental coverage.

### 4. Group Life

- a. Except as noted in Articles A.27.3 and A.27.5, participation in the Plan is a condition of employment for all employees appointed on or after 1975 January 01, with the following coverage:
  - i. Multiple of Salary

under age 45	-	300% of annual salary
45 but under 55	-	250% of annual salary
55 but under 60	-	200% of annual salary
60 or over	-	150% of annual salary

All amounts of coverage shall be rounded to the next \$1,000 of coverage, or;

- ii. Fixed Amount - \$5,000.

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

- b. Employees may opt for the scale of benefits given as a percentage of annual salary at the time of joining staff or during employment with the Board upon medical proof of insurability. Employees may opt to reduce coverage by written notice to the Board.
- c. The Board will pay one-half (1/2) of the premium payable on behalf of each employee covered by the Plan, and the employee will pay the other half.
- d. Any premium contributed by an employee toward the total premium payable under this policy for insurance on the life of such employee shall be deemed by the employer to be applied first to the premium for the amount of his/her insurance (if any) in excess of \$25,000 and the balance (if any) of the employee's premium shall be deemed by the Board to be applied to the first \$25,000 of his/her insurance.

### **5. Optional Group Life**

The Board shall provide for the deduction of premiums for those eligible employees who choose to participate in the BCTF Group Life Plan. The cost of initiating and continuing such deduction of premiums shall be borne solely by the Board.

### **6. Continuation of Benefits While on Salary Indemnity**

Employees in receipt of Salary Indemnity benefits shall be entitled to continuation of the benefits in Clauses 1. to 5. above under the cost sharing provided for in those Clauses.

### **7. Special Payment in Case of Employee's Death**

In the event of the death of an employee who, at the time of death had been employed by the Board continuously for six (6) months, the Board shall pay one (1) month's salary to the widow or widower of the deceased, or to the estate if there is no widow or widower. This payment is in addition to any amount earned by the deceased up to the date on which he/she was last employed by the Board.

The Board shall also pay a sum equal to one-half (1/2) the accumulated sick leave up to a maximum of fifteen (15) days' pay, calculated on the daily rate as defined in Appendix D. of the employee's annual salary.

The Board shall continue the medical and dental benefits to the dependents of the deceased employee for a period of six (6) months after the death of the employee. Such continuation shall be paid for in full by the Board. The dependents shall be notified in writing of the terms of this provision when severance and other benefits are paid over.

### **8. Employee Assistance Plan**

The Board will fully fund an Employee Assistance Plan, to the amount of not less than twenty dollars (\$20.00) per employee per year.

## Section C Employment Rights

### **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**

[For local seniority provisions see Article C.23]

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:

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- 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.*

## **ARTICLE C.20: APPOINTMENTS**

### 1. Continuing

An employee who accepts a position that will continue for more than one (1) year shall be given a continuing contract. The provisions of this Clause shall not preclude the Board from offering a continuing contract to an employee who accepts an assignment of shorter duration.

### 2. Temporary

#### a. Classification

A temporary employee is one who has been contracted for a specific position on a temporary basis. Such an employee shall receive a contract from the Board documenting the starting date and completion date of the temporary appointment.

#### b. Length of Assignment

- i. Where it is known in advance that the assignment will be for a period of more than three (3) months, the employee shall be given a temporary contract.

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- ii. An employee whose on-call assignment extends for a period of more than three (3) months shall be given a temporary contract which shall be deemed to be, with the exception of benefits, retroactive to the beginning of the assignment.
- iii. An employee whose on call assignment ends on the last day of a given school year does not automatically have the right to be given the same assignment in the following school year.
- iv. In circumstances where the same employee on call who ended the on call assignment or term position described in Article C.20.2.b.iii above also receives the assignment in the next school year, the following shall apply: the employee on call, pursuant to Article C.20.2.b.ii of the Collective Agreement, will be awarded a temporary contract in the next school year after the employee has been in the assignment for more than three (3) months, calculated from the commencement of the previous year's assignment.

### c. Salary and Benefits

- i. An employee on a temporary contract shall be paid on the monthly payroll at an annual rate of salary based on his/her qualifications and experience.
- ii. An employee on a temporary contract shall be entitled to the benefits provided to continuing employees for the term of the contract.

### d. Delayed Return to Service

When the appointment or re-engagement of a temporary employee is delayed for any period of less than one (1) year for reasons beyond that employee's control, the salary and benefits of such employee may be determined by the Board as though no interruption in service has occurred.

### e. Accumulation of Service

Service on temporary contract status may be accumulated as follows:

- i. Temporary appointments beginning October 01 or earlier in any school year shall be deemed to have begun on the first school day of September of that year.
- ii. Temporary appointments beginning February 01 or earlier in the second term of any school year shall be deemed to have begun on the first day of that term.

### f. Conversion of Temporary to Continuing Contracts

An employee whose certification and qualifications meet the Board's stated requirements shall be granted a continuing contract under the following conditions:

## Section C Employment Rights

- i. The employee has more than one (1) aggregate year of service under temporary contract.
  - ii. The employee has received a maximum of two (2) full-time temporary assignments in the course of one (1) school year.
- g. Prior Consideration

Employees who currently hold, or within the previous three (3) year period held, a temporary contract with the Board shall be entitled to apply for vacant positions according to the provisions of Article E.21.3 and E.21.4. The Board shall give prior consideration to these applicants over applicants who have not been on contract.

### 3. Part-Time

- a. An employee with a previous or current continuing full-time appointment to the staff of the District may, without prejudice to that appointment, request a part-time assignment, specifying the fraction of time requested, and the length of time, not to exceed one (1) year, for which the part-time assignment is requested. The Board shall not unreasonably refuse such a request.
- b. When the request under Clause a. above is granted by the Board and confirmed in writing, the employee shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the Board has made the part-time assignment.
- c. An employee on part-time continuing assignment may apply for a full-time continuing assignment and shall have the right to such an assignment, provided that the request is made before March 31 of any school year and can be granted without the layoff of any employee on continuing contract.
- d. With Board approval, an employee who has been granted a change of assignment pursuant to Clause a. above may, without prejudice to that assignment:
  - i. Alter the percentage in the same assignment.
  - ii. Return to a full-time assignment at an earlier date.
  - iii. Extend the part-time assignment for a further period.
  - iv. Obtain an additional part-time assignment at the same worksite or another worksite.
- e. During the absence of either employee sharing an assignment, the partner shall have the right to assume the duties of the absent employee. Remuneration for these duties shall be based on the scale rate for the employee assuming the replacement.

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- f. A part-time employee, for the purpose of purchasing pensionable service, shall, upon application for such status, be considered to be on leave of absence for the balance of his/her previous full-time appointment. The full cost of pension contributions for the on-leave portion of the assignment shall be borne by the employee.
- g. Attendance at a professional and/or staff development activity on a day when a part-time employee would not otherwise work shall be at the discretion of the employee.

### **ARTICLE C.21: EMPLOYEES ON CALL**

#### 1. Qualifications

It is the practice of the Board to hire as employees on call, persons who hold a valid B.C. Teaching Certificate, or Letter of Permission, or in the case of Speech/Language Pathologists, who qualify for membership in C.A.S.L.P.A. except in situations where qualified employees on call are not available.

#### 2. Duties

Employees on call will be assigned duties consistent with those expected of the teaching staff or the Speech/Language Pathology staff.

#### 3. Professional Development

To the extent that space is available, employees on call shall be permitted to participate in professional development activities offered by the Board. Participation will be unpaid, unless specifically authorized otherwise by the Board.

#### 4. Reports/Complaints

- a. With the exception of allegations of disciplinable conduct, an employee who wishes to express a concern about the professional performance of an employee on call, must first communicate the concern to the employee on call within seven (7) days of becoming aware of the concern. He/she may refer the matter to the Principal only after informing the employee on call of the concerns as above.
- b. Any Principal who has a concern about the work of an employee on call, or has had a concern referred to him/her pursuant to Clause a. above, shall follow the procedures listed below:
  - i. The Principal shall verbally inform the employee on call that he/she wishes to discuss the employee on call's work and that the employee on call has the right to be accompanied by a VTF representative when the Principal's concerns are discussed.
  - ii. If, during the discussion referred to in Clause i. above, it arises that there is a possibility that the matter may proceed under the provisions of Clause 6.



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below or Article C.22.6. the Principal shall end the discussion immediately.

- iii. If the matter proceeds under Clause 6. below or Article C.22.6., all statements and information gathered in the discussion pursuant to Clause b.i. above shall be inadmissible.

### 5. Evaluation

An employee on call who is on a continuous assignment of two (2) months or more may request an evaluation or may be evaluated by an administrator in accordance with the following:

- a. At least two (2) days prior to the first observation, the employee and the evaluator will meet and discuss the expectations for the assignment and any relevant criteria from Article C.22.2. Any supplementary material will be provided to the employee at that meeting.
- b. After each observation the evaluator and employee will, within a reasonable number of school days, meet and discuss the observations, including any positive comments and/or areas requiring improvement.
- c. A minimum of three (3) visits will form the basis of the report.
- d. A draft report will be provided to the employee incorporating the comments and suggestions in Clause b. above. Within seven (7) days, the employee will have the right to meet with the evaluator to make comments, suggest changes, or point out alleged errors. The employee may be accompanied by a representative of the appropriate Union or another VTF member of his/her choice.
- e. The report may or may not provide a conclusion statement.
- f. The final report will be provided to the employee and a copy will be filed in the Human Resources Division of the Board.
- g. Only one (1) report may be requested in any one (1) assignment, and only two (2) reports may be requested by an employee in any one (1) school year.
- h. At least three (3) weeks must remain in the assignment for an evaluation to be initiated. No evaluations will be done in September or June.

### 6. Removal from the Employee on Call List

The decision whether to rehire employees on call remains with the Board. Employees on call will be informed in writing of the reasons for removal prior to being removed from the list. If an employee on call wishes to discuss the matter, he/she shall be given an opportunity to meet with the Associate Superintendent - Human Resources or designate within the Human Resources Division. A VTF representative may also be present at the option of the employee on call.

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Employees on call will not be removed from the list except for just and reasonable cause.

### **7. Prior Consideration**

The practice of the Board is to give prior consideration to an employee on call who holds a valid B.C. Teaching Certificate or is eligible for membership in C.A.S.L.P.A. when seeking a regular position with the Board over applicants who have no experience with the Board.

### **8. Sick Leave**

- a. Employees on call shall be protected against loss of pay that would result from absence due to illness according to the same salary protection as that for regular employees based on service accumulation while on assignment exceeding five (5) days.
- b. Sick leave provisions, in accordance with Article G1., and G.20., shall become an entitlement from the sixth (6th) and subsequent consecutive working days on any one (1) assignment. The qualifying period shall be calculated from the first (1st) day of that assignment and use of such credits shall be during such assignments only. An employee on call who has accumulated sick days shall be given an annual statement of the accumulated number of such days as of June 30 of each year, in November.

## **ARTICLE C.22: EVALUATION, DISCIPLINE AND DISMISSAL**

### **1. Frequency of Evaluation**

- a. Evaluation pursuant to this Article will occur when:
  - i. An employee requests an evaluation. Not more than ten per cent (10%) of the employees in a school may be evaluated on this basis in the school year unless agreed otherwise by the administrator(s).
  - ii. An administrator decides to evaluate the work of an employee.
- b. The provisions of Clause a. above shall not:
  - i. Preclude the Board from conducting evaluations of newly contracted employees.
  - ii. Permit a cyclical schedule for the evaluation of employees.
  - iii. Permit separate evaluations of an employee in successive school years, unless under the provisions of Clause 4. below.
  - iv. Permit evaluations for capricious or arbitrary reasons.

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### 2. Evaluation Criteria

The following criteria shall apply to the evaluation of employees. It is understood that the evaluator may provide supplementary material to the employee(s) to explain his/her expectations more fully. Such material shall not add new criteria nor contradict those listed in Clauses a. to k. below.

- a. The employee seeks knowledge of the social, emotional, intellectual, cultural and physical characteristics of the pupils whom he/she teaches with the objective of furthering their educational growth.
- b. The employee:
  - i. Plans with definite purposes and clear objectives in mind.
  - ii. Communicates these purposes and objectives to the students.
  - iii. Establishes appropriate procedures for assessing, recording and reporting pupil performance to parents.
- c. With due consideration for individual differences, the employee works to involve students in experiences and activities designed to develop skills and stimulate thought.
- d. The employee uses instructional techniques that promote questioning, speculation and originality.
- e. The employee works at keeping his/her knowledge current and his/her teaching techniques effective in the subject areas he/she undertakes and agrees to teach.
- f. The employee practices classroom management suitable to the growth and development of the pupil.
- g. The employee as a member of the staff participates in the development and implementation of the philosophy and practices of the school and works in cooperative ways with colleagues to promote the welfare of pupils.
- h. The employee fosters a climate of mutual respect between himself/herself and his/her pupils.
- i. The employee:
  - i. Seeks to involve parents in the educational process.
  - ii. Gives and obtains information that assists in the development of the pupils.
- j. The employee cooperates with colleagues and associated personnel in utilizing existing educational services and resources for the benefit of the pupils.

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- k. The employee, at appropriate times, reviews with colleagues, students and their parents the practices employed in discharging professional responsibilities.

#### 3. Procedure

- a. The employee shall receive at least ten (10) days notice that he/she will be evaluated. The employee shall be informed at the time of notice of the evaluation criteria in the Agreement and shall be provided with any supplementary material referred to in Clause 2. above. Any disagreement with the relevance of the supplementary material shall be recorded prior to the first formal observation.
- b. The evaluation shall be based on the evaluation criteria and shall include a reasonable number of personal observations (minimum of three (3)) which reflect the employee's assignment. The observation period may not commence prior to October 15 and the employee must receive the completed evaluation no later than May 31 of that school year, except in cases where the evaluation period is interrupted by a period of leave. In such cases the evaluation may be carried into the subsequent school year providing no observations take place between May 31 and September 30.
- c. All formal reports on the work of an employee shall be in writing and shall be copied to the employee. Only one (1) report shall be written on an employee at any one (1) time. No formal observation shall be made in the first twenty (20) teaching days of an assignment.
- d. Prior to the first formal observation, the evaluator shall give, discuss and clarify the evaluation criteria with the employee.
- e. Prior to the first formal observation, the evaluator shall give the employee at least one (1) school day's notice.
- f. After each formal observation referred to in Clause b. above:
  - i. The evaluator shall, within a reasonable number of school days, discuss his/her observations with the employee, including any positive comments and/or areas requiring improvement.
  - ii. The employee shall be provided with a written anecdotal statement of the observer's comments.
  - iii. Constructive suggestions and/or offers of assistance for improvement, as deemed necessary, shall be made in writing to the employee.
- g. At the request of the employee or the evaluator, any concerns may be reviewed prior to the next observation as referred to in Clause b. above.
- h. The employee shall be given a draft of the summative report of his/her performance within six (6) teaching months of the date of the first formal observation referred to in Clause d. above.

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- i. Within seven (7) days of receipt of the draft report referred to in Clause 3.h. above, the employee shall have the right to meet with the evaluator to make comments, suggest changes, or point out alleged errors. The employee may be accompanied by a representative of the appropriate Union or another VTF member of his/her choice. The evaluator may also be accompanied by a representative of his/her choice.
  - j. The final report shall be filed in the employee's personnel file at the Board office. A copy shall be given to the employee at the time of filing.
  - k. Within fourteen (14) days of receipt of the final report, the employee shall have the right to submit to the evaluator a written commentary which shall be filed with the report.
  - l. Nothing in Clauses 1., 2., 3. or 4. of this Article shall be defeated solely for a procedural or technical irregularity, unless such irregularity can reasonably be shown to affect the evaluation.
4. Procedures When a Report is Less Than Satisfactory
- a. Where the summative report concludes that performance is "less than satisfactory" it may contain comments on areas requiring improvement only if those matters have been discussed and mentioned in writing after previous observations. Any positive aspects of the learning situation shall also be included. The employee shall be informed of his/her right to receive advice from the VTF
  - b. At the request of the employee, the VTF shall have the right to meet with the evaluator and to recommend remedial action for the employee. Individuals used in the colleague-mentor remedial process shall not be called upon by either party as witnesses in any resulting arbitration.
  - c. Where an employee receives a less than satisfactory report, the employee shall, upon request, be granted unpaid leave of absence of up to one (1) year for the purpose of taking a program of professional or academic instruction. The employee shall return at the beginning of a term. Subsequent evaluation shall begin not less than one (1) month nor more than six (6) months after the employee has returned to his/her duties. The one (1) month shall not apply to the twenty (20) teaching months in Clause 5.a. below.
  - d. In the case of successive less than satisfactory reports, the first two (2) reports shall be prepared according to the provisions of Clauses 2. and 3. above. The third report shall be prepared in accordance with the following conditions:
    - i. This report shall be written by the Superintendent, an Associate Superintendent or a Director of Instruction.
    - ii. The criteria in Clause 2. above shall apply to this evaluation.
    - iii. The report shall be based on a minimum of three (3) observations.

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- iv. No formal observation shall be made in the first twenty (20) days of an assignment.
- v. Prior to the first formal observation, the evaluator shall give the employee at least one (1) school day's notice.
- vi. The evaluator shall, within a reasonable number of school days after the first and the final formal observations, discuss his/her observations with the employee, including any positive comments and/or areas requiring improvement. This provision shall not preclude the evaluator from discussing any of his/her other formal observations with the employee.
- vii. The report shall be issued not less than one (1) teaching month nor more than six (6) teaching months following the issuance of the second less than satisfactory report.

