

WORKING DOCUMENT

2006-2011

PROVINCIAL AND LOCAL MATTERS AGREEMENT

BETWEEN

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION/
BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 47
POWELL RIVER**

(The "Employer")

AND

**BRITISH COLUMBIA TEACHERS' FEDERATION/
THE POWELL RIVER DISTRICT TEACHERS' ASSOCIATION**

(The "Local")

Effective July 1, 2006 to June 30, 2011

Please note: This is a working document which 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 in S.D. No. 47 (Powell River). In the event of dispute, the original source documents would be applicable.

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SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

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

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

- ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

ARTICLE A.2 RECOGNITION OF THE UNION

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

ARTICLE A.3 MEMBERSHIP REQUIREMENT

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

ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION

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

4. The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.
5. The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

ARTICLE A.5 COMMITTEE MEMBERSHIP

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee, and the local shall appoint the representatives.
3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.1 and A.5.2 above, in order to attend meetings that occur during normal instructional hours. Teacher on call costs shall be borne by the employer.
4. When a teacher on call is appointed to a committee referred to in Article A.5.1 and A.5.2 above, and the committee meets during normal instructional hours, the teacher on call shall be paid pursuant to the provisions in each district respecting Teacher on Call Pay and Benefits. A teacher on call attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the teacher on call shall receive a full day's pay.

ARTICLE A.6 GRIEVANCE PROCEDURE

1. Preamble

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

Steps in Grievance Procedure

2. Step One

- a. The local or an employee alleging a grievance ("the grievor") shall request a meeting with the employer official directly responsible, and at such meeting they shall attempt to resolve the grievance summarily. Where the grievor is not the local, the grievor shall be accompanied at this meeting by a representative appointed by the local.

- b. The grievance must be raised within thirty (30) working days of the alleged violation, or within thirty (30) working days of the party becoming reasonably aware of the alleged violation.

3. Step Two

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

4. Step Three

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

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

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

5. Omitting Steps

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

6. Referral to Arbitration: Local Matters

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the local or the employer where applicable may refer a "local matters grievance," as defined in Appendix 2 and Addenda, to arbitration within a further fifteen (15) working days.

- b. The referral to arbitration shall be in writing and should note that it is a “local matters grievance.” The parties shall agree upon an arbitrator within ten (10) working days of such notice.

7. Referral to Arbitration: Provincial Matters

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF or BCPSEA where applicable may refer a “provincial matters grievance,” as defined in Appendix 1 and Addenda, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a “provincial matters grievance.” The parties shall agree upon an arbitrator within ten (10) working days of such notice.
- c. Review Meeting:
 - i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a provincial matters grievance that has been referred to arbitration.
 - ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.
 - iii. Each party shall determine who shall attend the meeting on its behalf.

8. Arbitration (Conduct of)

- a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
- b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.
- c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.
- d. Authority of the Arbitrator:
 - i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to

the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

- ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
- iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.
- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

9. General

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

Local Provisions:

10. EXPEDITED ARBITRATION

a. Any grievance that has not been resolved prior to arbitration may be referred to expedited arbitration by mutual consent of both parties, consistent with Article A.6.6 and A.6.7 above.

b. A single arbitrator shall be selected from the list below.

Unless the parties agree otherwise and subject to (c) below, the arbitrator shall be selected on a rotational basis. Nothing shall prevent the parties from mutually agreeing to an arbitrator that is not included on the list.

c. Within ten (10) working days of the grievance being referred to expedited arbitration, the arbitrator shall hear the grievance and shall render a decision within five (5) days. If no arbitrator from the list is available within ten (10) teaching days, the first available arbitrator from the list shall be selected.

d. No written reasons from the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

Expedited arbitration decisions shall be of no precedential value and shall not thereafter be referred to by the parties in respect to any other matter.

e. The parties shall share equally the cost of fees and expenses of the arbitrator.

f. The list of arbitrators to be selected shall be:

i. Jim Dorsey

ii. Robert Blasina

iii. Judith Korbin

iv. Vince Ready

ARTICLE A.7 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

1. The employer shall grant a leave of absence without pay to an employee designated by the BCTF for the purpose of preparing for, participating in or conducting negotiations as a member of the provincial bargaining team of the BCTF.