### 5. Dismissal for Less Than Satisfactory Performance

- a. The Board shall not dismiss an employee except where the Board has received three (3) consecutive reports written by not fewer than two (2) evaluators indicating less than satisfactory performance. The three (3) reports shall be issued in a period of not less than ten (10) teaching months and not more than twenty (20) teaching months exclusive of leaves.
- b. Vice-Principals shall not qualify as evaluators for the purpose of this Clause without the consent of the Union. In the absence of such consent, a Vice-Principal serving as an evaluator who has concerns regarding the work of an employee, and believes that a less than satisfactory report might result, shall immediately withdraw from the evaluation process. Where this occurs, the Principal will then evaluate under the provisions of Clause 3. above with the exception of required material previously provided. The Principal shall not make reference to observations made by the Vice-Principal.
- c. If the Board intends to dismiss an employee pursuant to this Clause it shall notify the employee and the appropriate VTF Co-President of such intention as soon as possible.
- d. When the Board dismisses an employee pursuant to this Clause, the employee shall be given thirty (30) days' salary in lieu of notice.
- e. Disputes resulting from dismissal shall be subject to the grievance procedure, and may be commenced at the option of the Union at Step Three (Article A.6.4) of the grievance procedure.

### 6. Discipline and Dismissal for Reasons Other Than Less Than Satisfactory Performance

- a. The Board shall not discipline nor dismiss any employee save and except for just and reasonable cause.

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- b. Disputes arising out of dismissal or disciplinary action taken by the Board shall be subject to the grievance procedure. Grievances regarding dismissal, or grievances regarding suspension under Clause f. below, may be referred directly to arbitration as provided in Article A.6. With the approval of the Associate Superintendent - Human Resources or designate, the VTF may refer grievances regarding other disciplinary matters directly to Step Three (Article A.6.4) of the grievance procedure.
- c. Where an employee is under investigation by the Board for cause, the employee and the appropriate VTF Co-President shall be notified of that fact in writing prior to any interview with the employee in relation to the investigation. The notification will include the specific allegations. The employee shall also be advised of his/her right to be accompanied by a VTF representative at any meeting in connection with such an investigation. An initial discussion between the employee and the employee's Principal/Vice-Principal/Supervisor shall not be considered part of the investigation and shall not be referred to or admissible in any future hearings.
- d. When Board officials are considering discipline or dismissal of an employee, other than a suspension to which Section 15(5) of the *School Act* applies, there shall be a meeting of appropriate Board officials and the employee, who shall be advised of his/her right to be accompanied by a VTF representative. The employee and the appropriate VTF Co-President shall be given seventy-two (72) hours notice of such meeting.
- e. The Board shall not suspend or dismiss any employee, other than a suspension to which Section 15(5) of the *School Act* applies, unless it has, prior to such action, held a private session meeting of the Board in accordance with the process below:
  - i. The employee and the appropriate VTF Co-President shall be given seventy-two (72) hours notice of the meeting.
  - ii. The Board shall, concurrent with the notification in Clause i. above, provide the appropriate VTF Co-President with copies of all documents the Board intends to rely on at the Board meeting.
  - iii. At such meeting the employee shall be accompanied by the representative(s) and/or advocate(s) appointed by the VTF and they shall be entitled to make submissions on the employee's behalf at the meeting.
  - iv. The decision of the Board shall be communicated in writing to the employee and the appropriate VTF Co-President and shall contain a full and complete statement of the grounds for the decision.
  - v. The VTF may waive the right to such meeting.
- f. Suspension Under *School Act* Section 15(5)
  - i. Where an employee is suspended under Section 15(5) of the *School Act*, the provisions of Clause e. above shall apply. The Board shall provide the

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employee and the appropriate VTF Co-President with written reasons for the suspension. At that time any documents the Board intends to rely on at the meeting related to the suspension will also be provided to the employee and the VTF. The right to such meeting may be waived by the VTF.

- ii. The employee shall be accompanied by a representative(s) of the VTF and/or an advocate appointed by the VTF. The employee and the VTF representative(s) and/or advocate shall have the right to make submissions on the employee's behalf at the meeting.
- iii. The decision of the Board pursuant to Section 15(5) of the *School Act* will be communicated to the employee and the VTF in writing, and will include reasons if the appeal is denied.
- g. The Board and the VTF agree that matters of discipline are confidential and will not be released to the public prior to completion of arbitration.
- h. Summer School employees may have grievances arising from disciplinary action proceed directly to arbitration after the meeting referred to in Step Two (Article A.6.3) of the grievance procedure.
- i. Notwithstanding the provisions of Clauses e. and f. above, discipline of Summer School employees shall be pursuant to Clauses a., b., c., d., e.iv., and g. above. No disciplinary action arising from an individual's employment as a Summer School employee shall affect his/her regular employment with the Board unless the provisions of Clauses e. and/or f. above have been followed.

### **ARTICLE C.23: LAYOFF, SEVERANCE, AND RECALL**

#### 1. Layoff

Where the Board finds it necessary to terminate the appointment of an employee declared surplus to the needs of the District, such termination shall be in accordance with the provisions of this Article. Such terminations shall be effective at the end of the school term in which the notice of termination is given.

#### 2. Principle of Security

- a. The Board and the Union agree in principle that seniority of service in the employment of the Board entitles employees to a commensurate increase in security of employment.
- b. This Article applies to all employees on continuing contract as provided under the *School Act* including those on authorized leaves of absence and those otherwise specified.
- c. Employees who have been assigned as Principals, Vice-Principals, District Principals or appointed as officials of the Board, who are reassigned to positions



### Section C Employment Rights

covered by this Agreement shall be placed on the seniority list in accordance with the provisions of this Article and Section 21 of the *School Act*.

#### 3. Definition of Seniority

- a. In this Article seniority means an employee's aggregate length of service in the employment of the Board, including part-time service, under temporary appointment, and service on a continuing contract. For the purposes of calculating length of service, part-time service shall be reduced to its full-time equivalent (F.T.E.).
- b. In addition to the provisions of Article C.23.3.a, the seniority for an employee on a continuing contract shall include:
  - i. Teacher on call seniority accumulated pursuant to PCA Article C.2.3; and
  - ii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.
- c.
  - i. When the aggregate seniority of two (2) or more employees is equal pursuant to Clause a. and b. above, the employee who has the greater/greatest aggregate service as an employee on call with the Vancouver Board of Education prior to a temporary or continuing appointment shall be deemed to have the greater/greatest seniority.
  - ii. When the seniority of two (2) or more employees is equal pursuant to Clause i. above, the employee with the earlier/earliest VBE written offer of employment that was accepted shall be deemed to have the greater/greatest seniority.
  - iii. When the seniority of two (2) or more employees is equal pursuant to Clause ii. above, the employee with the greater/greatest aggregate service with other school authorities recognized for salary experience purposes in this Agreement with the Board shall be deemed to have the greater/greatest seniority.
  - iv. When the seniority of two (2) or more employees is equal pursuant to Clause iii. above, the employee selected by lot shall be deemed to have the greater/greatest seniority.
- d. For the purpose of this Article the following leaves of absence as defined in this Agreement shall count toward length of service with the Board:
  - i. Medical (health).
  - ii. Maternity.
  - iii. Secondment.
  - iv. Exchange.
  - v. VTF/VESTA/VSTA/BCTF/CTF/Education International Duties.
  - vi. Educational.
  - vii. Study Leave (which qualified for an increment).

## Section C Employment Rights

- viii. Jury Duty.
  - ix. Elected Public Office.
  - x. Extended Personal Leave (if related to study).
  - xi. Compassionate care leave (Article G.2).
- e. Any leave granted by the Board shall not constitute a break in service.

### 4. Definition of Qualifications

- a. In this Article necessary qualifications in respect of a position means the possession of a valid and subsisting teaching certificate of qualification issued by the B.C. College of Teachers or eligibility for membership in C.A.S.L.P.A. and one (1) or more of the following:
- i. A university teaching major, or its equivalent, directly related to the position, or
  - ii. At least one (1) full-time equivalent year of successful teaching experience in the position or in a similar position, or
  - iii. A reasonable expectation based on a employee's skills, abilities, professional development and overall experience that the employee will be able to perform the duties of the position (such duties to be determined by the Board) in a successful manner.
- b. Those Board officials responsible for employee assignment will determine whether an employee has the necessary qualifications for a particular position subject to the right of the employee to grieve the decision pursuant to Article A.6.

### 5. Security of Employment Based on Seniority and Qualifications

- a. If the Board is required to effect a reduction in the total number of employees employed by the Board, the employees to be retained on the staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications as defined in Clause 4. above for the positions available.
- b. The Board shall give each employee whose contract it intends to terminate pursuant to this Article a minimum of thirty (30) days' notice in writing, such notice to be effective at the end of a school term, and to contain the reason for the layoff. The employee may consult with an official of the Board at which time the list of positions available or to be held by employees with less seniority shall be discussed with the employee. The Board shall concurrently forward a copy of all notices of termination to the appropriate VTF Co-President.
- c. The reorganization made necessary by transfer or reassignments which may arise from the implementation of Clauses a. and b. above may necessitate the transfer of employees.
- d. The principles of layoff as established in this Article will apply to Speech/Language Pathologists within the Speech/Language Pathologists group, as

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specified in the Agreement. In addition, those Speech/Language Pathologists with teaching certificates will have the option, once designated for layoff, to replace the teacher with the least seniority in a job for which they are qualified. Conversely, teachers designated for layoff who are qualified as Speech/Language Pathologists will have the right to replace the Speech/Language Pathologists with the least seniority.

### 6. Employees' Right of Recall

- a. An employee's right to recall under this Article is lost if:
  - i. The employee elects to receive severance pay under Clause 10. below.
  - ii. The employee refuses to accept two (2) positions, for which the employee possesses the necessary qualifications, offered in writing by the Board, or
  - iii. Twenty-eight (28) months elapse from the date of termination and the employee has not been re-engaged.
- b. When a position on the staff of the District becomes available, the Board shall send out a descriptive notice of each vacancy to all employees on the recall list. The person who is selected to fill each vacancy shall be the employee who applies who has the greater/greatest seniority, and who possesses the necessary qualifications. If the employee who is offered the position declines the offer, the position shall be offered to the employee who has the next greatest seniority, the necessary qualifications and who has applied. All positions shall be filled in this manner while there are employees remaining who have a right to recall pursuant to this Article.
- c. An employee who is offered recall shall inform the Board whether or not the offer is accepted within three (3) working days of the receipt of such offer.
- d. The Board shall allow thirty (30) calendar days from an acceptance of an offer for the employee to commence his/her duties. The Board and the employee may agree to extend this time limit. The Board may employ an employee on a temporary contract or an employee on call in the position until the employee accepting the position is available.
- e. Upon recall an employee shall be entitled to a continuing appointment. However, while an employee is on the recall list, the Board may offer a temporary assignment pursuant to Clause f. below.
- f.
  - i. Upon acceptance of a temporary assignment, an employee shall retain his/her former continuing appointment recall status even though the interim assignment may be for a specified term and/or for an amount of employment different from the continuing appointment recall status. Such an interim assignment does not jeopardize the employee's right to all of the recall provisions contained in this Article.

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- ii. Time accumulated on such assignments will be calculated as part of the employee's service in accordance with Article C.23.3.a.
- iii. When employees on the recall list apply for posted assignments which begin September 01 or January 01, seniority will be calculated respectively as of June 30 or December 31. When employees on the recall list apply for mid-year postings (assignments that begin on dates other than September 01 or January 01), seniority will be calculated as of the closing date of the postings.
- g. No employee shall be hired or retained in employment while there is an employee with greater seniority on the recall list who has the necessary qualifications for that position and who applies.
- h. An employee on the recall list is responsible for keeping the office of the Superintendent of Schools informed of changes of name, address, telephone number and qualifications. For purposes of this Article, an offer sent to the last known address by registered mail and returned as undeliverable will constitute a refusal under Clause a.ii. above.

### 7. Employee Seniority Lists

- a. The Board shall provide the Union with two (2) copies of a printout by seniority of the September payroll as well as a seniority list by November 30 of each year which shall be a list of all employees of the Board, setting out the length of District seniority, as defined in Clause 3.a. above as it was on September 01 of that year.
- b. The Board shall forward to the Union a recall list by seniority not fewer than two (2) times each school term.
- c. All deletions, additions or other changes as they occur shall be communicated in writing to the Union by providing a copy of all relevant correspondence pertaining to members of the Union.

### 8. Sick Leave

An employee recalled pursuant to the provisions of Clause 6. above shall be entitled to all sick leave credit which had been accumulated at the date of termination.

### 9. Benefits

- a. The employees' benefits (medical care, extended health care, dental care and life insurance) shall continue for the period of prepayment or for two (2) months immediately following the termination of employment, whichever is greater.
- b. An employee who retains a right of recall pursuant to Clause 6. above shall be entitled, if otherwise eligible, to maintain participation in the benefits listed in Clause a. above (or to those provided to employees on continuing contract) by

## Section C Employment Rights

making payment to the Board, monthly in advance, of the full cost of such benefits.

### 10. Severance Pay

- a. An employee on continuing appointment whose contract is terminated or an employee on temporary contract for more than one (1) year, whose contract is not renewed, except an employee whose contract is terminated or who is dismissed pursuant to Sections 110 or 15(5) of the *School Act*, may elect to receive severance pay at any time up to the end of the recall period as defined in Clause 6. above.
- b. Severance pay shall be calculated at the rate of five per cent (5%) of one (1) year's salary for each year of continuous service, F.T.E., rounded to the nearest month, to a maximum of one (1) year's salary. Salary on which severance pay is calculated shall be based on the employee's full-time scale salary at the time of the employee's notice of termination or, in the case of temporary employees, at the expiration of two (2) or more successive contracts.
- c. An employee who receives severance pay pursuant to this Clause and who is subsequently rehired by the Board, shall retain any severance payment. In such a case, for purposes only of Clause b. above, the calculation of years of service shall thereafter commence with the date of such rehiring. Accumulated sick leave credits shall be reinstated as in Clause 8. above.

### 11. Appeal Procedure

Where a difference arises between the parties relating to the interpretation and application of the provisions of this Article, all such matters shall be adjudicated through the grievance procedure as set forth in Article A.6.

## Section D Working Conditions

### **SECTION D WORKING CONDITIONS**

#### **ARTICLE D.1: REMOVED BY LEGISLATION**

#### **ARTICLE D.2: REMOVED BY LEGISLATION**

#### **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:
  - a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;

## **Section D Working Conditions**

- b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - c. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - d. The hearing shall commence within a further ten (10) working days; and
  - e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

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

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

## **Local Language**

4. Elementary and Secondary Instructional and Preparation Time
  - a. Instructional time shall be defined as time during the school day for instructional purposes including time spent in the classroom instructing students, homeroom, recess in elementary school, time for students to change classrooms in secondary school, and preparation time.
  - b. The instructional time for full-time employees shall be twenty-five (25) hours per week for elementary school employees and twenty-seven and one-half (27 1/2) hours per week for secondary school employees. The instructional time shall be pro-rated for part-time employees.

## Section D Working Conditions

- c. i. In elementary schools, the school day for instructional purposes shall not exceed five (5) hours and thirty (30) minutes, inclusive of fifteen (15) minutes for recess in the forenoon, and the total hours in the school days in any calendar week shall be twenty-five (25) hours. In addition, there shall be a regular lunch intermission. When instructional time is lengthened four (4) days a week in order to provide a shortened instructional time on the fifth (5th) day, the use of the time thus provided shall be at the discretion of the employee concerned.
- ii. Half (½ ) day kindergarten hours are as follows:
  - (a) Kindergarten hours shall be defined in relations to Article D.4.4.c.i
  - (b) AM half-day Kindergarten positions shall be posted as 0.53 FTE.
  - (c) PM half-day Kindergarten positions shall be posted as 0.48 FTE.
  - (d) Any teacher instructing both a morning and an afternoon half-day Kindergarten, at one (1) or more worksites, will be considered as 1.00 FTE. The employee will be compensated with two (2) days in lieu at a time during the school year mutually acceptable between the Principal(s) and the employee. Days in lieu cannot be carried forward to subsequent school years.
  - (e) Should there be changes to the *School Act* that affect Article D.4.4.c.ii.(b) to (d) above, the FTE will be adjusted accordingly.
- d. In secondary schools, the school day for instructional purposes shall not exceed six (6) hours, and the total hours in the school days in any calendar week shall not exceed thirty (30) hours. In addition, there shall be a regular lunch intermission.
- e. Notwithstanding Clauses c. and d. above an employee may choose, with the agreement of the Principal, to teach a class outside the regular school day.
- f. Whenever practical, part-time assignments in secondary schools shall be scheduled in consecutive teaching blocks.
- g. i. The instructional time of full-time elementary employees shall include a minimum of ninety (90) minutes per week of non-instructional time, exclusive of recess. Such time shall be pro-rated for part-time employees.
- ii. Employees on call are entitled to the regularly scheduled prep time for the teacher they are replacing
- h. i. Full-time secondary employees shall receive a minimum of one (1) unscheduled block of non-instructional time out of an eight (8) block timetable (twelve and one-half per cent (12.5%) of classroom instructional time). Other equivalent arrangements will be made in semestered schools.



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- ii. Emergency coverage without entitlement to compensation will be provided by a teacher during a preparation period in the following circumstances;
  - (a) the late arrival or failure of a teacher or employee on call to attend during the first block of the day
  - (b) any emergency, such as sudden illness, necessitating the absence of a teacher from the classroom
  - (c) large workshops or activities, sponsored by the VTF, the VBE, or a government ministry, which exhaust the employee on call supply
  - (d) epidemics which exhaust the employee on call supply

Emergency coverage will be provided on an equitable basis which causes minimum disruption.

- iii. (a) If the Board fails to provide an employee on call in circumstances other than those listed in ii. above, a teacher who is required to “cover” for an absent colleague shall be entitled to compensation. Such circumstances include covering for an absent employee after the conclusion of the first block. If the Board is unable to provide an employee on call by the conclusion of the morning session, all teachers who provide coverage, including the teacher in the first block, shall be entitled to compensation.
  - (b) For each lost preparation period identified in iii.(a) above, one (1) compensatory period of unscheduled time shall be provided, at a time and date agreed upon by the Principal and the teacher. Teachers who believe they are entitled to compensations should speak directly to their Principal.
- iv. In the case of Ministry, advanced placement or staff committee approved school-based large group examinations which occur while classes are in session and where support teachers are unavailable, teachers may be required to supervise without entitlement to compensation.
- v. The Principal will not be responsible for arranging coverage for other non-emergency situations. However, in those cases the Principal shall be made aware of any such proposed arrangements.
- vi. Employees on call are entitled to the regularly scheduled prep time for the teacher they are replacing.
  - i. In accordance with past practice, one (1) additional block of non-instructional time out of an eight (8) block timetable shall be provided for each F.T.E. employee supervising a Career Preparation Program.
  - j. An employee will be provided one (1) day of release time in order to plan, prepare and organize if, during the course of the school year he/she is required to move to

## **Section D Working Conditions**

a new school as a result of school reorganization or other administrative decision. Up to one (1) day may also be granted for emergent situations, such as if a classroom is destroyed or damaged beyond immediate use or repair.

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

[This article is not applicable in SD 39 as of June 24, 2008]

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

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- iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - iv. The hearing shall commence within a further ten (10) working days; and
  - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
6. Where a middle school program has been established on or prior to ratification of this Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

### **ARTICLE D.20: TEACHER WORKLOAD**

**1. through 8. are intentionally left blank through Legislation.**

#### 9. Supervision

No elementary teacher shall be required to provide noon hour or recess supervision, except on an emergency basis. Secondary teachers shall not be required to provide more than sixty (60) minutes of supervision per month, averaged over the school year.

#### 10. Alteration of the Instructional Timetable

For the purpose of providing employees with time for staff planning, staff development, or for reporting to parents, a Principal may, after discussion at a Staff Committee meeting, alter the instructional timetable to permit employees to be relieved of instructional duties by using one (1) or more of the following, with the approval of the Associate Superintendent:

- a. An alternative method of staff assignments.
- b. An adjustment of the hours of instruction.
- c. Any other suitable procedure.

Such approval shall not unreasonably be denied.

#### 11. **Intentionally left blank through Legislation.**

#### 12. Role of Teacher Assistants

- a. Teacher assistants shall work under the direction of an employee and/or a Principal. Employees shall not be responsible for the evaluation of teacher assistants working under their direction. Employees may, however, at their individual discretion, provide input to persons responsible for such evaluation.
- b. The role of the teacher assistant is one of assisting employees. Teacher assistants shall not be hired to design, assess or instruct educational programs but may, at the request of and under the direction of the employees to whom they are assigned, perform such duties as determined by the employee.

## **Section D Working Conditions**

- c. Teacher assistants may provide supervision for short term periods within the instructional day, during the absence of the teacher, such as during School-Based Team meetings.
- d. For the purposes of this Clause, the term "teacher assistant" shall mean any person outside the bargaining unit who is hired to, or volunteers to, assist employees.

### 13. School Year

- a. The regular work year shall be the standard school calendar prescribed by the School Calendar Regulation under the *School Act*.
- b. In the event that a local school calendar is approved in accordance with the provisions of the School Calendar Regulation and made available by the Board, the local school calendar shall be the regular work year for the employees who are employed in that school.
- c. Any dispute regarding the interpretation, application or alleged violation of Clauses a. and b. above, or any other Article directly affected by the School Calendar Regulation under the *School Act*, may be referred to Colin Taylor, Q.C. who shall hear the matter under the expedited arbitration provisions of Article A.6.10., Expedited Arbitration.
- d. Work beyond the regular work year as defined in Clause a. above shall be voluntary. An employee who is requested and agrees to summer employment shall be paid at his/her daily rate on scale. Such an employee may, with prior written approval of his/her Principal or supervisor, take up to three (3) of these days as compensatory time at a mutually acceptable time during the school year in lieu of receiving payment.

## **ARTICLE D.21: TECHNOLOGICAL CHANGE**

### 1. Definition

For the purpose of this Agreement the term "technological change" shall mean the introduction of machinery or equipment different in nature, type or quantity from that previously utilized, or a change in the manner in which the Board carries out its business resulting from the introduction of such machinery or equipment, that would create a layoff or transfer of continuing employees. "Transfer" shall mean reassignment to a different school.

### 2. Notification

When the Board intends to introduce a technological change as defined herein, it will notify the Union in writing, a minimum of ninety (90) days prior to its introduction.

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### 3. Information

The notice of intent to introduce a technological change shall contain:

- a. The nature of the change.
- b. The date on which the Board intends to effect the change.
- c. The approximate number, type and location of employees likely to be affected.
- d. At the Board's discretion, any other effects on employees and their working conditions.

The Board shall update this information as new developments arise and modifications are made.

### 4. Discussions

The parties will meet within thirty (30) days of the above notice in an attempt to resolve any problems associated with displacement of employees. Such discussions may include:

- a. The provision of training or retraining to one (1) or more employees.
- b. The transfer or reassignment of employees to other assignments.
- c. The possible effects the change may have on employee health and safety as available through the Workers' Compensation Board of B.C.
- d. The entering into of letters of agreement protecting employees.

If no agreement is reached on the introduction of the technological change, the Board will institute the change, subject to any affected employee's right to subsequently grieve. It is understood no present continuing employee will be laid off nor involuntarily receive a reduction in the percentage contract solely due to the introduction of technological change. This protection is contingent on the acceptance of any training offered.

## **ARTICLE D.22: HEALTH AND SAFETY**

### 1. District Health and Safety Committee

- a. A District Health and Safety Committee shall be established in accordance with the provisions of the Occupational Health and Safety Regulation of the *Workers' Compensation Act*. The Committee shall be comprised of representatives of the VTF, the Board and other employee groups. The VTF shall have four (4) representatives.
- b. The purpose of the Committee will be to fulfill those functions mandated by the Occupational Health and Safety Regulation, and to provide recommendations to the Board (or a committee of the Board) to assist in maintaining a safe and healthful work environment, as follows:

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- i. To monitor accidents and injuries.
    - ii. To investigate complaints of unsafe or unhealthy conditions that have been reported and investigated, but not resolved at the school level.
    - iii. To determine that regular inspections have been carried out.
    - iv. To recommend measures required to attain compliance with the *Workers' Compensation Act* and Regulations.
    - v. To consider recommendations from the Union(s) and recommend implementation where warranted.
  - c. When an employee member of the District Health and Safety Committee is required to perform a function of this Committee during the school day, the Board shall provide the employee with release time necessary to perform this function.
  - d. The District Health and Safety Committee shall ensure that each worksite has a minimum of three (3) current copies of the Occupational Health and Safety Regulation of the *Workers' Compensation Act* and three (3) copies of the Workplace Hazardous Materials Information System (WHMIS) Information Kits.
  - e. The Board shall ensure that the Workplace Hazardous Materials Information System (WHMIS) is fully implemented in all worksites in the District.
  - f. The Board shall provide an education program to ensure that employees engaging in the use of hazardous materials understand the WHMIS labels and the Material Safety Data Sheets (MSDS), and are fully instructed in precautionary measures concerning specific materials.
2. Worksite Health and Safety Committees
- a. Health and Safety Committees will be established in each school, annex or worksite as required by the *Workers' Compensation Act* and Regulations. Where such committees are not so required, health and safety matters will be handled by the Staff Committees.
  - b. Where an employee member of the Health and Safety Committee referred to in Clause a. above is required to perform any inspection(s) during the school day, the Board shall provide the employee with the necessary release time to perform this function.
3. Safety of Working Conditions
- a. Where an employee believes that a work condition may be unsafe, he/she shall report such condition to the Principal/Supervisor. The matter shall be resolved at the local level whenever possible.
  - b. An employee shall, in accordance with Regulation 3.12 of the Occupational Health and Safety Regulation, have the right to refuse work if that person has

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reasonable cause to believe that there exists an undue hazard to his/her health or safety. Where such cause exists, he/she shall not be disciplined for refusal to work. He/she shall report the condition immediately and refer the matter to his/her Principal/Supervisor and will participate, in accordance with Regulation 3.12 of the Occupational Health and Safety Regulation, in the investigation of the matter.

**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.



## Section E Personnel Practices

### 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

## Section E Personnel Practices

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:

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- 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

## Section E Personnel Practices

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;

## Section E Personnel Practices

- vii. outlining any Board policy for dealing with harassment and sexual harassment;
- viii. outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

### **ARTICLE E.20: DISCRIMINATION**

#### 1. Racial/Ethnic Discrimination

"Racial/Ethnic prejudice is unjust behaviour shown against people simply because of their ethnic origin, language, colour, race or religion."

#### 2. Non-Discrimination

- a. No employee shall be discriminated against (direct discrimination or adverse effect discrimination) on the basis of race, colour, ancestry, place of origin, religion, gender, sex (including gender identity), sexual orientation, age, marital status, disability or family status. Where there exists a bona fide occupational requirement it shall not be considered discrimination.
- b. Nothing in Article E.1. and E.20. requires the affected employee to actually possess a characteristic that is the basis for discrimination.
- c. It is understood and agreed by both parties that certain circumstances may result in gender preference for purposes of privacy in changing areas, role modeling or correction of endemic discrimination.

#### 3. Union Activity

Neither the Board, nor any person acting on behalf of the Board, shall seek by intimidation, by threat of dismissal, or any other kind of threat, or promise, or by threat of imposition of a penalty, to compel or to induce an employee to refrain from:

- a. Becoming or remaining a member or officer of the VTF (including VSTA or VESTA) or BCTF
- b. Participation in any lawful activities of the VTF (including VSTA or VESTA) or BCTF
- c. Exercising any right under this Agreement or the *Labour Relations Code*.

#### 4. Procedures

In the event that an employee feels that he/she has a complaint under Clause 2., 3., above or Article E.1., the employee should proceed through the grievance procedure contained in Article A.6 after informing the alleged offender. In cases where the employee may allege such a grievance is against the Principal, the employee may, after informing the Principal, proceed to Step Two (Article A.6.3) of the grievance procedure. All other steps of the procedure may then be followed as necessary for the resolution of the grievance.

**Section E Personnel Practices**

**ARTICLE E.21: POSTING AND FILLING VACANCIES**

1. In this Article, "vacancy" shall be defined as a position which the Board intends to fill and has not filled through a reassignment. Such vacancy may be:
  - a. A newly created position; or
  - b. An existing position, vacated by an incumbent on a continuing contract.
2. When the Board becomes aware that a position will be vacant for longer than three (3) consecutive months in a school year it shall immediately post the position for seven (7) calendar days at the Union and Area Offices and concurrently at all worksites. Each posting shall describe the term, general nature and location of the assignment(s) and shall include the process and deadline for application.
3. Employees may apply for posted positions on the following basis:
  - a. Candidacy for positions which will be vacant for one (1) year or longer shall be open to all employees in the District, subject to the provision of Clause 18. below.
  - b. Candidacy for positions which will be vacant for more than three (3) consecutive months in a school year shall be open only to employees returning from leave, employees on call, and employees holding positions which will terminate prior to the starting date of the posted position. If no qualified applicant applies, the Board may hire from outside the District.
4. Other than for Clause 3.b above, applicants will be interviewed and offered positions in the following order:

Category (A)	Principals/Vice-Principals returning to teaching, those returning from VTF, BCTF and C.T.F. leave, subject to the provisions of Article G.21.30.f.
Category (B)	Board-initiated transfers, employees surplus to a school, employees committed to a transfer, employees returning from leave except for sick leave as outlined in Article G.20.4.a.ii., or part-time employees seeking full-time assignment.
Category (C)	Employees with continuing contracts other than those mentioned in Clauses a. and b. above.
Category (D)	Employees on the recall list.
Category (E)	Employees on temporary contract who are recommended for retention in the District by their Principal/Vice-Principal/Supervisor.
Category (F)	Employees hired by the Board.

5. An outside applicant maintains his/her category (F) status pursuant to Article E.21.4. until the applicant's continuing assignment begins.

## Section E Personnel Practices

6. Applicants from a lower priority group will not be interviewed unless there is no applicant from a higher group who meets the requirements for the position as listed in the posting.
7. It is understood the vacancy may be modified prior to posting as the result of reorganization within the school. It is also understood the vacancy being filled may be modified prior to filling due to enrolment/program changes.
8. Employees who are working as and wish to transfer as a job-share team shall be permitted to apply and transfer as a team.
9. In each of the groups defined in Clause 4. above, when two (2) or more employees have relatively equal qualifications (including teaching experience and suitability to the particular position), the position shall be offered to the applicant with the greater/greatest seniority. In the case of employees applying as a team, the seniority shall be calculated by averaging the partners' seniority.
10. By February 15 each year the process and time deadlines for voluntary employee transfers will be published in the bulletin.
11. Employees will be given the opportunity to be interviewed by a Human Resources Manager concerning their goals and qualifications.
12. Subsequent to the interview referred to in Clause 11. above, an employee who commits to a transfer shall inform the Human Resources Division in writing by March 15 of each school year. His/her position will then be considered vacant for the purpose of posting.
13. An employee committed to a transfer as referred to in Article E.21.4. shall not be permitted, in the same school year, to apply back to his/her former position or to essentially the same position as the employee's former position at his/her previous worksite.
14. Interviews will be conducted by a committee composed of the administrator(s) and employee(s) from the staff of the school.
15. Offers made will be accepted or rejected within twenty-four (24) hours. An employee who has accepted a position shall not be eligible to participate in this process until the subsequent school year without the agreement of the Associate Superintendent - Human Resources or designate.
16. The Board will endeavour to inform all applicants who were interviewed within one (1) working day of the position having been filled. All applicants shall be so informed within two (2) working days. A Principal/Vice-Principal shall, upon request, provide verbal reasons for the committee's decision to any unsuccessful applicants.
17. After June 15 of each school year, all placements will be made and individuals informed of such by the Human Resources Division. For individuals who do not have an assignment, the provisions of Clause 4. above shall apply.

## **Section E Personnel Practices**

18. When a permanent vacancy as defined in Clause 1. above is posted during the school year, the successful applicant shall fill the position at the beginning of the next school year. With the approval of the Associate Superintendent - Human Resources, for educationally sound reasons, the position may be filled either immediately or at the next natural break as determined by the parties.

### **ARTICLE E.22: EMPLOYEES APPLYING FOR TEACHER CONSULTANT OR MENTOR POSITIONS**

1. An employee applying for a Teacher Consultant or Mentor position must have been in a continuing position with the Board for five (5) or more years.
2. Teacher Consultant or Mentor postings shall be for a two (2) year term with, at the Board's discretion, a one (1) year extension.
3. It is understood that a Teacher Consultant may not apply for another Consultant position without one (1) year's school experience between appointments.
4. Article E.21.4. will not apply to the filling of Teacher Consultant or Mentor positions.
5. The Board will post positions in February. If through the budget process new Consultant and/or Mentor positions are established, the posting timelines shall be pursuant to Article E.21. Posting times other than the two (2) previously mentioned must be agreed to by the Union and the Board.

### **ARTICLE E.23: SCHOOL BASED/DISTRICT PROGRAM ASSIGNMENTS**

1. The Board will initiate the placement of programs and students.
2. Programs are supported and may be modified by the Board.
3. School Based/District Program assignments will be posted/advertised by the individual schools.
4. In circumstances where specialized knowledge is required, the parties may each appoint one (1) additional committee member (one (1) from the Board and one (1) from the VTF). Such appointments will be facilitated through Human Resources.
5. An employee in a school based/district program assignment has site/school-based rights including the right to reorganize into the school.
6. All district programs are defined as school based except for the following:

Provincial Resource Programs (PRP)



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B.C. Rehab - G.F. Strong Centre School Program  
Eating Disorders - B.C. Children's Hospital  
B.C. Children's Hospital Adolescent Psychiatric Unit  
B.C. Children's Hospital (BCCH) Hospital School Program  
B.C. Children's Hospital Child Psychiatry Unit School Program  
Transition Program for Academically Gifted Students Preparing for  
Early University Entrance  
Sunny Hill School Program  
Peak House  
Canuck Place  
Special Ed Tech (B.C.) SET B.C.  
Vancouver Learning Network (VLN)

7. It is understood that this does not prohibit the Board from deleting from or adding to the above list during the life of the contract. The Board agrees to give the VTF fourteen (14) days notice of any changes to the above list.

### **ARTICLE E.24: CHANGES IN SPEECH/LANGUAGE PATHOLOGIST ASSIGNMENT**

1. A Speech/Language Pathologist's assignment need not be confined to one (1) area and may include sites anywhere in the district.
2. By February 28 each year the process and time deadlines for changes in assignment will be provided in writing to the Speech/Language Pathologists.
3. When a Speech/Language Pathologist position becomes available, the Speech/Language Pathologists will be given an opportunity to collegially discuss filling that position through re-assignment. Re-assignments through this process are subject to final approval by the Board.
4. A Speech/Language Pathologists will be given the opportunity to apply for a change of assignment and to be interviewed by his/her supervisor.
5. A Speech/Language Pathologist who is committed to a change in assignment shall inform his/her supervisor by April 30 of each school year.
6. A Speech/Language Pathologists who has committed to a change in assignment will be advised of all current assignments for which the Speech/Language Pathologist is considered to be qualified.
7. All applicants who are considered for an assignment will be informed when the assignments are completed.
8. By June 30 of each school year, all assignments will be made and Speech/Language Pathologists informed of such by his/her supervisor.