2. To facilitate the administration of this clause, when leave without pay is granted, the employer shall maintain salary and benefits for the employee and the BCTF shall reimburse the employer for the salary costs.

3. Any other leaves of absence granted for provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the employer for the salary costs of any teacher employed to replace a teacher granted leave.

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

ARTICLE A.8 LEGISLATIVE CHANGE

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

ARTICLE A.19 DEFINITIONS

1. "Immediate Family"

For purposes of this Agreement an employee's immediate family includes mother, father, brother, sister, spouse (including common-law) and children.

2. "Instructional Time"

For the purposes of uniformity throughout the School District, and to ensure equal opportunity for all students, the Board of School Trustees, pursuant to the School Act and Regulation, recognizes a school day "for instructional purposes" as time spent for:

Instruction of prescribed or authorized Ministry and local curriculum in; a classroom environment with groups or individuals; or any other environment designated for the purposes of such instruction.

"Instructional purposes" shall not include:

- movement time between school instructional settings
- arrival or departure time at or from school instructional settings
- recess time (Grades 8 - 12 only)
- supervisory activities of a non-instructional nature
- extra-curricular activities

or any other activities which would not be normally included within a school's instructional timetable.

3. "Teachers-on-Call"

For the purposes of this Agreement teachers-on-call are covered under the following Articles: Article A.2 Recognition of the Union, Article A.3 Membership Requirement, Article A.4 Local and BCTF Dues Deduction, Article A.5 Committee Membership, Article A.6 Grievance Procedure, Article A.8 Legislative Change, Article A.25 Picket Line Protection, Article B.2 Teacher on Call Pay and Benefits Article C.22 Discipline and Dismissal, Article C.25 Teachers-on-Call Hiring Practices, Article C.27 Teacher-on-Call Evaluation, Article E.1 Non-Sexist Environment, Article E.2 Harassment / Sexual Harassment, Article E.20 Personnel Files and Article E.21 Discrimination.

4. "Temporary Teachers"

For purposes of this Agreement temporary teachers are covered by all clauses except Article G.26.2 Extended Maternity Leave.

ARTICLE A.20 LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

1. The Board hereby agrees to provide an annual leave of absence of up to 1.0 FTE for the President of the Association from his/her teaching assignment, as required by the Association, upon request of the Association on an ongoing regular basis. Such leave will be provided, subject to the availability of a suitable replacement as determined by the Superintendent.
 - a. The Board will pay the President his/her salary for the time acting as President, and provide benefits as specified in the Agreement. The Association will reimburse the Board for such salary and benefits costs upon receipt of a monthly statement.
 - b. For purposes of pension (subject to the Pension Act), the President shall be deemed to be employed by the Board.
 - c. The teacher returning to regular teaching duties from a term or terms as President shall be assigned a position at or near that previously held.
 - d. In the event the President is unable to fulfill the Presidential duties for the remainder of his/her term, the Board, having been given thirty (30) calendar days' notice by the Association, may permit another Association member to assume the duties of President at no additional cost to the Board. Provisions in Article A.20.1, A.20.1.a, A.20.1.b and A.20.1.c shall also apply.
 - e. The President shall continue to earn increments, sick leave and seniority in accordance with that of his/her last teaching position before taking over the presidency.

The Association will advise the Board of any time off by the President.

2. For employees who are elected or appointed to the College of Teachers, British Columbia Teachers' Federation or the Canadian Teachers' Federation, a leave of absence will be granted subject to the availability of a replacement suitable to the Superintendent.

Article A.20.1.a, A.20.1.b and A.20.1.c will apply to these employees.