## Section E Personnel Practices

### **ARTICLE E.25: BOARD-INITIATED TRANSFERS**

1. Prior to February 15<sup>th</sup> the employee and the appropriate VTF Co- President will be given notice that a Board initiated transfer is being considered. The notice will include the reasons and circumstances and alternative measures taken, if any, giving rise to the contemplated transfer and will establish the time and place for a meeting with the employee.
2. Prior to making a decision to transfer the employee, the employee will have an opportunity to meet with an Associate Superintendent and, if deemed appropriate by the Board, the Principal. The employee will have the right to Union representation at the meeting. The meeting will take place within seven (7) working days of date of the notice to the employee
3. Should the Board decide to proceed with the transfer, the employee and the Union will be advised of the decision in writing, including the reasons for the transfer within five (5) working days of the date of the meeting.
4. The employee will have the opportunity to meet with the Associate Superintendent, Human Resources or designate within the Human Resources Division to discuss the transfer with the employee and give consideration to the employee's professional and personal goals.
5. The employee will be included in the Posting/Transfer Process with category (B) status pursuant to Article E.21.4.
6. The parties agree that the release of information regarding Board initiated transfers could adversely affect the teacher or the learning environment at the school. For that reason, the matter of the Board initiated transfer will not be released to students, parents and the general public, except when release of the information is necessary to obtain information from parents related to the reason for the transfer.
7. The parties agree that a meeting held as provided in paragraph two (2) above will be deemed to be the meeting stipulated in Article A.6.10.d. and Article A.6.4 of the Collective Agreement.

### **ARTICLE E.26: TRANSFER BECAUSE OF SURPLUS STAFFING**

1. Subject to the provisions of Clause 6. below, when it becomes necessary to transfer an employee because of surplus staffing, the employee at that school/worksites who has the least District seniority shall be considered first. Exceptions to the seniority provision would be made only on the basis of:
  - a. program protection, or
  - b. special qualifications, or
  - c. for employees on Maternity/Parental Leave. In this case Clause G.21.18.j would be followed.

## **Section E Personnel Practices**

2. An employee who is transferred for reasons of projected decline in enrolment, program closure, or situations which result in an employee being declared surplus, shall have the opportunity of returning forthwith to the position previously held in the event that the projected factors do not actually materialize.
3. Prior to a decision to initiate a transfer pursuant to Clauses 1. and 2. above, the worksite supervisor shall meet with the affected employee to discuss the reasons for the transfer.
4. Any employee who is to be transferred shall be informed of the transfer in writing as soon as possible but in any event no later than June 01 for transfers which are to be effective in the next school year.
5. Prior to effecting the transfer, the Associate Superintendent - Human Resources or designate within the Human Resources Division shall discuss the transfer with the employee and give consideration to the employee's professional and personal goals.
6.
  - a. Any employee who has been transferred pursuant to this Article shall not be subject to a further transfer because of surplus staffing for three (3) school years. The employee who voluntarily transfers within the three (3) school years will lose their remaining surplus protection.
  - b. An exception to clause a. above will be term positions where no surplus protection will be granted. When a term position ends or is ended before the end of the term originally contemplated, then any remaining previous surplus protection may be carried forward.

### **ARTICLE E.27: FILLING OF DISTRICT-BASED POSITIONS WITHIN THE BARGAINING UNIT**

1. For the purpose of this Clause, a District-based position shall be defined as one which is not filled through the school-based process in Clause E.21.14. above and has as its primary function:
  - a. Provision of professional support for regular class teachers.
  - b. Organization or provision of educational service to specific students or groups of students.
2. The Human Resources Division shall post all vacant positions as they occur. The provisions of Article E.21.1. above and, with the exception of the date limitations, the provisions of Article E.21.2. above, shall apply to such postings.
3. Candidates for District-based positions shall be interviewed by a selection committee which shall be composed of both Board and VTF representatives.

## Section E Personnel Practices

### **ARTICLE E.28: FILLING OF POSITIONS OF SPECIAL RESPONSIBILITY WITHIN THE BARGAINING UNIT**

1. For the purpose of this Clause, a position of special responsibility shall be defined as one for which an allowance is provided by Article B.22., other than the positions of Senior Teacher and Subject Representative.
2. The Human Resources Division shall post all vacant positions as they occur. The provisions of Clause E.21.1. above and, with the exception of the date limitations, the provisions of Clause E.21.2. above, shall apply to such postings.
3. Candidates for positions of special responsibility shall be interviewed by a selection committee which shall be composed of both Board and VTF representatives.

### **ARTICLE E.29: DISTRICT STAFF AND ADMINISTRATIVE VACANCIES**

1. Vacancies will be advertised in the bulletin concurrently with external advertising.
2. Where, in the opinion of the Board, qualifications and all other considerations are deemed to be equal between candidates, the internal applicant will be given preference.

### **ARTICLE E.30: EXTRA-CURRICULAR ACTIVITIES**

1. In this Agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally developed curricula.
2. The Board and the Union recognize and support the concept that extra-curricular activities are an important part of each school's educational program.
3. It is recognized that participation in extra-curricular activities by an employee shall be on a voluntary basis.
4. Non-involvement of an employee in extra-curricular activities is outside the scope of a report on the work of an employee.

### **ARTICLE E.31: PERSONNEL FILES**

1. For each employee, there shall be only one (1) District personnel file maintained at the District office. The file shall be complete with all documents normally kept in District personnel files and shall contain only material relevant to employment.
2. Any employee, including an employee on call, may request to consult his/her District personnel file in the presence of an employee of the Human Resources Division. Such a request will be granted at a mutually acceptable time.
3. After the employee reviews the file, a copy of any document requested shall be made available to the employee. It is understood there may be a small charge for such copying.

## **Section E Personnel Practices**

and the provision of such documents will be done as soon as practicable, subject to the availability of personnel.

4. When reviewing his/her file, the employee may be accompanied by an individual of his/her choice.
5. The employee shall receive a copy of any material of a negative or adverse nature that is placed in the District personnel file.
6. At the written request of the employee, letters of reprimand and related material shall be removed from the District personnel file after five (5) years provided no further disciplinary action has occurred.
7. Letters of suspension and related material may be removed by approval of the Associate Superintendent - Human Resources. An employee who wishes to have such material removed will make a written request to have such material removed to the Associate Superintendent - Human Resources for a meeting to discuss the issue. He/she may bring a VTF representative to the meeting. A written response to the request will be provided to the employee.
8. The provisions of Clauses 6. and 7. above shall not prevent the parties from agreeing, prior to arbitration and during the grievance procedure, to earlier removal of disciplinary material.
9. After removal from the file, the materials referred to in Clauses 6. and 7. above shall not form the basis for progressive discipline, but in future the employee cannot claim ignorance of the offence nor can he/she refer in any proceedings to an unblemished record with the Board.
10. Notwithstanding the provisions of Clause 1. above, no personnel file shall be kept on any employee hired to teach Summer School.

### **ARTICLE E.32: ASSISTANCE FOR AN EMPLOYEE SUSPENDED OR TERMINATED FROM EMPLOYMENT**

1. When an employee has received a suspension without pay pursuant to the provisions of Article C.22., he/she shall be entitled to the continuation of benefits as provided in Article B.7 and B.29. for the first month of any suspension. Thereafter, the employee shall pay full cost of the benefits for the remaining period of the suspension. The Employee Assistance Plan will be available to such an employee during the period of the suspension. If a grievance of the suspension is upheld, the Board shall reimburse the employee for the Board's share of the benefit costs.
2. When an employee has had his/her employment terminated pursuant to the provisions of Article C.22., he/she shall have continued access to the Employee Assistance Plan until the conclusion of appeal procedures provided by Article C.22. and Article A.6.

## **Section E Personnel Practices**

3. In addition to the provisions of Clause 2. above, the employee shall be entitled to the continuation of benefits as provided in Article B.7. and B.29 for a period of one (1) month after termination, or for the period of prepayment, whichever is the greater. For up to an additional six (6) months, the employee may continue with medical, extended health, and/or dental plan benefits, at his/her option, providing he/she pays the full cost of premiums in advance.
4. An employee who is suspended or who is subsequently reinstated after being dismissed as a result of accusations of child abuse or sexual misconduct shall be assisted in his/her return to duty. Such assistance may include a period of leave of absence, including up to two (2) weeks with pay if the allegations are not substantiated and, notwithstanding the applicable posting, filling and transfer provisions of Article E.21., first priority for transfer to a vacant position.
5. Where an employee has been reinstated to employment, the Board shall meet with the VTF and make every effort to agree to any public release of information on the matter.

### **ARTICLE E.33: APPEALS OF EMPLOYEE DECISIONS**

1. Where a pupil and/or parent/guardian files an appeal under the *School Act* (Section 11) and Board By-Law of a decision of an employee covered by this Agreement the employee shall have the following rights:
  - a. The employee shall be entitled to attend any meeting in connection with the appeal where the appellant is present and shall have the right to representation by the appropriate Union.
  - b. The employee whose decision is being appealed shall be entitled to receive, seven (7) days prior to their consideration, any documents to be considered during any stage of the appeal. The employee shall have the right to provide a written or oral response to such documents.
2. Subject to the provisions of Clause 1. above, Board policy "Appeal of the Decision of A Vancouver Board of Education Employee Pursuant to Section 11 of the *School Act*" will be followed. It is further agreed that no changes in the Board policy will be made until consultation takes place through the normal consultative process. No decision of the Board in carrying out such appeals, or any By-Law of the Board which alters this policy, shall abrogate rights of an employee as provided for in this Agreement.

### **ARTICLE E.34: ADMINISTRATION OF MEDICATION**

1. Employees will not be required to administer medication or supervise the self-administration of medication except in an emergency situation.

## **Section E Personnel Practices**

2. Employees shall not perform any medical or physical procedure that is liable to endanger the well-being of the student or other students or subject the employee to risk of injury, liability or negligence, except in an emergency situation. Such procedures include, but are not limited to, injections, catheterization, lifting a student, physiotherapy, feeding disabled students, postural drainage, manual expression of the bladder and toileting assistance.
3. Where medication is administered, or self-administration is supervised by an employee, the following conditions must be met:
  - a. Written authorization and instructions for administration of medication must be received from the student's attending physician, confirming that medication is required while the child is attending school.
  - b. The child's parent or guardian has made a written request for the school's assistance and has discussed the situation with school personnel.
  - c. Adequate instructions and training have been received from a qualified health care professional.
  - d. Appropriate storage is provided.
4. The Board shall indemnify and save harmless any employee against claims arising from the administration of medication, supervision of self- administration or performance of physical procedures.

### **ARTICLE E.35: TEACHER-IN-CHARGE**

1. When all Principals/Vice-Principals are absent from an elementary school or annex, and in each elementary school or annex which has a Senior Teacher he/she is also absent, the Principal/Vice-Principal shall designate an employee to act as Teacher-in-Charge and shall inform the staff of the identity of that person.
2. The Teacher-in-Charge shall strive to ensure that the safety of the students and the security of the school are maintained and shall deal with emergent matters.
3. A Teacher-in-Charge shall have no administrative responsibilities when a Principal/Vice-Principal is present at the school.
4. While acting as Teacher-in-Charge, the teacher is covered by all terms and conditions of this Agreement.
5. When deemed necessary by the Principal/Vice-Principal and after consultation with the Teacher-in-Charge, the Teacher-in-Charge shall be relieved of regular teaching duties and may be provided with an employee on call.

## **Section E Personnel Practices**

### **ARTICLE E.36: ORIENTATION OF NEW EMPLOYEES**

The Board shall offer an orientation workshop a minimum of once per school year. The VTF will be involved in the planning of each workshop.

## **SECTION F PROFESSIONAL RIGHTS**



## **Section F Professional Rights**

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

#### 1. Professional Autonomy

Employees shall, consistent with effective educational practice, prescribed, authorized curricula and locally developed programs, have individual professional autonomy in determining the methods of instruction, and the planning and presentation of materials in their professional assignments.

### **ARTICLE F.21: PROFESSIONAL DEVELOPMENT**

#### 1. Professional Development Fund

The Board's funding for professional and staff development activities will be established at an annual amount of decimal two two per cent (0.22%) of salary category 6 maximum per F.T.E. employee contracted as of September 01 of each year.

#### 2. Joint Conference Funds

- a. The Joint Conference Funds shall be maintained by the Board and the Unions.
- b. Contributions shall be based on a funding ratio of two to one (2:1), with the Board contributing two dollars (\$2.00) for each one dollar (\$1.00) contributed by the Unions.
- c. The Board and the Union(s) shall mutually agree on any increase in contributions.

#### 3. District Professional Development Committee

- a. The Board and the VTF shall establish and maintain a District Professional Development Committee composed of four (4) representatives of the VTF and four (4) representatives of the Board, including the Director of Instruction.
- b. The Committee will determine its own functions and terms of reference.

### **ARTICLE F.22: EDUCATIONAL AND CURRICULUM CHANGE**

#### 1. Educational and Curriculum Change Advisory Committee

- a. An on-going Educational and Curriculum Change Advisory Committee shall be established to advise the Board on educational and/or curriculum change in the District.
- b. The Committee shall be composed of four (4) representatives chosen by the Board and four (4) representatives chosen by the VTF and shall be chaired by the Director of Instruction.

## **Section F Professional Rights**

- c. The Committee shall be responsible for making recommendations to the Superintendent related to program and curriculum change issues, such as the following:
  - i. Time for implementation, collaboration, assessment and evaluation.
  - ii. Appropriate and adequate in-service and retraining.
  - iii. Program support materials.
  - iv. Space, facilities and equipment.
  - iv. Pilot testing of new programs.

## **SECTION G LEAVES OF ABSENCE**

## Section G Leaves of Absence

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

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

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

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

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

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

## Section G Leaves of Absence

- 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.)*

### Local Provisions:

8. Bereavement/Compassionate
  - a. With no deduction from pay, a maximum of three (3) days, with two (2) additional days for travel or other extraordinary circumstances with the approval of the Associate Superintendent - Human Resources or designate. This applies only in the case of death of a member of the immediate family. ("Immediate family" shall mean husband, wife, common-law spouse [including same sex relationships], child, brother, sister, parent, guardian, parent-in-law, grandparent, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and grandchild.) This definition includes any other relative if resident at time of death in the same household, and any other person with the approval of the Associate Superintendent - Human Resources or designate.

## **Section G Leaves of Absence**

- b. When travel arrangements or special circumstances associated with a bereavement leave make it necessary for the employee to be absent for more than five (5) days, or in the case of serious illness of an immediate family member where recovery is in doubt, a written request for extension of leave must be made to the Associate Superintendent - Human Resources, or designate. If the request for such leave is granted, up to an additional five (5) days leave may be available and shall be charged at the pay rate of an employee on call. Verbal approval may be sought and received in advance, provided a written confirmation is subsequently forwarded by the employee.

### **ARTICLE G.20: SICK LEAVE**

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

#### **1. Accumulation of Sick Leave**

- a. Sick leave is earned at the rate of one and one-half (1 1/2) days for each month the employee is in the service of the Board. Subject to the provisions of Clause 2.c. below, fifteen (15) days of sick leave shall be available to each employee at the beginning of the school year.
- b. For an employee who reports to work after the first day of the school year, sick days shall be advanced at the beginning of the month when the employee reports to work, prorated for the number of months in the service of the Board for the remainder of the school year.
- c. For the purposes of this Article "month in the services of the Board" shall mean a month in which an employee has worked and received salary from the Board.
- d. There is no maximum to the number of days of sick leave that may be accumulated.
- e. Employees commencing employment with the Board during the year shall have available to them the quota of sick leave benefits which would accrue to them for the balance of the school year.
- f. Employees who are in their first year of contracted employment with the Board, and who do not have sick leave from another District as provided for in PCA Article G.1, shall be provided with an additional five (5) days of leave.
- g. If an employee resigns from the Board's employ and subsequently resumes a position as an employee with the Board, he/she shall immediately be credited with the balance of all sick leave remaining to his/her credit at the time of his/her resignation except unused sick leave that was previously ported from VBE (SD 39) to another district pursuant to PCA Article G.1. Pursuant to Article G.1, an employee who is rehired to SD 39 is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in his/her previous school district.

## Section G Leaves of Absence

### 2. Sick Leave Allowance

- a. Any days during which the employee has been absent with full pay for reasons of illness or unavoidable quarantine shall be charged against any sick leave accumulated by the employee.
- b. When an employee is absent for more than ten (10) consecutive teaching days, he/she shall present a certificate signed by a duly qualified medical practitioner indicating the necessity for the absence.
- c. The Board shall recover unearned sick leave days paid from an employee by deducting the number of days used from his/her sick leave allowance at the commencement of the subsequent school year. If the employee does not accumulate enough sick leave to allow such repayment, the monies shall be repaid by the employee to the Board progressively throughout the school year. The Board shall notify the employee when it intends to make the recovery by payroll deduction. In any event, the unearned sick leave shall be recovered prior to the employee leaving the Board's employ or going on a long term unpaid leave.

### 3. Annual Statement of Sick Leave Balance

Each employee shall receive an annual statement of his/her sick leave balance including a list of dates for which sick leave was used during the previous school year; i.e. from September of one (1) year to June of the following year. Such statements shall be issued by the Board prior to September 30 of each year.

### 4. Assignments on Return from Sick Leave

- a. After consideration of the potential effect on the educational program, and on the receipt of written advice of the employee's physician, the Associate Superintendent - Human Resources or designate may grant him/her a partial return from sick leave. Where such approval has been granted the following conditions shall prevail:
  - i. The employee shall return to a reduced assignment and shall remain on sick leave for the balance of the assignment. Such an arrangement shall be for the current school year only.
  - ii. If the employee wishes to return to a reduced assignment in the following school year, it will be subject to review and to the approval of the Associate Superintendent - Human Resources.
- b. The Board is permitted to post long term sick leave vacancies as continuing when the vacancy is more than one (1) year, or is extended to more than one (1) year.

## Section G Leaves of Absence

- i. When an employee returns from long term leave at the beginning of the school year, the employee has the right to return to the same or comparable position at the worksite from which the employee took leave.
- ii. When an employee returns during the school year, the employee will be provided a position within the district but not necessarily at the worksite from which the employee took leave. At the beginning of the following school year, G.20.4.b.i above will apply.