3. Time off without loss of pay shall be granted to representatives of the Association to transact business with the Board when such a meeting is called by the Board.
4. Where negotiation meetings are mutually agreed upon and occur during normal school hours, the Board shall grant leave of absence without loss of pay to Association representatives to allow for equal representation at the table. Teachers-on-call costs will be paid by the Association.
5. Release Time for Association, B.C.T.F./C.T.F.: and Teacher College Business
 - a. An employee covered by this Agreement who is:
 - an Association staff representative;
 - a member of the Executive Committee;
 - a member of the Representative Assembly;
 - a member of a committee or task force of the Association, the B.C.T.F., the C.T.F. or the College of Teachers; or
 - an official representative or delegate of the Association or the B.C.T.F. shall be entitled to release time from instructional duties without loss of pay to carry out the duties involved.

Such release from duty shall be granted without loss of pay and shall be granted on the understanding that the Board is reimbursed as follows:

- i. for the first five (5) days of the leave at the teachers-on-call rate; and
 - ii. for any days thereafter at the teachers-on-call daily rate.
- b. The total number of days leave granted pursuant to this Article shall not exceed the following:
 - i. Thirty (30) days for a member of the Council of the College of Teachers;
 - ii. Fifteen (15) days for the chairperson of the Association's bargaining committee for the purposes of preparation for collective bargaining;
 - iii. Ten (10) days for a member of the B.C.T.F. executive committee;
 - iv. Eight (8) days for a member of a committee or task force of the B.C.T.F., C.T.F. or College of Teachers.
 - v. Six (6) days for a member of the B.C.T.F. representative assembly;

- vi. Five (5) days for other leave pursuant to Article A.20.5.b.
- c. The total number of leaves granted pursuant to this Article at the same time shall not exceed a number that, in the judgment of the Superintendent, unduly affects the operation of the school(s) concerned.
- d. Should the Board be unable to obtain the services of a satisfactory teacher-on-call, the request for leave will be denied.
- e. The Board may consider additional leaves of absence beyond the prescribed days set out in this Article.

ARTICLE A.21 USE OF SCHOOL FACILITIES / BULLETIN BOARDS

1. The Association shall have the right to use school facilities and equipment upon prior approval of the Principal for meetings and other Association activities where such use does not conflict with other scheduled activities. Any additional costs will be borne by the Association.
2. The Association shall have the right to post notices of activities and matters of Association concern on staff room bulletin boards.

ARTICLE A.22 INTERNAL MAIL

The Association shall have access to the district mail service and school mail boxes, free of charge, for communication to bargaining unit members. Bulk material may have to be paid for by the Association.

ARTICLE A.23 ACCESS TO INFORMATION

The Board agrees to furnish to the Association:

1. employee information including a list of employees, showing their names, addresses and phone numbers if provided by the employees, grid placement, numbers of employees covered under the benefit plans by category, seniority and staff assignment as at September 30th by October 31st;
2. notifications of job postings, transfers, hirings, resignations, retirements, employee deaths, discharges, and suspensions as they occur; and
3. agendas and minutes of all open Board meetings and all attachments thereto when available to the public.
4. the Board agrees to notify the Association, within fifteen (15) days, of any Letters of Permission applied for by the Board.

ARTICLE A.24 RESPONSIBILITIES OF THE PARTIES

1. Both the Association and Board shall instruct its members and representatives that they are required to know, apply and abide by the terms of the Agreement. For this reason, the Board shall print and provide copies of the Agreement to the Association for distribution to each Employee covered by the Agreement.
2. Employees new to the staff of the Board shall be entitled to receive an orientation provided by the Board and Association. This shall occur sometime during September of each year.
3. The orientation will be designed to acquaint employees with the basic operation of the school district and the school(s) as well as each parties' rights and responsibilities under the Collective Agreement.

ARTICLE A.25 PICKET LINE PROTECTION

1. All employees covered under this Agreement shall have the right to refuse to cross or refuse to work behind a picket line as defined by the Labour Relations Code. Any employees failing to report for duty for this reason shall be considered to be absent without pay.
2. Failure to cross a picket line encountered in carrying out Board business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action by the Board.
3. The Board shall not request, require, nor direct teachers covered under this Agreement to do work or carry out duties normally performed by employees engaged in a strike, or locked out, nor shall the Board direct teachers to request pupils to carry out such duties.

ARTICLE A.26 SCHOOL STAFF REPRESENTATIVES

School Staff Representatives, elected in accordance with Association procedures, shall be relieved of duties with no loss of pay as follows:

1. one representative will be allowed, where requested by a teacher, to be present at a meeting held for disciplinary purposes called by a Principal/Vice Principal regarding a teacher in the school or district, and
2. one representative will be allowed to participate in a grievance if called to appear by the Joint Grievance Committee.

ARTICLE A.27 PROFESSIONAL DEVELOPMENT CO-ORDINATOR'S LEAVE

1. The Board hereby agrees to provide a leave of absence for the Professional Development Co-ordinator from his/her teaching assignment, as required by the Association, upon request of the Association for up to 0.3 of a full-time assignment.

Such leave will be provided, subject to the availability of a suitable replacement according to the Superintendent.

2. The Board will pay the Co-ordinator (a fee for service as set by the Association), and provide benefits as specified in the Agreement. The Association will reimburse the Board for such salary and benefits costs upon receipt of a monthly statement.
3. For purposes of pension (subject to the Pension Act), the Co-ordinator shall be deemed to be employed by the Board.

ARTICLE A.28 SCHOOL STAFF COMMITTEES

1. The Board and the Association recognize the importance of the consultative approach to education and encourage schools to organize staff committees to discuss educational issues.
2. Where a school teaching staff so decides, there shall be established a recognized staff committee in each school.

ARTICLE A.29 EXCLUSIONS FROM THE BARGAINING UNIT

1. The Board and the Association agree that Association positions currently included in this Agreement and covered by the Certificate of Bargaining Authority will remain in the bargaining unit.
2. The Board shall notify the Association of all new teaching positions offered in the District and submit to the local Association offices a written job description of the new teaching position(s).
3. Newly created teaching positions shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties.

ARTICLE A.30 COLLEGE FEES

1. The Board agrees to honor the written assignment of employees to deduct and forward annual fees to the College of Teachers.
2. Such written assignment must be received by October 1st of each year. Late submissions will not be accepted.

ARTICLE A.31 TEACHER ASSISTANTS

1. All teacher assistants employed by the Board to assist teachers in carrying out their responsibilities and duties under the School Act and Regulations shall be assigned to classes and/or students by the Principal and shall be assigned specific duties by the teacher during the designated periods of time. Teachers shall not assume employment supervision responsibilities for teacher assistants.

2. Teacher assistants shall not assume the instructional duties and responsibilities of teachers pursuant to School Act Section 17(1), 17(2), and School Regulation 4.
3. Teacher assistants shall not assume whole class instructional responsibilities when a teacher is absent from the classroom but may continue small group instructional assistance as specified by the teacher.

ARTICLE A.32 NO CONTRACTING OUT

All work performed by members of the bargaining unit as part of their regular classroom duties and classroom responsibilities shall continue to be performed only by members of the bargaining unit. Except as mutually agreed upon between the Board and the Union, the Board shall not contract out classroom duties of the type and kind that normally or regularly be performed by a teacher.

SECTION B SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 SALARY

1. The April 1, 2006 Harmonized salary grids in the Local Agreement have been amended to reflect to following general increases to salary:
 - a. Effective July 1, 2006: 2.5% increase
 - b. Effective July 1, 2007: 2.5% increase
 - c. Effective July 1, 2008: 2.5% increase
 - i. Effective July 1, 2008, the salary grid maximum salaries at categories 4, 5, 5+ and 6 will be amended in accordance with Letter of Understanding No. 11 – 2008 Salary Harmonization.
 - d. Effective July 1, 2009: 2.5% increase
 - e. Effective July 1, 2010: 2.0% increase
2. The following allowances shall be adjusted in accordance with the above increases:
 - a. Department head
 - b. Positions of Special Responsibility
 - c. First Aid
 - d. One Room School
 - e. Isolation and Related Allowances
 - f. Moving/Relocation
 - g. Recruitment & Retention
3. The following allowances shall not be adjusted by the above increases:
 - a. Mileage/Auto
 - b. Per Diems
 - c. Housing
 - d. Pro D (unless formula-linked to the grid)
 - e. Clothing
 - f. Classroom Supplies
4. Teacher on Call daily rates shall be adjusted in accordance with Article B.1.1.