### **ARTICLE G.21: LEAVES**

Every employee has the obligation to fulfill his/her employment contract unless the Board grants such employee leave of absence. Except in an emergency situation, all requests for leave shall be made in writing to the Human Resources Division of the Board. Leaves shall be available to members of the Union under the following terms:

#### 1. Accident

Treated as illness unless the accident is covered by Workers' Compensation, in which case special arrangements are made as in Clause 7. below.

#### 2. Adoption

- a. In the case of adoption or legal guardianship, adoption leave without pay shall be granted and shall commence from the date of arrival of the child in the home. All relevant provisions of Maternity Leave and Parenthood Leave shall apply.
- b. Leave may be granted to either parent (or both if both are employees of the Board) for mandatory interviews or travelling time to receive the child, if, in the opinion of the Superintendent of Schools, school time is essential.

#### 3. Attendance At Hearings

- a. The Board recognizes the right of an employee to attend grievance hearings and/or College of Teachers hearings. The parties agree that whenever possible grievance meetings shall be scheduled outside of instructional time.
- b. Where an employee is subpoenaed to attend a College of Teachers hearing it shall be with no deduction from pay. The employee must forward the subpoena to the Associate Superintendent - Human Resources in advance of the hearing.

#### 4. A Circumstance Beyond the Employee's Control

The pay rate of an employee on call, whether or not an employee on call is required, for an absence up to a maximum of five (5) days, provided that the Board finds acceptable the explanation given by the employee when requesting or justifying the leave. No reasonable excuse will be denied. In the event of such absence after a maximum five (5) days the total amount of the employee's pay may be deducted.

## Section G Leaves of Absence

### 5. Citizenship Court Appearance

Two (2) half-days with no deduction from pay for an employee to attend his/her interview and official granting of citizenship in Citizenship Court.

### 6. Deferred Salary Leave Plan

Employees who participate in the Deferred Salary Leave Plan (D.S.L.P.) shall be granted leave under the terms of the Plan. The Board shall administer the Plan and shall forward contributions to a designated financial institution as provided for in the current Plan. This leave shall be without pay and at no cost to the Board other than general administrative costs.

### 7. Disabilities Covered by Workers' Compensation

- a. Where an employee suffers from a disease or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and he/she is entitled to compensation therefore under the *Workers' Compensation Act*, he/she shall not be required to use his/her sick leave credits for time lost, during the first twelve (12) months, by reason of any such disability.
- b. All monies received by an employee by way of compensation for loss of wages under Clause a. above shall be paid to the Board. In return, the Board shall pay the employee the full amount of his/her wages to which he/she would have been entitled had the disability not been suffered or incurred.
- c. Compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during the period of temporary disability.
- d. Monies received by an employee from the W.C.B. in compensation for loss of income from employment with a different employer shall not be paid to the Board. Notwithstanding the employee's right to access his/her accumulated sick leave as provided in Article G.1 and G.20., disabilities arising from employment with another employer will likewise not result in Board payment under Clause a. above.

### 8. Disabilities Not Covered by Workers' Compensation

Where an employee is paid his/her wages by the Board while he/she is absent from his/her employment by reason of any disability other than one for which he/she would be entitled to receive Workers' Compensation benefits, and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount so recovered to the Board. Upon the Board receiving such amount it shall credit the employee paying the same with the number of days of sick leave proportionate to the amount so recovered.



## Section G Leaves of Absence

### 9. Educational

There shall be an Educational Leave Committee which shall consist of two (2) representatives from the VTF and two (2) from the Board, including the Associate Superintendent - Human Resources who shall chair the Committee. The Committee shall develop rules and guidelines governing Educational Leave (to be approved by the Superintendent), adjudicate requests made in writing to the Associate Superintendent - Human Resources and forward to the Board recommendations regarding the granting of such leaves.

The Board shall include in its annual budget a sum of money equal to decimal zero five per cent (.05%) of category 6 maximum for each F.T.E. employee in the District. Any monies not allocated in a given year shall be carried forward to the subsequent year(s).

- a. Educational Leave shall be considered for applicants with a continuing appointment. The general welfare of the school system and the professional competence of the employee are the prime considerations in granting such leave.
- b. Educational Leave shall be for the purpose of study or research. During the period of leave, the employee shall not engage in remunerative employment unless otherwise agreed.
- c. All applications rejected by the Committee shall be accompanied by a written explanation for the grounds for such rejection. The decision of the Committee shall not be grievable.
- d. The Board may grant Educational Leave to continuing employees for the purpose(s) of approved study, research, curriculum development or professional development as follows:
  - i. One (1) school year.
  - ii. Less than one (1) school year, but longer than ten (10) school days.
  - iii. Ten (10) school days or less, normally for leaves taken at the end of the school year.
- e.
  - i. Pay for leave authorized by the Board pursuant to Clause d.i. above shall be for an amount equivalent to sixty per cent (60%) of the employee's annual salary and allowances.
  - ii. Pay for leave pursuant to Clause d.ii. above shall be at the rate of sixty per cent (60%) of the employee's scheduled salary and allowances.
  - iii. Pay for leave for ten (10) school days or less may be at the rate of one hundred per cent (100%) of the employee's scheduled salary and allowances.

## Section G Leaves of Absence

- iv. The Board and the employee shall continue to make contributions to applicable benefits during the period of the leave.
- f. Leave granted pursuant to Clause d.i. above shall be subject to the following:
  - i. An employee must have served at least five (5) consecutive school years with the Board immediately preceding date of requested leave.
  - ii. No employee shall be granted more than the equivalent of two (2) school years' Educational Leave with pay during his/her service with the Board.
  - iii. An employee shall not be eligible for a second school year of leave until seven (7) years have elapsed since the completion of the first school year of leave.
  - iv. An employee shall not be entitled to more than one (1) year of leave without pay in conjunction with one (1) year's leave granted pursuant to Clause d.i. above.
  - v. The employee must give an undertaking that he/she will remain in the service of the Board for a minimum of three (3) years immediately following return from leave, and in the event of failing to do so, must refund to the Board a pro-rated amount.
  - vi. The employee must submit to the Superintendent of Schools satisfactory proof of study or research.
  - vii. The school year for which leave with pay is granted shall be counted for salary purposes as a year of experience.
- g. Leave granted pursuant to Clause d.i above shall be subject to the following:
  - i. An employee must have served not less than one (1) year with the Board immediately preceding date of requested leave.
  - ii. No employee shall be granted more than a total of twenty (20) months' Educational Leave with pay during his/her service with the Board.
  - iii. Not more than ten (10) of the twenty (20) months may be taken within the fourth to eighth years of service. Within the next seven (7) years, the employee's total leave granted within this period shall not exceed ten (10) months.
  - iv. The employee must give an undertaking that he/she will remain in the service of the Board for a minimum of one (1) school year following the year in which the leave is granted.
  - v. Such leave shall not be granted to any employee who is within three (3) years of age of retirement.

## Section G Leaves of Absence

- vi. The period for which leave with pay is granted shall be counted for salary purposes as service with the Board.
- h. Application Procedure
  - i. An employee desiring leave pursuant to Clause d.i. above shall apply in writing to the Associate Superintendent - Human Resources on or before December 15 for the following September, giving reasons and details regarding the purpose of the leave. All applicants shall be informed of their status by March 01.
  - ii. An employee requesting leave pursuant to Clause d.i. above shall apply in writing to the Associate Superintendent - Human Resources at least three (3) months prior to the date of commencement of the leave.
  - iii. An employee desiring leave of up to ten (10) school days shall apply in writing to the Associate Superintendent - Human Resources at least four (4) weeks prior to the date of commencement of the leave.
  - iv. The Educational Leave Committee shall set application dates, procedures and the criteria for consideration for leaves of one (1) year and cause them to be published in the bulletin prior to November 15 of each year. For other leaves, the above information will be published at appropriate times throughout the school year as determined by the Committee.
- 10. Educational Ceremonies

One-half (1/2) day with no deduction from pay to receive a degree or a diploma from an educational institution or to be present when a member of the immediate family receives a degree or diploma. If the educational institution is outside the metropolitan area of Vancouver, an additional one-half (1/2) day shall be granted for travel, if required.
- 11. To Engage in Activities Closely Associated with Teaching or Speech/Language Pathology

The pay rate of an employee on call, whether or not an employee on call is required, provided that the Board authorizes the leave.
- 12. Examinations

One-half (1/2) day with no deduction from pay to undergo or write an examination related to his/her employment or, if required, one (1) full day with the prior approval of the Associate Superintendent - Human Resources.
- 13. Funeral

Up to one (1) day allowed with no deduction from pay.

## Section G Leaves of Absence

### 14. Illness

No deduction for the duration of the accumulated sick leave. In each case a doctor's certificate concerning the employee's illness shall be submitted as provided in Article G.1., and G.20..

### 15. Illness of an Immediate Family Member

Up to five (5) days of leave per year with no deduction from pay but with a deduction from the employee's sick leave.

### 16. International Amateur Competition

Leave approved by the Board for participation as a competitor or as a team official in Olympic, Commonwealth or Pan American competition shall be granted with no deduction from pay for a period not exceeding twenty-two (22) school days, and on the recommendation of the Superintendent of Schools where special circumstances exist, additional time may be granted on a pay basis to be determined by the Board.

The above regulations may be applied to similar competitions in fields other than athletics.

### 17. Jury Duty and Court Appearance

- a. The Board recognizes the right of an employee to attend Court for reasons which may be mandatory or personal. All such leave of absence for such Court attendance is subject to prior notice being given to the Associate Superintendent - Human Resources, in writing, when time permits, or by telephone to be confirmed later in writing if time does not permit.
- b. Mandatory attendance if summoned for jury duty or subpoenaed as a witness in a Court action, shall be with no deduction from pay provided that the employee shall produce a statement from an Official of Court of the time taken and the fees (if any) paid to the employee. This Clause does not apply to a witness who is the plaintiff in the action.
- c. Attendance at Court arising from an action involving the duties of an employee as an employee of the Board, subject to review and approval of the Board if the employee is a plaintiff in the action, shall be considered leave of absence with no deduction from pay.
- d. Leave of absence at the pay rate of an employee on call to an employee for a period not exceeding five (5) school days in any one (1) school year shall be granted to an employee who is a party to any Court action subject to the exercise of discretion by the Board if the employee is suspended pursuant to Section 15(5) of the *School Act* and subject to proof of attendance in Court.

## Section G Leaves of Absence

- e. An appropriate form for proof of attendance in Court is provided by the Board and is available in every school or at the Human Resources Division of the Board and shall be used by the employee (example attached as Appendix A).
- f. In the event that attendance in Court for any of the above reasons provides fees or damages awarded by the Court, specifically for any loss of salary, they shall be remitted to the Board for the time which the Board has provided either with no deduction from pay or at a deduction of the pay rate of an employee on call.
- g. All other such leaves of absence for attendance in Court not covered by the provisions of the above shall be charged at the pay rate of an employee on call for the first five (5) days and as Personal Leave without pay thereafter.

### 18. Maternity

Maternity Leave shall be defined by the *Employment Standards Act* with certain improved provisions contained in this section which have been designed to ensure adequate protection for an employee who is pregnant and to make certain that the transfer of the employee's responsibility is made with as little disruption as possible. Personal leave, without pay, may be granted in the case of an employee who wishes to extend the period of her absence prior to the birth of a child or Parenthood Leave may be granted following the birth of a child to provide for a longer period of absence than that provided by the *Employment Standards Act*.

- a. A pregnant employee who applies for Maternity Leave is required to give as much notice as possible but at least four (4) weeks written notice to the Board of the expected delivery of her child. The written notice shall be supported by a certificate from a duly qualified medical practitioner. The employee shall state her intention to apply for Maternity Leave and indicate the date of commencement, which date shall be decided by the employee and her physician. The Associate Superintendent - Human Resources shall confirm her application for Maternity Leave as well as the date of commencement in writing.
- b. Where there is supplied a certificate from a duly qualified medical practitioner that a named employee is pregnant and that delivery of the child will probably occur on or about a specified date, the employee may be absent from school at any time or times during the eleven (11) week period immediately preceding that date.
- c. The employee who wishes to take leave earlier than the eleven (11) weeks allowed under the *Employment Standards Act*, Part 6, shall apply under the provisions of Parenthood Leave for a Pre-Natal Leave of Absence. Such application is not bound by Clause 2.b. of Adoption Leave and Clause 25.b. of Parenthood Leave Without Pay. Pre-Natal Leave of Absence may be granted at the written request of a pregnant employee as personal leave without pay and shall be in effect until the commencement date of Maternity Leave. Maternity Leave in this case will begin eleven (11) weeks before the expected date of delivery. Written notice is required for such leave and both steps a. and b. above must have been completed prior to the application.

## Section G Leaves of Absence

- d. During Maternity Leave an employee may apply for Parenthood Leave instead of returning to duty within the required time provided that such application is made in writing during the month immediately following the birth of the child. Failure to maintain an employment status under either the Maternity Leave provisions or under the Parenthood Leave provisions as provided by Clause 25. below shall be regarded by the Board as the termination of employment by that employee.
- e. The "maternity leave period" is a total of up to eighteen (18) weeks from the date of commencement of Maternity Leave as set out in Clause a. above. Return to the service of the Board shall be granted to an employee on a continuing contract or on a temporary contract which has not expired during the maternity leave period. Not later than two (2) weeks prior to the termination of the maternity leave period the employee shall provide written notification of her intention to return to service.
- f. If, at the end of eighteen (18) weeks of Maternity Leave, an employee is unable to return on the specified date because of ill health, the regulations set out in Article G.1., and G.20. shall apply as if the employee had returned to her assigned position on the specified date.
- g. In the case of an incomplete pregnancy, death of a child, or other special situations, a written application, accompanied by a medical clearance certificate to return to duty earlier than provided in the leave, may be submitted by the employee to the Board.
- h. At the expiration of Maternity Leave, the employee shall have the option to return to her previous position, or to a suitable position provided one is available. However, where there are only six (6) weeks or less remaining in a school term the Associate Superintendent - Human Resources, in consultation with the Principal and Associate Superintendent may consider that a change of employee may cause serious disruption. In such cases, the employee may be assigned other duties until the first day of a new term; i.e., in September or in January, or may be granted, at her request and agreement an extension of leave without pay for such remaining period.
- i. For a school situation where it becomes necessary to transfer a teacher because of surplus staffing, and the teacher with the least seniority is a teacher on maternity leave, then prior to effecting the transfer, the teacher on such leave will be informed of two (2) options in writing:

Option 1: The transfer is initiated immediately in order to allow the teacher to participate in the transfer and posting process.

Option 2: The teacher will remain on the staff organization with no position assigned and the transfer is delayed until the expiration of the leave. If, at the expiration of the leave, the school situation continues to require the transfer of a teacher because of surplus staffing, then the teacher with the least seniority will be transferred. If the teacher with the least seniority is the teacher returning to duty from maternity leave, then Human Resources will place the teacher returning to

## Section G Leaves of Absence

duty in a position. If no position is available, then the teacher returning to duty will be assigned work as a permanent employee on call until a placement is available.

- j. The employee shall be issued with a record of employment by the Board on the commencement of Maternity Leave so that she may qualify for E.I. benefits.
- k. Maternity Leave shall be counted for salary purposes as service with the Board. The Board shall maintain medical, dental and life insurance benefits by paying both shares of the cost during the period of absence continued through the months of July and August if those months are included as part of the leave of absence or fall immediately after it or if the period of authorized leave would otherwise leave a gap in the maintenance of benefits.

### 19. Maternity S.U.B. Plan

- a. The Board agrees to enter into the Supplemental Unemployment Benefit (S.U.B.) Plan agreement with the Employment Insurance Commission in respect of maternity payments.
- b. Where such an arrangement is approved, and a pregnant employee on contract takes maternity leave pursuant to Clause 18. above, the Board shall pay ninety-five per cent (95%) of her current salary for the first two (2) weeks of leave, and where the employee is eligible to receive E.I. maternity benefits, the difference between ninety-five per cent (95%) of her current salary and the amount of E.I. benefits received by the employee for a further fifteen (15) weeks. The above payments shall occur between the Tuesday after Labour Day and the last school day in each school year.

### 20. Ministry of Education, Universities, Other School Districts or College of Teachers Business

- a. Maximum of ten (10) days per school year for all purposes. The requesting authority shall reimburse the Board at the pay rate of an employee on call.
- b. Employees elected to the Council of the College of Teachers shall receive an additional ten (10) days of leave at the pay rate of an employee on call.

### 21. Negotiations

#### a. Local Negotiations and/or Mediation

A maximum of six (6) representatives from the Union for each meeting with no deduction from pay; provided that if the Union sends more than six (6) representatives to a meeting the Union shall pay the cost of the additional employees on call required.

## Section G Leaves of Absence

### 22. Other Reasons

For any other reason the rate of deduction shall be at the daily rate of the employee's annual salary for each day absent as provided by Appendix D.

### 23. Parental Leave (Short Term)

Leave of three (3) days with no deduction from pay shall be granted to an employee when he/she adopts or assumes legal guardianship of a child or when a child is born to an employee's spouse (including same-sex relationships). Up to fifteen (15) additional days shall be granted with deduction at the pay rate of an employee on call whether an employee on call is required or not. With the approval of the Associate Superintendent - Human Resources, these fifteen (15) days need not be taken consecutively or immediately following the three (3) day Parental Leave.

### 24. Parental Leave (Under the *Employment Standards Act*)

A Parental Leave (inclusive of Adoption Leave) shall be granted upon request as provided for in Part 6 of the *Employment Standards Act*.