Local Provisions:

Salary Schedule

5. No teacher presently on staff shall incur a reduction in salary because of the implementation of this Agreement.

6. Salary Schedule

Effective July 1, 2006

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 40,272	\$ 44,541	\$ 47,459	\$ 48,485
1	\$ 42,027	\$ 46,659	\$ 49,752	\$ 50,839
2	\$ 43,781	\$ 48,777	\$ 52,045	\$ 53,193
3	\$ 45,536	\$ 50,895	\$ 54,337	\$ 55,547
4	\$ 47,290	\$ 53,012	\$ 56,630	\$ 57,901
5	\$ 49,045	\$ 55,130	\$ 58,923	\$ 60,255
6	\$ 50,799	\$ 57,248	\$ 61,215	\$ 62,609
7	\$ 52,554	\$ 59,366	\$ 63,508	\$ 64,963
8	\$ 54,308	\$ 61,483	\$ 65,801	\$ 67,317
9	\$ 56,063	\$ 63,601	\$ 68,093	\$ 69,672
10	\$ 57,817	\$ 65,719	\$ 70,386	\$ 72,026

Effective July 1, 2007

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 41,279	\$ 45,655	\$ 48,646	\$ 49,697
1	\$ 43,077	\$ 47,826	\$ 50,996	\$ 52,110
2	\$ 44,876	\$ 49,996	\$ 53,346	\$ 54,523
3	\$ 46,674	\$ 52,167	\$ 55,696	\$ 56,936
4	\$ 48,472	\$ 54,338	\$ 58,046	\$ 59,349
5	\$ 50,271	\$ 56,508	\$ 60,396	\$ 61,762
6	\$ 52,069	\$ 58,679	\$ 62,746	\$ 64,174
7	\$ 53,868	\$ 60,850	\$ 65,096	\$ 66,587
8	\$ 55,666	\$ 63,020	\$ 67,446	\$ 69,000
9	\$ 57,464	\$ 65,191	\$ 69,796	\$ 71,413
10	\$ 59,263	\$ 67,362	\$ 72,146	\$ 73,826

Effective July 1, 2008

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 42,311	\$ 46,796	\$ 49,862	\$ 50,939
1	\$ 44,154	\$ 49,021	\$ 52,271	\$ 53,412
2	\$ 45,998	\$ 51,246	\$ 54,679	\$ 55,886
3	\$ 47,841	\$ 53,471	\$ 57,088	\$ 58,359
4	\$ 49,684	\$ 55,696	\$ 59,497	\$ 60,832
5	\$ 51,528	\$ 57,921	\$ 61,906	\$ 63,306
6	\$ 53,371	\$ 60,146	\$ 64,314	\$ 65,779
7	\$ 55,214	\$ 62,371	\$ 66,723	\$ 68,252
8	\$ 57,058	\$ 64,596	\$ 69,132	\$ 70,725
9	\$ 58,901	\$ 66,821	\$ 71,541	\$ 73,199
10	\$ 62,567	\$ 71,117	\$ 76,168	\$ 77,942
Benefit From Letter of Understanding No. 11 – 2008 Salary Harmonization:				
2.5% increase:	\$ 60,744	\$ 69,046	\$ 73,949	\$ 75,672
Harmonization:	\$ 62,567	\$ 71,117	\$ 76,168	\$ 77,942
Harmonization %	3.00%	3.00%	3.00%	3.00%

Effective July 1, 2009

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 43,369	\$ 47,966	\$ 51,109	\$ 52,213
1	\$ 45,258	\$ 50,247	\$ 53,577	\$ 54,748
2	\$ 47,148	\$ 52,527	\$ 56,046	\$ 57,283
3	\$ 49,037	\$ 54,808	\$ 58,515	\$ 59,818
4	\$ 50,926	\$ 57,089	\$ 60,984	\$ 62,353
5	\$ 52,816	\$ 59,369	\$ 63,453	\$ 64,888
6	\$ 54,705	\$ 61,650	\$ 65,922	\$ 67,423
7	\$ 56,595	\$ 63,930	\$ 68,391	\$ 69,958
8	\$ 58,484	\$ 66,211	\$ 70,860	\$ 72,494
9	\$ 60,373	\$ 68,491	\$ 73,329	\$ 75,029
10	\$ 64,131	\$ 72,895	\$ 78,072	\$ 79,891