### 25. Parenthood Leave - Without Pay

- a. Parenthood Leave may be requested and may be granted at specific times and under certain conditions should a parent feel it to be necessary to stay at home with a dependent child.
- b. Both male and female employees shall be eligible for Parenthood Leave. Notice is required, in writing to the Human Resources Division in all cases prior to September 30 for Parenthood Leave to commence January 01 or February 01, or prior to March 31 for Parenthood Leave to commence September 01. An exception to the preceding is the case of a female employee who requests Parenthood Leave as an extension of Maternity Leave as described in Clause 18.d. above. Emergency situations beyond the control of the employee may be considered on shorter notice.
- c. In the event of adoption or legal guardianship, Parenthood Leave shall be available but must be requested and shall be granted on the same terms and conditions as described in Clauses a. and b. above.
- d. Within thirty-six (36) months after the commencement of Parenthood Leave, the employee may request to return to active duty at the beginning of a new term or semester. If the employee does not make such a request within thirty-six (36) months, the employee shall be considered to have resigned. The request for return to service to commence for the terms beginning September 01, January 01 or at the beginning of the second semester must be received prior to March 31 for the coming school year.
- e. The employee shall be guaranteed a return to the same position or a comparable one.



## Section G Leaves of Absence

- f. Leave will be granted without pay and shall not earn seniority, but shall not constitute a break in service.

### 26. Personal Leave - Without Pay

#### a. Short Term

Employees may apply for a leave of up to ten (10) days (at least five (5) days of which must be taken sequentially) during a school year (prorated for part-time employees). Applications shall be made in writing to the Associate Superintendent - Human Resources. Such leave shall be counted for salary purposes as service with the Board. It is understood that, unless unusual circumstances prevail, such leaves will normally not be attached to a school break.

#### b. Leave for less than one (1) year

- i. Employees who are working in an elementary or a secondary school which is on a regular yearly program, may apply for leave for a term of four (4) months to December 31 or a term of six (6) months to June 30.
- ii. Employees who are working in a school operating on a semester basis, may apply for leave of one (1) semester.
- iii. Application shall be made in writing at least two (2) teaching months prior to the commencement of the leave unless such notice is waived by the Associate Superintendent – Human Resources or designate.
- iv. Employees granted leave under the provisions of Clause i. above shall have the right to return to his/her previous assignment or, subject to the provisions of Article E.26., if the previous assignment does not exist, to a similar assignment at the same worksite.

#### c. Leave of One (1) Year or Longer

- i. Employees may apply for leave of one (1), two (2) or three (3) years duration.
- ii. Application for leave must be made in writing by March 31 prior to the year leave is to commence unless such notice is waived by the Associate Superintendent - Human Resources or designate.
- iii. Intent to return to work for the terms beginning September 01, January 01 or at the beginning of the second semester must be made in writing by March 31 for the coming school year. Failure to do so shall mean the employee has resigned.

## Section G Leaves of Absence

- d. Leave pursuant to 26.b and 26.c above shall be subject to the following provisions:
- i. To be eligible for either leave the employee must have worked for the Board for at least three (3) consecutive years and be on continuing contract.
  - ii. The employee may make arrangements with the Payroll Department for continuation of the following benefits: medical, extended health, dental and life insurance. The employee will pay both shares of the premium unless another arrangement has been agreed to by the parties.
  - iii. Leave will be granted without pay and shall not earn seniority but shall not constitute a break in service.
  - iv. Leave will be granted providing a qualified replacement is available. The Board shall not unreasonably deny leaves under the provisions of this Clause.

### 27. Public Office

- a. When an employee is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, he/she shall, upon request, be given leave of absence, without pay, during the election campaign.
- b. Should the employee be elected as a Member of Parliament or Member of the Legislative Assembly, he/she shall be granted a long-term leave of absence without pay.
- c. Employees elected or appointed to municipal or regional District offices or public Boards shall be granted leave of absence without pay to attend meetings or conferences or to perform other functions of the office. If such absences become disruptive to the learning situation, the Board may, after consultation with the employee, require that alternative arrangements be made.

### 28. Religious Holidays

The pay rate of an employee on call for each day absent whether or not an employee on call is required.

### 29. Secondment

Leave of absence due to approved secondment for any reason shall guarantee the employee a return to the same or comparable position and priority shall be given for placement.

## **Section G Leaves of Absence**

### **30. Teachers' Union Duties**

The Board will grant leave of absence to employees elected as President or Vice-President(s) of VESTA, President or Vice-President(s) of VSTA, or President or Vice-President of the BCTF, on the following conditions:

- a. An application for leave must be made in writing to the Superintendent of Schools by May 31 of the school year prior to the school year for which the leave is being requested.
- b. The Board will continue to pay the employee while on leave, and make all deductions from his/her salary. The Association to which the employee belongs will be billed monthly by the Board and will reimburse the Board monthly for the Board's cost of salary, allowance and fringe benefits.
- c. The period of leave will be counted for salary purposes as experience by this Board.
- d. Sick leave shall continue to be earned by the employee on leave for the period of leave and accumulated sick leave may be used during the period of leave on the basis provided in Article G.1., and G.21.. of this Agreement.
- e. In the event of illness the President or Vice-President(s) of VESTA or VSTA shall be granted sick leave. The Vice-President of the Union concerned or a delegated person shall be granted leave of absence to replace him/her when such replacement is deemed to be necessary by the Union. The Union concerned shall pay the costs of an employee on call, for the period of such replacement, to the Board.
- f. The employee concerned shall be guaranteed his/her choice between returning to the same position or accepting a comparable position and shall be given priority for placement.

### **31. Travel by Exchange Employees**

A maximum of ten (10) days in the school year with no deduction from pay. (It is preferred that this leave be taken as an extension of the Christmas and/or Spring vacation.)

### **32. VTF, VESTA, VSTA, BCTF, CTF or Education International Business**

A maximum of twenty (20) days total per school year for any individual. Further leaves may be approved at the discretion of the Board. The Board will be reimbursed at the pay rate of an employee on call.

**Section G Leaves of Absence**

IN WITNESS WHEREOF the common seal of the parties was hereunto affixed in the presence of their respective duly authorized officers on the day and year first above written.

SIGNED, SEALED and DELIVERED by  
The Board of Education of School  
District No. 39 (Vancouver) in the presence of:

\_\_\_\_\_  
Clarence Hansen, Chairperson

\_\_\_\_\_  
Brenda Ng, Secretary-Treasurer

SIGNED, SEALED and DELIVERED BY  
Vancouver Teachers' Federation in the presence of:

\_\_\_\_\_  
Anne Guthrie-Warman

\_\_\_\_\_  
Glen Hansman

Date \_\_\_\_\_

**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**

Where a middle school program has been operating in a district without a formal agreement, the local and the employer shall modify the Collective Agreement, in a Letter of Understanding signed by the provincial and local parties, to incorporate the terms under which the middle school program has been operating.

Should the employer and the local be unable to agree, by March 01, 2007, on the terms under which the middle school program has been operating, either party may refer the outstanding issues to expedited arbitration as set out in Article D.5.5.c.

In such a case, the jurisdiction of the arbitrator shall be confined to a determination of the terms that most accurately reflect the practice in the district with respect to the operation of the middle school program in a school or schools.

Original signed by:

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Jinny Sims

BCTF President

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Jacquie Griffiths

BCPSEA Chief Negotiator

**Provincial and Local Letters of Understanding**

**LETTER OF UNDERSTANDING NO. 1**

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

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

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

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

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

“D. Hogg”

Negotiation Team For

British Columbia Teachers' Federation

“K. Halliday”

Negotiation Team For

British Columbia Public School

Employers' Association

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

## Provincial and Local Letters of Understanding

### Appendix 1

### PROVINCIAL MATTERS

## Appendix 1 – Provincial Matters

### Housekeeping – Form Issues

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

### Section A – The Collective Bargaining Relationship

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

## **Provincial and Local Letters of Understanding**

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

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

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



## Provincial and Local Letters of Understanding

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

## Provincial and Local Letters of Understanding

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

## **Provincial and Local Letters of Understanding**

2.3 *EAP/EFAP*

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

### **Section C — Employment Rights**

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

### **Section D — Working Conditions**

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

## Provincial and Local Letters of Understanding

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

## **Provincial and Local Letters of Understanding**

### *2.9 Use of Inner City School Funds*

#### **Section E — Personnel Practices**

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

## **Provincial and Local Letters of Understanding**

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*

## Provincial and Local Letters of Understanding

- 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*

## **Provincial and Local Letters of Understanding**

*1.106 Committee - Detached Duty*  
May 31, 1995 - Provincial



## Provincial and Local Letters of Understanding

<b>Appendix 2</b>
-------------------

### 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

## **Provincial and Local Letters of Understanding**

2. 3.11 *Extra-curricular*  
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

## **Provincial and Local Letters of Understanding**

- 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.

## Provincial and Local Letters of Understanding

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

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

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

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

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

October 25/95

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

#### Concerning Selection of Administrative officers

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”  
President  
BC Teachers’ Federation

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

**Provincial and Local Letters of Understanding**

**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 entitlement of an individual teacher to professional development funds and/or teacher-on-call time following a transfer shall be designated as local matters.

For BCTF:  
“R. Worley”

For BCPSEA:  
“K. Halliday”

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

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

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

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

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

British Columbia Teachers’ Federation

British Columbia Public School Employers’  
Association

“R. Worley”

“K. Halliday”

**Provincial and Local Letters of Understanding**

**LETTER OF UNDERSTANDING NO. 2**

Between:  
THE BRITISH COLUMBIA TEACHERS' FEDERATION  
(BCTF)

And:  
THE BRITISH COLUMBIA PUBLIC SCHOOL  
EMPLOYERS' ASSOCIATION  
(BCPSEA)

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

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

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

John Kinzie  
Judi Korbin  
Robert Pekeles

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

Dated: August 14, 2007

*Originals signed by:*

Irene Lanzinger  
For the BCTF

Jacquie Griffiths  
For the BCPSEA

**Provincial and Local Letters of Understanding**

**LETTER OF UNDERSTANDING No. 3. a**

Between  
THE BRITISH COLUMBIA TEACHERS' FEDERATION  
(BCTF)  
And

THE BRITISH COLUMBIA PUBLIC SCHOOL  
EMPLOYERS' ASSOCIATION  
(BCPSEA)

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

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

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**This Letter of Understanding does not apply to SD 39 Vancouver.**

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**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**

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**This Letter of Understanding does not apply to SD 39 Vancouver**

**Provincial and Local Letters of Understanding**

**LETTER OF UNDERSTANDING No. 4**

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

**Re: Early Incentive Payment**

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

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

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

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

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

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator



**Provincial and Local Letters of Understanding**

**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 replace or amend the obligations of any person to make contributions to the Teacher Pension Plan/Inflation Adjustment Account.
3. The parties will work together with the Teachers' Pension Plan Board of Trustees to facilitate the payment provided for under this LOU.
4. The parties agree that this extraordinary payment has no recourse or connection, nor does it amend the joint trustee relationship, as the payment is a non-recourse payment to the Inflation Adjustment Account only.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**Provincial and Local Letters of Understanding**

**LETTER OF UNDERSTANDING No. 6**

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

**Re: Employment Equity – Aboriginal Employees**

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

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

Original signed by:

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Brian Kennelly  
BCTF Co-Chief Negotiator

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Jacquie Griffiths  
BCPSEA Chief Negotiator

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Suzie Mah  
BCTF Co-Chief Negotiator

**Provincial and Local Letters of Understanding**

**LETTER OF UNDERSTANDING No. 7**

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

**Re: Provincial Articles Housekeeping Committee**

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**Provincial and Local Letters of Understanding**

**LETTER OF UNDERSTANDING No. 8**

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacque Griffiths  
BCPSEA Chief Negotiator

**Provincial and Local Letters of Understanding**

**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:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**Provincial and Local Letters of Understanding**

**LETTER OF UNDERSTANDING No. 10**

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

**Re: Benefits Review Committee**

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacque Griffiths  
BCPSEA Chief Negotiator

**Provincial and Local Letters of Understanding**

**LETTER OF UNDERSTANDING No. 11**

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

**Re: 2008 Salary Harmonization**

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

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

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

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

	Category 4	Category 5	Category 5+	Category 6
Max	\$ 56,407	\$ 64,116	\$ 68,669	\$ 70,269
2. *Add 2.5% effective July 1, 2006*
3. *Add 2.5% effective July 1, 2007*
4. *Add 2.5% effective July 1, 2008*
5. *Add an additional 3.0% effective July 1, 2008*

Original signed by:

\_\_\_\_\_  
Jinny Sims  
BCTF President

\_\_\_\_\_  
Jacquie Griffiths  
BCPSEA Chief Negotiator

**Provincial and Local Letters of Understanding**

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

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

- b. Effective July 1, 2008, each full-time equivalent employee in the school districts above to receive a recruitment allowance of \$2,200 upon commencing employment. Each part time employee to receive a recruitment allowance pro-rated to her/his full-time equivalent position.

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

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator



**Provincial and Local Letters of Understanding**

**LETTER OF UNDERSTANDING No. 13**

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

**Re: Fiscal Dividend**

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

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

The Fund will be determined as follows:

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**Provincial and Local Letters of Understanding**

**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 27<sup>th</sup> day of June, 2007

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**Provincial and Local Letters of Understanding**

**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

### Provincial and Local Letters of Understanding

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:

\_\_\_\_\_

Jacque Griffiths

BC Public Employers' Association

January 14, 2008

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Jim Iker

BC Teachers' Federation

January 21, 2008

**Provincial and Local Letters of Understanding**

**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.

## Provincial and Local Letters of Understanding

5. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed and considered at labour management.

The following examples are intended to provide further clarification:

### Example 1

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

### Example 2

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

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

Original Signed by:

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Jacquie Griffiths  
BC Public Employers' Association

March 12, 2008

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Irene Lanzinger  
BC Teachers' Federation

March 13, 2008

## **Provincial and Local Letters of Understanding**

### **LOCAL LETTERS OF UNDERSTANDING**

June 24, 1993

#### LETTER OF UNDERSTANDING

Mr. A. Crawford, Co-President  
Ms. E. Smith, Co-President  
Vancouver Teachers' Federation  
2915 Commercial Drive  
Vancouver, B.C.  
V5N 4C8

Dear Sir/Madam:

Re: Recycling Programs and FAX Machines

Subject to the following, the Board will introduce a recycling program at each school/worksite. Each Staff Committee will vote on its introduction, with the understanding that the Board will fund, but the staff will implement and carry out the program.

Each school and annex without a FAX machine will be provided a FAX machine by the Board by the end of the life of this Collective Agreement.

Other associated costs such as any line/billing charges, will be borne out of school funds.

Yours truly,

Vaughan Bowser  
Director of Employee Relations

**Provincial and Local Letters of Understanding**

May 14, 1996 (UPDATED: January 10, 2008)

LETTER OF UNDERSTANDING

Ms Heather Frazer, Co-President  
Mr. Rich West, Co-President  
Vancouver Teachers' Federation

Dear Sir/Madam:

Re: Other Teaching Positions

The following teaching assignments are included in the teachers' bargaining unit as agreed in Article 1:

Itinerant Teacher for the Hearing Impaired  
Home Instruction Teacher  
District Resource Teacher – Vision  
Reading Recovery Teacher Leader  
Community School Team Teacher

It is understood that this letter does not prohibit the Board from deleting from or adding to the list during the life of the contract. The Board agrees to give the VTF fourteen (14) days notice of any changes to the list.

Yours truly,

V.K. Bowser, Director of Employee Relations



## **Provincial and Local Letters of Understanding**

June 16, 2008

### **LETTER OF UNDERSTANDING**

**Part-Time Continuing Contract Teachers who wish to Relinquish their Part-Time Continuing Assignment and Remain as employees on call**

1. A part-time continuing teacher, who is also an employee on call (but not collecting pension from the Teachers' Pension Plan), will be permitted to relinquish his/her continuing assignment at the end of a school year and remain on the employee on call List.
2. Notice of relinquishment of the part-time continuing position must be received by Human Resources before April 30 in order for the part-time continuing position to be considered vacant for staffing purposes.
3. The employee on call can apply for continuing positions which become available and he/she will be treated as an employee on call for the purposes of applying for such vacancies and for all purposes under the Collective Agreement.
4. In the event that the employee on call referred to in paragraph 3. above is awarded a part-time continuing position, he/she will be obliged to remain in that continuing position at least until the end of a given school year. If the employee on call accepts a full time (1.0 FTE) position the employee will be removed from the employee on call List.
5. This Letter of Understanding will not be referred to or relied upon in the interpretation and application of the Collective Agreement, except to the extent necessary to give effect to paragraphs 1. to 4. above.

Nancy Stair

Glen Hansman

Paul Wlodarczak

Shaun van der Hoop

Vancouver Board of Education

Vancouver Teachers' Federation

June 16, 2008

**Provincial and Local Letters of Understanding**

June 16, 2008

LETTER OF UNDERSTANDING

RE: Layoff and Recall Procedure

The parties will endeavour, via a mid-contract modification prior to 2011 June 30, to establish a process that will govern in any future circumstance where employees are placed on layoff or recalled to service. As a starting place for this discussion, the parties agree to use the H. Allan Hope arbitration awards dated 1995 November 20 and 1996 February 21.

Nancy Stair

Glen Hansman

Paul Wlodarczak

Shaun van der Hoop

Vancouver Board of Education

Vancouver Teachers' Federation

June 16, 2008



## Appendices

### **APPENDIX B - EARLY RETIREMENT INCENTIVE PLAN 1994 MAY 5**

Based on the salary upon retirement, excluding allowances, (the minimum salary to be 5, step 10, the maximum salary to be 6, step 10), minus 5, step 3, and to be adjusted by the following:

Age	Percentage
55	100
56	90
57	80
58	70
59	60
60	50
61	40
62	30
63	20
64	20

Part-time employees will have their salaries, for the purpose of payout, adjusted based on their average percentage over the last 5 years.

Employees must be on a continuing appointment, retiring with a pension, have a minimum of ten (10) years FTE service with the Vancouver School Board, and be at the maximum of their scale. The employee must have been in active service for the previous four (4) years, during which there may be a maximum of one year of leave. The Board, in calculating eligibility for the ERIP, will not count leaves under 10.EE. and/or leaves granted due to disability (within the meaning of the *British Columbia Human Rights Code*) in determining whether an employee has satisfied the active service requirement for eligibility for the payment.