Effective July 1, 2010

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 44,236	\$ 48,926	\$ 52,131	\$ 53,257
1	\$ 46,163	\$ 51,252	\$ 54,649	\$ 55,843
2	\$ 48,091	\$ 53,578	\$ 57,167	\$ 58,428
3	\$ 50,018	\$ 55,904	\$ 59,686	\$ 61,014
4	\$ 51,945	\$ 58,230	\$ 62,204	\$ 63,600
5	\$ 53,872	\$ 60,557	\$ 64,722	\$ 66,186
6	\$ 55,799	\$ 62,883	\$ 67,241	\$ 68,772
7	\$ 57,726	\$ 65,209	\$ 69,759	\$ 71,358
8	\$ 59,654	\$ 67,535	\$ 72,277	\$ 73,943
9	\$ 61,581	\$ 69,861	\$ 74,796	\$ 76,529
10	\$ 65,414	\$ 74,353	\$ 79,633	\$ 81,489

ARTICLE B.2 TEACHER ON CALL PAY AND BENEFITS

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

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

Local Provisions

7. For the purpose of this article, “consecutive days” are exclusive of statutory holidays and Pro-D Days, but shall not be broken where a professional development day or a statutory holiday falls within the assignment.
8. Experience Recognition
- For increment purposes only, teachers substituting shall accumulate teaching days for credit, with eighteen (18) days of substitute teaching equaling one (1) month of experience.
9. Non-Instructional Days
- Non-instructional days occurring during an assignment shall count as a day of work if the teacher-on-call’s presence is required by an Administrator.
10. Call-Out
- a. A teacher-on-call reporting to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a full day’s wage.
 - b. A teacher-on-call reporting to a school for a part day and not utilized or utilized for only a portion of the part day shall be paid for a part day.
 - c. Part days shall be paid at the rate of:
60 percent for a.m. - Elementary
40 percent for p.m. - Elementary
50 percent for a.m. – Secondary
50 percent for p.m. – Secondary
11. The Board shall pay to each teacher-on-call, at least semi-monthly, all wages earned for the pay period, inclusive of allowances in lieu of benefits.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

PCA Article B.3 does not apply in School District No. 47 (Powell River).

ARTICLE B.4 EI REBATE

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

ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN

1. In this Article:
 - a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
 - b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any

missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.

7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
 - a. between September 1 and September 30 or December 15 and January 15 in any school year;
 - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

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

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

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

7. An employee's accumulation in the Plan including her/his interest accumulation to March 31st shall be paid in equal installments on July 15 and August 15.
8. Notwithstanding clause 7 of this article, interest earned by the Plan for the period September 1, 2006 to August 15, 2008 shall be retained by the employer. Thereafter, interest earned by the Plan in the months of April through August shall be retained by the employer.
9. The employer shall inform employees of the Plan at the time of hire.
10. Nothing in this Article shall be taken to mean than an employee has any obligation to perform work beyond the regular school year.

ARTICLE B.9 PAY PERIODS

Article B.9.1 through B.9.3 does not apply in School District No. 47 (Powell River).

Local Provisions:

4. Teachers shall be paid an annual salary, payable in ten (10) equal instalments, not later than the last business day of each month except July and August.
5. All remuneration of teachers will be by automatic payroll deposits to a local financial institution and a mid-month advance will be provided as follows:
 - a mid-month advance will be paid on the 15th or the first business day preceding:
 - the advance is based on approximately 40% of the current month net pay.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE`

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

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

PCA Article B.10.4 and B.10.5 is not applicable in SD. No. 47 (Powell River).

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

ARTICLE B.11 BENEFITS

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

Local Provisions:

2. The Board agrees to pay its share of the cost of benefits for all full-time teachers while they are in receipt of salary under this Agreement.