Employees must be a minimum of age 55 and maximum age 64 during the school year in which they retire. Employees must apply prior to May 31, and retire effective June 30.

It is agreed that the above plan will become effective for all employees covered by this collective agreement who retire effective 1994 June 30 or later.

The parties agree to recommend acceptance by their respective Principals.

Vaughn Bowser

M. Ellen Smith  
Heather J. Frazer

**Appendices**

**APPENDIX C - SALARY SCALES**

*(See Article B.22 for Allowances)*

Salaries – 2006 July 01 – 2007 June 30

Annual Salaries

Steps	4	5	5+	6
0	\$39,866	\$43,775	\$47,358	\$48,090
1	\$41,861	\$45,969	\$49,765	\$50,497
2	\$43,855	\$48,164	\$52,171	\$52,903
3	\$45,850	\$50,358	\$54,578	\$55,310
4	\$47,844	\$52,552	\$56,985	\$57,717
5	\$49,839	\$54,747	\$59,392	\$60,123
6	\$51,834	\$56,941	\$61,798	\$62,530
7	\$53,828	\$59,136	\$64,205	\$64,937
8	\$55,823	\$61,330	\$66,612	\$67,344
9	\$57,817	\$63,524	\$69,018	\$69,750
10		\$65,719	\$71,425	\$72,157

**EMPLOYEES ON CALL PER DIEM 2006 JULY 01 – 2007 JUNE 30  
(INCLUSIVE OF STATUTORY HOLIDAYS & ANNUAL VACATION PAY)**

	<u>1 – 3 days</u>	<u>Over 3 days</u>
Professional Equivalent	\$194.75*	On Scale**

\* Teachers on call (employees on call) shall be paid an additional compensation of \$3 over the daily rate in lieu of benefits.

\*\* On the 4<sup>th</sup> day of an assignment, Teachers on call (employees on call) shall be paid an additional compensation of \$3 over the daily rate in lieu of benefits. On the 5<sup>th</sup> day of an assignment, Teachers on call (employees on call) shall be paid ten per cent (10%) of 1/189<sup>th</sup> of that employee's salary scale placement in lieu of bonuses/benefits other than statutory holidays and annual vacation pay when on scale.

**Appendices**

Salaries – 2007 July 01 – 2008 June 30

Annual Salaries

Steps	4	5	5+	6
0	\$40,863	\$44,869	\$48,542	\$49,292
1	\$42,907	\$47,118	\$51,009	\$51,759
2	\$44,952	\$49,368	\$53,476	\$54,226
3	\$46,996	\$51,617	\$55,943	\$56,693
4	\$49,041	\$53,866	\$58,409	\$59,160
5	\$51,085	\$56,115	\$60,876	\$61,627
6	\$53,129	\$58,365	\$63,343	\$64,093
7	\$55,174	\$60,614	\$65,810	\$66,560
8	\$57,218	\$62,863	\$68,277	\$69,027
9	\$59,263	\$65,113	\$70,744	\$71,494
10		\$67,362	\$73,211	\$73,961

**EMPLOYEES ON CALL PER DIEM 2007 JULY 1 – 2008 JUNE 30  
(INCLUSIVE OF STATUTORY HOLIDAYS & ANNUAL VACATION PAY)**

	<u>1 – 3 days</u>	<u>Over 3 days</u>
Professional Equivalent	\$199.62*	On Scale**

\* Teachers on call (employees on call) shall be paid an additional compensation of \$3 over the daily rate in lieu of benefits.

\*\* On the 4<sup>th</sup> day of an assignment, Teachers on call (employees on call) shall be paid an additional compensation of \$3 over the daily rate in lieu of benefits. On the 5<sup>th</sup> day of an assignment, Teachers on call (employees on call) shall be paid ten per cent (10%) of 1/189<sup>th</sup> of that employee’s salary scale placement in lieu of bonuses/benefits other than statutory holidays and annual vacation pay when on scale.

**Appendices**

Salaries – 2008 July 01 – 2009 June 30

Annual Salaries

Steps	4	5	5+	6
0	\$41,885	\$45,991	\$49,755	\$50,524
1	\$43,980	\$48,296	\$52,284	\$53,053
2	\$46,076	\$50,602	\$54,813	\$55,582
3	\$48,171	\$52,907	\$57,341	\$58,110
4	\$50,267	\$55,213	\$59,870	\$60,639
5	\$52,362	\$57,518	\$62,398	\$63,167
6	\$54,458	\$59,824	\$64,927	\$65,696
7	\$56,553	\$62,129	\$67,455	\$68,224
8	\$58,649	\$64,435	\$69,984	\$70,753
9	\$62,567	\$66,740	\$72,512	\$73,281
10		\$71,117	\$76,917	\$77,942

**EMPLOYEES ON CALL PER DIEM 2008 JULY 01 – 2009 JUNE 30  
(INCLUSIVE OF STATUTORY HOLIDAYS & ANNUAL VACATION PAY)**

	<u>1 – 3 days</u>	<u>Over 3 days</u>
Professional Equivalent	<b>\$204.61*</b>	On Scale**

\* Teachers on call (employees on call) shall be paid an additional compensation of \$3 over the daily rate in lieu of benefits.

\*\* On the 4<sup>th</sup> day of an assignment, Teachers on call (employees on call) shall be paid an additional compensation of \$3 over the daily rate in lieu of benefits. On the 5<sup>th</sup> day of an assignment, Teachers on call (employees on call) shall be paid ten per cent (10%) of 1/189<sup>th</sup> of that employee’s salary scale placement in lieu of bonuses/benefits other than statutory holidays and annual vacation pay when on scale.

**Appendices**

Salaries – 2009 July 01 – 2010 June 30

Annual Salaries

Steps	4	5	5+	6
0	\$42,932	\$47,141	\$50,999	\$51,788
1	\$45,080	\$49,504	\$53,591	\$54,379
2	\$47,227	\$51,867	\$56,183	\$56,971
3	\$49,375	\$54,230	\$58,775	\$59,563
4	\$51,523	\$56,593	\$61,366	\$62,155
5	\$53,671	\$58,956	\$63,958	\$64,746
6	\$55,819	\$61,319	\$66,550	\$67,338
7	\$57,967	\$63,683	\$69,142	\$69,930
8	\$60,115	\$66,046	\$71,733	\$72,522
9	\$64,131	\$68,409	\$74,325	\$75,113
10		\$72,895	\$78,840	\$79,891

**EMPLOYEES ON CALL PER DIEM 2009 JULY 01 – 2010 JUNE 30  
(INCLUSIVE OF STATUTORY HOLIDAYS & ANNUAL VACATION PAY)**

	<u>1 – 3 days</u>	<u>Over 3 days</u>
Professional Equivalent	\$209.72*	On Scale**

\* Teachers on call (employees on call) shall be paid an additional compensation of \$3 over the daily rate in lieu of benefits.

\*\* On the 4<sup>th</sup> day of an assignment, Teachers on call (employees on call) shall be paid an additional compensation of \$3 over the daily rate in lieu of benefits. On the 5<sup>th</sup> day of an assignment, Teachers on call (employees on call) shall be paid ten per cent (10%) of 1/189<sup>th</sup> of that employee's salary scale placement in lieu of bonuses/benefits other than statutory holidays and annual vacation pay when on scale.



**Appendices**

Salaries – 2010 July 01 – 2011 June 30

Annual Salaries

Steps	4	5	5+	6
0	\$43,790	\$48,083	\$52,019	\$52,823
1	\$45,981	\$50,494	\$54,663	\$55,467
2	\$48,172	\$52,904	\$57,307	\$58,111
3	\$50,363	\$55,315	\$59,950	\$60,754
4	\$52,554	\$57,725	\$62,594	\$63,398
5	\$54,745	\$60,135	\$65,237	\$66,041
6	\$56,935	\$62,546	\$67,881	\$68,685
7	\$59,126	\$64,956	\$70,525	\$71,328
8	\$61,317	\$67,367	\$73,168	\$73,972
9	\$65,414	\$69,777	\$75,812	\$76,616
10		\$74,353	\$80,417	\$81,489

**EMPLOYEES ON CALL PER DIEM 2010 JULY 01 – 2011 JUNE 30  
(INCLUSIVE OF STATUTORY HOLIDAYS & ANNUAL VACATION PAY)**

	<u>1 – 3 days</u>	<u>Over 3 days</u>
Professional Equivalent	\$214.97*	On Scale**

\* Teachers on call (employees on call) shall be paid an additional compensation of \$3 over the daily rate in lieu of benefits.

\*\* On the 4<sup>th</sup> day of an assignment, Teachers on call (employees on call) shall be paid an additional compensation of \$3 over the daily rate in lieu of benefits. On the 5<sup>th</sup> day of an assignment, Teachers on call (employees on call) shall be paid ten per cent (10%) of 1/189<sup>th</sup> of that employee’s salary scale placement in lieu of bonuses/benefits other than statutory holidays and annual vacation pay when on scale.

**Appendices**

**APPENDIX D - DAILY RATE ON SCALE**

*(See Article B.22 for Allowances)*

1. Daily Rate =  $\frac{\text{Current Annual Salary}}{\text{\# Days in Session (194)}}$
2. 2006 July 01 – 2007 June 30

Steps	Daily Rate			
	4	5	5+	6
0	\$205.49	\$225.64	\$244.11	\$247.89
1	\$215.78	\$236.95	\$256.52	\$260.29
2	\$226.06	\$248.27	\$268.92	\$272.70
3	\$236.34	\$259.58	\$281.33	\$285.10
4	\$246.62	\$270.89	\$293.74	\$297.51
5	\$256.90	\$282.20	\$306.14	\$309.91
6	\$267.19	\$293.51	\$318.55	\$322.32
7	\$277.46	\$304.82	\$330.95	\$334.73
8	\$287.75	\$316.13	\$343.36	\$347.13
9	\$298.03	\$327.44	\$355.76	\$359.54
10		\$338.76	\$368.17	\$371.94

3. Daily Rate =  $\frac{\text{Current Annual Salary}}{\text{\# Days in Session (194)}}$
4. 2007 July 01 – 2008 June 30

Steps	Daily Rate			
	4	5	5+	6
0	\$210.63	\$231.29	\$250.22	\$254.08
1	\$221.17	\$242.88	\$262.93	\$266.80
2	\$231.71	\$254.47	\$275.65	\$279.51
3	\$242.25	\$266.07	\$288.37	\$292.23
4	\$252.79	\$277.66	\$301.08	\$304.95
5	\$263.32	\$289.25	\$313.79	\$317.66
6	\$273.86	\$300.85	\$326.51	\$330.38
7	\$284.40	\$312.45	\$339.23	\$343.09
8	\$294.94	\$324.04	\$351.94	\$355.81
9	\$305.48	\$335.63	\$364.66	\$368.52
10		\$347.23	\$377.37	\$381.24

**Appendices**

5. Daily Rate =  $\frac{\text{Current Annual Salary}}{\text{\# Days in Session (194)}}$

6. 2008 July 01 – 2009 June 30

Daily Rate

Steps	4	5	5+	6
0	\$215.90	\$237.07	\$256.47	\$260.43
1	\$226.70	\$248.95	\$269.51	\$273.47
2	\$237.50	\$260.84	\$282.54	\$286.51
3	\$248.30	\$272.72	\$295.57	\$299.54
4	\$259.11	\$284.60	\$308.61	\$312.57
5	\$269.91	\$296.48	\$321.64	\$325.60
6	\$280.71	\$308.37	\$334.67	\$338.64
7	\$291.51	\$320.25	\$347.71	\$351.67
8	\$302.31	\$332.14	\$360.74	\$364.70
9	\$322.51	\$344.02	\$373.77	\$377.74
10		\$366.58	\$396.48	\$401.76

7. Daily Rate =  $\frac{\text{Current Annual Salary}}{\text{\# Days in Session (191)}}$

8. 2009 July 01 – 2010 June 30

Daily Rate

Steps	4	5	5+	6
0	\$224.77	\$246.81	\$267.01	\$271.14
1	\$236.02	\$259.18	\$280.58	\$284.71
2	\$247.26	\$271.56	\$294.15	\$298.28
3	\$258.51	\$283.93	\$307.72	\$311.85
4	\$269.75	\$296.30	\$321.29	\$325.42
5	\$281.00	\$308.67	\$334.86	\$338.98
6	\$292.25	\$321.04	\$348.43	\$352.55
7	\$303.49	\$333.42	\$362.00	\$366.13
8	\$314.74	\$345.79	\$375.57	\$379.70
9	\$335.77	\$358.16	\$389.14	\$393.26
10		\$381.65	\$412.77	\$418.28

## Appendices

9. Daily Rate =  $\frac{\text{Current Annual Salary}}{\text{\# Days in Session (192)}}$

10. 2010 July 01 – 2011 June 30

### Daily Rate

Steps	4	5	5+	6
0	\$228.07	\$250.43	\$270.93	\$275.12
1	\$239.48	\$262.99	\$284.70	\$288.89
2	\$250.89	\$275.54	\$298.47	\$302.66
3	\$262.31	\$288.10	\$312.24	\$316.43
4	\$273.72	\$300.65	\$326.01	\$330.20
5	\$285.13	\$313.20	\$339.78	\$343.96
6	\$296.54	\$325.76	\$353.55	\$357.73
7	\$307.95	\$338.31	\$367.32	\$371.50
8	\$319.36	\$350.87	\$381.08	\$385.27
9	\$340.70	\$363.42	\$394.85	\$399.04
10		\$387.25	\$418.84	\$424.42

## Cross Referenced Numbering

### APPENDIX E – CROSS REFERENCED NUMBERING

2006-2011 Numbering		2001-2004 Numbering
<b>Preamble</b>		Preamble
<b>Purpose</b>		Purpose
<b>Section A The collective Bargaining Relationship</b>		
Article A.1	Term, Continuation and renegotiation	Article 1.A
Article A.2	Recognition of the union	Article 1.C
Article A.3	Membership requirement	Article 1.D
Article A.4	Local and BCTF dues deduction	Article 2.B.1
Article A.5	Committee membership	Article 11.A
Article A.5.5	Committees	Article 11.B-D,F ( <i>11.A moved to A.5, 11.E moved to A.30</i> )
Article A.6	Grievance procedure	Article 12.A
Article A.6.10	Expedited Arbitration	Article 12.B
Article A.7	Leave for provincial contract negotiations	Article 10.V.1
Article A.8	Legislative Change	Article 1.N
Article A.20	Management rights	Article 1.B
Article A.21	Contracting out	Article 1.E
Article A.22	Picket line	Article 1.F
Article A.23	Exclusions from the bargaining unit	Article 1.G
Article A.24	On-Site Rights	Article 1.H
Article A.25	Access to Information	Article 1.I
Article A.26	Release Time for Staff Representative	Article 1.J
Article A.27	Employee Definitions	Article 1.K
Article A.28	Printing of the Agreement	Article 1.L
Article A.29	General Definitions	Article 1.M
Article A.30	Staff Meetings	Article 11.E
<b>Section B Salary and Economic Benefits</b>		
Article B.1	Salary	
Article B.2	Teacher on Call Pay and Benefits	Article 2. F.14/Article 5.J
Article B.2.7	Employees on Call	Article 2. F.3-13 ( <i>F.14 moved to B.2, F.1,2 a. deleted</i> )
Article B.3	Salary Determination for employees in adult education	
Article B.4	EI Rebate	Article 2.A.8
Article B.5	Registered retirement savings plan	Article 2.B.6
Article B.6	Salary indemnity plan	
Article B.7	Reimbursement for personal property loss	Article 5.H
Article B.8	Optional twelve-month pay plan	
Article B.9	Pay periods	Article 2.C.1
Article B.10	Reimbursement for mileage and insurance	2.E.8
Article B.11	Benefits	

### Cross Referenced Numbering

2006-2011 Numbering		2001-2004 Numbering
Article B.12	Category 5+	
Article B.20	Calculations and Adjustments	Article 2.A.1-7 (2.A.8 moved to B.4)
Article B.21	Deductions	Article 2.B.2-5, 7 (2.B.1 moved to A.4, 2.B.6 moved to B.5)
Article B.22	Allowances	Article 2.E 1-7 (8 moved to B.10)
Article B.23	Summer School Employees	Article 2.G
Article B.24	Part-Time Secondary Teachers	Article 2.H
Article B.25	Categories	Article 2.I.1-8
Article B.26	Recognition of Teaching Experience	Article 2.J
Article B.27	Recognition of Speech/Language Pathologist experience	Article 2.K
Article B.28	Increments	Article 2.L
Article B.29	Benefits	Article 5
Article B.29.1	Preamble	Article 5.A
Article B.29.2	Medical Services	Article 5.B
Article B.29.3	Dental	Article 5.C
Article B.29.4	Group Life	Article 5.D
Article B.29.5	Optional Group Life	Article 5.E
Article B.29.6	Continuation of Benefits while on Salary Indemnity	Article 5.F
Article B.29.7	Special Payment in Case of Employee's Death	Article 5.G
Article B.29.8	Employee Assistance Plan	Article 5.I
<b>Section C Employment Rights</b>		
Article C.1	Resignation	Article 3.D
Article C.2	Seniority	
Article C.20	Appointments	Article 3
Article C.20.1	Continuing	Article 3.A
Article C.20.2	Temporary	Article 3.B
Article C.20.3	Part-time	Article 3.C
Article C.21	Employees on Call	Article 4
Article C.21.1	Qualifications	Article 4.A
Article C.21.2	Duties	Article 4.B
Article C.21.3	Professional Development	Article 4.C
Article C.21.4	Reports/Complaints	Article 4.D
Article C.21.5	Evaluation	Article 4.E
Article C.21.6	Removal from the Employee on Call List	Article 4.F
Article C.21.7	Prior Consideration	Article 4.G
Article C.21.8	Sick Leave	Article 4.H
Article C.22	Evaluation, Discipline and Dismissal	Article 8
Article C.22.1	Frequency of Evaluation	Article 8.A
Article C.22.2	Evaluation Criteria	Article 8.B

## Cross Referenced Numbering

<b>2006-2011 Numbering</b>		<b>2001-2004 Numbering</b>
Article C.22.3	Procedure	Article 8.C
Article C.22.4	Procedures When a Report is Less Than Satisfactory	Article 8.D
Article C.22.5	Dismissal for Less Than Satisfactory Performance	Article 8.E
Article C.22.6	Discipline and Dismissal for Reasons Other Than Less Than Satisfactory Performance	Article 8.F
Article C.23	Layoff, Severance, and Recall	Article 14 (B & C moved to C.2.7/8)
Article C.23.1	Layoff	Article 14.A
Article C.23.2	Principle of Security	Article 14.B
Article C.23.3	Definition of Seniority	Article 14.C
Article C.23.4	Definition of Qualifications	Article 14.D
Article C.23.5	Security of Employment Based on Seniority and Qualifications	Article 14.E
Article C.23.6	Employees Right of Recall	Article 14.F
Article C.23.7	Employee Seniority Lists	Article 14.G
Article C.23.8	Sick Leave	Article 14.H
Article C.23.9	Benefits	Article 14.I
Article C.23.10	Severance Pay	Article 14.J
Article C.23.11	Appeal Procedure	Article 14.K
<b>Section D Working Conditions</b>		
Article D.1	<i>Removed by Legislation</i>	
Article D.2	<i>Removed by Legislation</i>	
Article D.3	Alternate School Calendar	
Article D.4	Preparation Time	
Article D.4.4	Elementary and Secondary Instructional and Preparation Time	Article 9.I
Article D.5	Middle Schools	
Article D.20	Teacher Workload	Article 9 (A-H & L removed by legislation, I moved to D.4.4)
Article D.20.9	Supervision	Article 9.J
Article D.20.10	Alteration of the Instructional Timetable	Article 9.K
Article D.20.12	Role of Teachers Assistants	Article 9.M
Article D.20.13	School Year	Article 9.N
Article D.21	Technological Change	Article 13
Article D.21.1	Definition	Article 13.A
Article D.21.2	Notification	Article 13.B
Article D.21.3	Information	Article 13.C
Article D.21.4	Discussions	Article 13.D
Article D.22	Health and Safety	Article 17
Article D.22.1	District Health and Safety Committee	Article 17. A

## Cross Referenced Numbering

2006-2011 Numbering		2001-2004 Numbering
Article D.22.2	Worksite Health and Safety Committees	Article 17. B
Article D.22.3	Safety of Working Conditions	Article 17.C
<b>Section E Personnel Practices</b>		
Article E.1	Non-Sexist Environment	Article 7.J.3
Article E.2	Harassment/Sexual Harassment	Article 7.K
Article E.20	Discrimination	Article 7.J ( <i>7.J.3 moved to E.1</i> )
Article E.21	Posting and Filling vacancies	Article 7.A
Article E.22	Employees Applying for Teacher Consultant or mentor positions	
Article E.23	School Based/District Program Assignments	
Article E.24	Changes in Speech/Language Pathologist Assignment	Article 7.B
Article E.25	Board-Initiated transfers	Article 7.C
Article E.26	Transfer Because of Surplus Staffing	Article 7.D
Article E.27	Filling of District-Based Positions Within the Bargaining Unit	Article 7.E
Article E.28	Filling of Positions of Special Responsibility within the Bargaining Unit	Article 7.F
Article E.29	District Staff and Administrative Vacancies	Article 7.G
Article E.30	Extra-Curricular Activities	Article 7.H
Article E.31	Personnel Files	Article 7.I
Article E.32	Assistance for an Employee Suspended or Terminated from Employment	Article 7.L
Article E.33	Appeals of Employee Decisions	Article 7.M
Article E.34	Administration of Medication	Article 7.N
Article E.35	Teacher-in-Charge	Article 7.O
Article E.36	Orientation of New Employees	Article 7.P
<b>Section F Professional Rights</b>		
Article F.20	Professional Autonomy	Article 7.Q
Article F.21	Professional Development	Article 15
Article F.21.1	Professional Development Fund	Article 15.A
Article F.21.2	Joint Conference Funds	Article 15.B
Article F.21.3	District Professional Development Committee	Article 15.C
Article F.22	Educational and Curriculum Change	Article 16
Article F.22.1	Educational and Curriculum Change Advisory Committee	Article 16.A
<b>Section G Leaves of Absence</b>		
Article G.1	Portability of Sick Leave	Article 6.C
Article G.2	Compassionate Care Leave	
Article G.2.8	Bereavement/Compassionate	Article 10.D



## Cross Referenced Numbering

2006-2011 Numbering		2001-2004 Numbering
Article G.20	Sick Leave	Article 6 ( <i>6.C moved to G.1.4</i> )
Article G.20.1	Accumulation of Sick Leave	Article 6.A
Article G.20.2	Sick Leave Allowance	Article 6.B
Article G.20.3	Annual Statement of Sick Leave Balance	Article 6.D
Article G.20.4	Assignments on Return from Sick Leave	Article 6.E
Article G.21	Leaves	Article 10
Article G.21.1	Accident	Article 10.A
Article G.21.2	Adoption	Article 10.B
Article G.21.3	Attendance At Hearings	Article 10.C
Article G.21.4	A Circumstance Beyond the Employee's Control	Article 10.E
Article G.21.5	Citizenship Court Appearance	Article 10.F
Article G.21.6	Deferred Salary Leave Plan	Article 10.G
Article G.21.7	Disabilities Covered by Workers' Compensation	Article 10.H
Article G.21.8	Disabilities Not Covered by Workers' Compensation	Article 10.I
Article G.21.9	Educational	Article 10.J
Article G.21.10	Educational Ceremonies	Article 10.K
Article G.21.11	To Engage in Activities Closely Associated with Teaching or Speech/Language Pathology	Article 10.L
Article G.21.12	Examinations	Article 10.M
Article G.21.13	Funeral	Article 10.N
Article G.21.14	Illness	Article 10.O
Article G.21.15	Illness of an Immediate Family Member	Article 10.P
Article G.21.16	International Amateur Competition	Article 10.Q
Article G.21.17	Jury Duty and Court Appearance	Article 10.R
Article G.21.18	Maternity	Article 10.S
Article G.21.19	Maternity S.U.B Plan	Article 10.T
Article G.21.20	Ministry of Education, Univ., Other School Districts or College of Teachers Business	Article 10.U
Article G.21.21	Negotiations	Article 10.V ( <i>10.V.1 moved to A.7</i> )
Article G.21.22	Other Reasons	Article 10.W
Article G.21.23	Parental Leave (Short Term)	Article 10.X
Article G.21.24	Parental Leave (Under the Employment Standards Act)	Article 10.Y
Article G.21.25	Parenthood Leave (Without Pay)	Article 10.Z
Article G.21.26	Personal Leave (Without Pay)	Article 10.AA
Article G.21.27	Public Office	Article 10.BB
Article G.21.28	Religious Holidays	Article 10.CC
Article G.21.29	Secondment	Article 10.DD
Article G.21.30	Teachers' Association Duties	Article 10.EE

### Cross Referenced Numbering

2006-2011 Numbering		2001-2004 Numbering
Article G.21.31	Travel by Exchange Employees	Article 10.FF
Article G.21.32	VTF, VESTA, VSTA, BCTF, CF, or Education International Business	Article 10.GG
<b>Appendices</b>		
Appendix A	Attendance in Court	
Appendix B	Early Retirement Incentive Plan 1994 May 5	
Appendix C	Salary Scales including Time of Salary Payment	Article 2.C.( See B.9.4 for 2.C.1)
Appendix D	Daily Rate on Scale	Article 2.D

2001-2004 Numbering		2006-2011 Numbering
<b>Preamble</b>		Preamble
<b>Purpose</b>		Purpose
<b>Article 1 – General Information and Definitions</b>		
Article 1.A	Term, Continuation and renegotiation	Article A.1
Article 1.B	Management rights	Article A.20
Article 1.C	Recognition of the union	Article A.2
Article 1.D	Membership requirement	Article A.3
Article 1.E	Contracting out	Article A.21
Article 1.F	Picket line	Article A.22
Article 1.G	Exclusions from the bargaining unit	Article A.23
Article 1.H	On-Site Rights	Article A.24
Article 1.I	Access to Information	Article A.25
Article 1.J	Release Time for Staff Representative	Article A.26
Article 1.K	Employee Definitions	Article A.27
Article 1.L	Printing of the Agreement	Article A.28
Article 1.M	General Definitions	Article A.29
Article 1.N	Legislative Change	Article A.8
<b>Article 2 – Salary</b>		
Article 2.A.1-7 (2.A.8 <i>moved to B.4</i> )	Calculations and Adjustments	Article B.20
Article 2.A.8	EI Rebate	Article B.4
Article 2.B.1	Local and BCTF dues deduction	Article A.4
Article 2.B.2-5, 7 (2.B.1 <i>moved to A.4, 2.B.6 moved to B.5</i> )	Deductions	Article B.21
Article 2.B.6	Registered retirement savings plan	Article B.5
Article 2.C.1	Pay periods	Article B.9

## Cross Referenced Numbering

2001-2004 Numbering		2006-2011 Numbering
Article 2.C. (See B.9.4 for 2.C.1)	Salary Scales including Time of Salary Payment	Appendix C
Article 2.D	Daily Rate on Scale	Appendix D
Article 2.E 1-7 (8 moved to B.10)	Allowances	Article B.22
2.E.8	Reimbursement for mileage and insurance	Article B.10
Article 2. F.3-13 ( <i>F.14 moved to B.2, F.1,2 a. deleted</i> )	Employees on Call	Article B.2.7
Article 2. F.14/Article 5.J	Teacher on Call Pay and Benefits	Article B.2
Article 2.G	Summer School Employees	Article B.23
Article 2.H	Part-Time Secondary Teachers	Article B.24
Article 2.I.1-8	Categories	Article B.25
Article 2.J	Recognition of Teaching Experience	Article B.26
Article 2.K	Recognition of Speech/Language Pathologist experience	Article B.27
Article 2.L	Increments	Article B.28
<b>Article 3 - Appointments</b>		
Article 3	Appointments	Article C.20
Article 3.A	Continuing	Article C.20.1
Article 3.B	Temporary	Article C.20.2
Article 3.C	Part-time	Article C.20.3
Article 3.D	Resignation	Article C.1
<b>Article 4 – Employees On Call</b>		
Article 4	Employees on Call	Article C.21
Article 4.A	Qualifications	Article C.21.1
Article 4.B	Duties	Article C.21.2
Article 4.C	Professional Development	Article C.21.3
Article 4.D	Reports/Complaints	Article C.21.4
Article 4.E	Evaluation	Article C.21.5
Article 4.F	Removal from the Employee on Call List	Article C.21.6
Article 4.G	Prior Consideration	Article C.21.7
Article 4.H	Sick Leave	Article C.21.8
<b>Article 5 – Benefits</b>		
Article 5	Benefits	Article B.29
Article 5.A	Preamble	Article B.29.1
Article 5.B	Medical Services	Article B.29.2
Article 5.C	Dental	Article B.29.3
Article 5.D	Group Life	Article B.29.4
Article 5.E	Optional Group Life	Article B.29.5
Article 5.F	Continuation of Benefits while on Salary	Article B.29.6

## Cross Referenced Numbering

2001-2004 Numbering		2006-2011 Numbering
	Indemnity	
Article 5.G	Special Payment in Case of Employee's Death	Article B.29.7
Article 5.H	Reimbursement for personal property loss	Article B.7
Article 5.I	Employee Assistance Plan	Article B.29.8
<b>Article 6 – Sick Leave</b>		
Article 6 (6.C moved to G.1.4)	Sick Leave	Article G.20
Article 6.A	Accumulation of Sick Leave	Article G.20.1
Article 6.B	Sick Leave Allowance	Article G.20.2
Article 6.C	Portability of Sick Leave	Article G.1
Article 6.D	Annual Statement of Sick Leave Balance	Article G.20.3
Article 6.E	Assignments on Return from Sick Leave	Article G.20.4
<b>Article 7 – Personnel Practices</b>		
Article 7.A	Posting and Filling vacancies	Article E.21
Article 7.B	Changes in Speech/Language Pathologist Assignment	Article E.24
Article 7.C	Board-Initiated transfers	Article E.25
Article 7.D	Transfer Because of Surplus Staffing	Article E.26
Article 7.E	Filling of District-Based Positions Within the Bargaining Unit	Article E.27
Article 7.F	Filling of Positions of Special Responsibility within the Bargaining Unit	Article E.28
Article 7.G	District Staff and Administrative Vacancies	Article E.29
Article 7.H	Extra-Curricular Activities	Article E.30
Article 7.I	Personnel Files	Article E.31
Article 7.J (7.J.3 moved to E.1)	Discrimination	Article E.20
Article 7.J.3	Non-Sexist Environment	Article E.1
Article 7.K	Harassment/Sexual Harassment	Article E.2
Article 7.L	Assistance for an Employee Suspended or Terminated from Employment	Article E.32
Article 7.M	Appeals of Employee Decisions	Article E.33
Article 7.N	Administration of Medication	Article E.34
Article 7.O	Teacher-in-Charge	Article E.35
Article 7.P	Orientation of New Employees	Article E.36
Article 7.Q	Professional Autonomy	Article F.20
<b>Article 8 – Evaluation, Discipline and Dismissal</b>		
Article 8	Evaluation, Discipline and Dismissal	Article C.22
Article 8.A	Frequency of Evaluation	Article C.22.1

## Cross Referenced Numbering

<b>2001-2004 Numbering</b>		<b>2006-2011 Numbering</b>
Article 8.B	Evaluation Criteria	Article C.22.2
Article 8.C	Procedure	Article C.22.3
Article 8.D	Procedures When a Report is Less Than Satisfactory	Article C.22.4
Article 8.E	Dismissal for Less Than Satisfactory Performance	Article C.22.5
Article 8.F	Discipline and Dismissal for Reasons Other Than Less Than Satisfactory Performance	Article C.22.6
<b>Article 9 – Teacher Workload</b>		
Article 9 (A-H & L removed by legislation)	Teacher Workload	Article D.20
Article 9.I	Elementary and Secondary Instructional and Preparation Time	Article D.4.4
Article 9.J	Supervision	Article D.20.9
Article 9.K	Alteration of the Instructional Timetable	Article D.20.10
Article 9.M	Role of Teachers Assistants	Article D.20.12
Article 9.N	School Year	Article D.20.13
<b>Article 10 – Leaves</b>		
Article 10	Leaves	Article G.21
Article 10.A	Accident	Article G.21.1
Article 10.B	Adoption	Article G.21.2
Article 10.C	Attendance At Hearings	Article G.21.3
Article 10.D	Bereavement/Compassionate	Article G.2.8
Article 10.E	A Circumstance Beyond the Employee's Control	Article G.21.4
Article 10.F	Citizenship Court Appearance	Article G.21.5
Article 10.G	Deferred Salary Leave Plan	Article G.21.6
Article 10.H	Disabilities Covered by Workers' Compensation	Article G.21.7
Article 10.I	Disabilities Not Covered by Workers' Compensation	Article G.21.8
Article 10.J	Educational	Article G.21.9
Article 10.K	Educational Ceremonies	Article G.21.10
Article 10.L	To Engage in Activities Closely Associated with Teaching or Speech/Language Pathology	Article G.21.11
Article 10.M	Examinations	Article G.21.12
Article 10.N	Funeral	Article G.21.13
Article 10.O	Illness	Article G.21.14
Article 10.P	Illness of an Immediate Family Member	Article G.21.15
Article 10.Q	International Amateur Competition	Article G.21.16
Article 10.R	Jury Duty and Court Appearance	Article G.21.17

## Cross Referenced Numbering

2001-2004 Numbering		2006-2011 Numbering
Article 10.S	Maternity	Article G.21.18
Article 10.T	Maternity S.U.B Plan	Article G.21.19
Article 10.U	Ministry of Education, Univ., Other School Districts or College of Teachers Business	Article G.21.20
Article 10.V ( <i>10.V.1 moved to A.7</i> )	Negotiations	Article G.21.21
Article 10.V.1	Leave for provincial contract negotiations	Article A.7
Article 10.W	Other Reasons	Article G.21.22
Article 10.X	Parental Leave (Short Term)	Article G.21.23
Article 10.Y	Parental Leave (Under the Employment Standards Act)	Article G.21.24
Article 10.Z	Parenthood Leave (Without Pay)	Article G.21.25
Article 10.AA	Personal Leave (Without Pay)	Article G.21.26
Article 10.BB	Public Office	Article G.21.27
Article 10.CC	Religious Holidays	Article G.21.28
Article 10.DD	Secondment	Article G.21.29
Article 10.EE	Teachers' Union Duties	Article G.21.30
Article 10.FF	Travel by Exchange Employees	Article G.21.31
Article 10.GG	VTF, VESTA, VSTA, BCTF, CF, or Education International Business	Article G.21.32
<b>Article 11 – Committees</b>		
Article 11.A	Committee membership	Article A.5
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Article 11.E	Staff Meetings	Article A.30
<b>Article 12 – Grievance Procedure</b>		
Article 12.A	Grievance procedure	Article A.6
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<b>Article 13 – Technological Change</b>		
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Article 13.A	Definition	Article D.21.1
Article 13.B	Notification	Article D.21.2
Article 13.C	Information	Article D.21.3
Article 13.D	Discussions	Article D.21.4
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## Cross Referenced Numbering

<b>2001-2004 Numbering</b>		<b>2006-2011 Numbering</b>
Article 14.D	Definition of Qualifications	Article C.23.4
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<b>Article 15 – Professional Development</b>		
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Article 16	Educational and Curriculum Change	Article F.22
Article 16.A	Educational and Curriculum Change Advisory Committee	Article F.22.1
<b>Article 17 – Health and Safety</b>		
Article 17	Health and Safety	Article D.22
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