Subject to the terms of the individual benefits plans, part-time teachers employed forty percent (40%) or more shall be entitled to the benefit provisions of this article in the same manner as full-time teachers. Part-time teachers employed less than forty percent (40%) shall not be entitled to benefits.

Participation in the benefit plans shall be compulsory for all continuing and temporary teachers save and except when the employee has similar coverage under another plan for the medical services, extended health or dental plans.

Teachers whose spouses have coverage with the Board under this clause or an alternative benefit plan shall not be entitled to duplicate coverage.

3. Medical Insurance

Teachers may participate in the B.C. Medical Plan effective upon appointment. The costs of such membership shall be borne ten percent (10%) by the teacher concerned and ninety percent (90%) by the Board. Those covered by the Plan contracted by the District from M.S.P. shall also have Extended Health Benefits underwritten by a mutually agreed upon benefits provider which will include these additional benefits:

- a. hospital benefit,
- b. hearing aids,
- c. vision care with a maximum claimable of \$100 per year for children under 18 and \$100 every two years for adults

4. Group Life Insurance

Participation in the BCTF/BCSTA Group Life Plan "A" is a condition of employment for all teachers appointed on or after September 1, 1962. Ninety percent (90%) of the premium will be paid by the Board.

5. Dental Care Plan

Teachers may participate in a Dental Care Plan underwritten by a mutually agreed upon

benefits provider, the cost of which will be borne ten percent (10%) by the teacher concerned and ninety percent (90%) by the Board with coverage as described below:

- Part 1 a. 100% of dental fee (basic)
- Part 2 b. 50% of dental fee (crowns, bridges, dentures)
- Part 3 c. 50% of dental fee (orthodontic) with a maximum lifetime benefit of \$1,500 per family member.

6. Long-term Disability Salary Continuance Plan

Pursuant to the regulations of the BCTF Salary Indemnity Plan, the Board will participate by deducting and forwarding appropriate premiums to the BCTF.

7. Medical Insurance, Extended Health Benefits, Group Life Insurance and Dental Plan

- a. The Board and the teacher shall continue to contribute their respective share of the cost of maintaining all the above fringe benefits during the period the teacher is on medical leave of absence. The period of coverage shall not exceed two (2) years following the expiry of statutory sick leave.
- b. The Board shall administer the BCTF Optional Term Life Insurance Plan by deducting the monthly premium from those teachers participating in the plan.

8. Benefit Plan Information and Changes

- a. The Board shall provide the Teachers' Association with a copy of the current policy in effect for each of the teacher benefit plans and shall provide the Association with a copy of any financial/actuarial statements for those benefit plans at the time that they are provided to the Board.
- b. The Board shall not seek to alter or amend the coverage under these plans without mutual consent.
- c. The Board shall not change carriers without prior consultation.

ARTICLE B.12 CATEGORY 5+

1. Eligibility for Category 5+

- a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;
 - i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.

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

Transition Process

Note 1:

- 1. In school districts where Category 5+ existed on June 30, 2006:
 - a. This Article shall be effective September 1, 2007 at which time the criteria and processes in effect at June 30, 2007 shall no longer be applicable.
 - b. Notwithstanding the above and the provisions of this Article, all employees assigned to Category 5+ as at June 30, 2007 shall be deemed to possess the qualifications as per this Article.
- 2. In school districts where Category 5+ is being newly implemented:

- a. This Article shall be effective retroactively to April 1, 2006. Employees shall have until June 30, 2008 to submit to the employer the TQS Category 5+ Card for payment of a retroactive salary adjustment.

Note 2:

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

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

ARTICLE B.20 INITIAL/SPECIAL PLACEMENT

1. Placement on the salary grid shall be determined in accordance with the category assigned by the Teacher Qualification Service, and in accordance with years of experience as determined by this contract.
2. At the time of appointment, the Board shall advise the teacher, in writing, of the documentation required to establish initial scale placement, the requirements to advise the Board if any delay is expected in meeting the deadlines and the procedures of re-designation and appeal of any decision with respect to scale placement.
3. Each teacher shall submit all documentation required by the Board to establish salary placement. Such documentation shall be submitted within three (3) months of commencement of employment or change in categorization or certification. The teacher shall be responsible for advising the Board, in writing, of delays which occur in obtaining the documentation, necessitating an extension of the time limits.
4. The Board shall not refuse a request for extension of the time limits but in any case not later than an additional three (3) months. The Board shall advise the teacher when any documentation has not been received and shall pursue the matter with the teacher.
5. The Board shall notify the teacher, in writing, of the category and experience placement that has been assigned.
6. In the event that a teacher wishes to appeal his/her placement on the salary scale, for category and/or experience, the teacher must apply in writing to the Superintendent for adjustment.
7. Upon receipt of documentation which establishes a salary category different from that in which the employee was initially placed, a salary adjustment shall be effective retroactive to the time of initial placement provided that the documentation is provided within the three (3) months mentioned in Article B.20.3 or extended under Article B.20.4.
8. Special Placement:

Persons holding Letters of Permission shall be placed on the first step of category 4 or on the first step of a higher category according to years of formal education beyond Grade 12. Related experience, if applicable, shall be granted

in accordance with the provisions of Article B.22 of this Agreement.

ARTICLE B.21 PLACEMENT ON SCALE

1. Except as otherwise provided, the placement of each teacher upon the schedule shall be in accordance with the teacher's qualifications as most recently determined by the College of Teachers and the Teacher Qualification Service but allowing full credit for total certified teaching experience in:
 - a. the public schools of any province or territory of Canada, U.S.A., the British Commonwealth and such other countries as may be agreed upon by the Joint Grievance Committee, including federally funded schools administered by the Department of National Defense or the Department of Indian Affairs and Northern Development;
 - b. Canadian private schools where such schools have a curricular and methodological basis similar to Canadian public schools;
 - c. universities and colleges recognized by the Association of Universities & Colleges of Canada and on the basis of course equivalency to the University of British Columbia where each full U.B.C. course (3 units) will be the equivalent of 2 (two) months' teaching experience.
2. Recognition of previous teaching experience shall be dependent upon the teacher producing satisfactory documentation to the School Board Office within the first six months of employment. Beyond demonstrated administrative error, no retroactive adjustments shall be made beyond September 1st, 1988 or after the first six months of employment.

ARTICLE B.22 INCREMENTS

1. Increments shall be applied on the first month following the month in which a year's aggregate experience is earned.
2. Where a teacher is placed on a probationary appointment he/she may not receive automatic salary increments in accordance with subsection (a) of this section until the appointment becomes a continuing contract.
3. Where a teacher is at the maximum of his/her scale and is placed on a probationary appointment, he/she may have one increment withdrawn on the following September 1st and may not have the increment reinstated until the appointment becomes a continuing contract, provided that this subsection does not contravene any present or future provisions of the School Act.
4. In any case where an increment is to be withheld pursuant to Article B.22.2 or withdrawn pursuant to Article B.22.3, the Board will inform the teacher concerned and the Agreements Committee of the Association in writing within 15 days. Any teacher whose increment has been withheld or withdrawn may appeal directly to the Joint Grievance Committee.

Any loss of salary shall be made good if an appeal is successful.

Notification of the Board's intention to withhold or withdraw an increment is to include: -

- a. A statement of the detailed reasons for the action,
 - b. A statement of the assistance offered to the teacher.
5. To qualify for an increment a full-time teacher must teach at least ten (10) months. Part-time teaching will apply proportionate to the percentage of time employed but the equivalent of ten (10) full months of teaching must be accumulated before an increment is earned.
- Employment as Co-ordinator or Consultant is included as teaching time for increment purposes.
6. Teachers on exchange or leave of absence with prior approval of the Board to attend an educational institution will be credited with the usual increments.

ARTICLE B.23 RECLASSIFICATION

1. Reclassification of a teacher in consequence of additional training, and salary increases resulting from such reclassification, shall take effect on the date of the new certificate issued by the College of Teachers or on the date of the reclassification to a new category issued by the Teacher Qualification Service.
2. To avoid any loss of salary due to unavoidable delay in receiving new reclassification, any teacher having completed the required courses to qualify for reclassification shall notify the Board in writing before September 30th or January 31st, submitting proof that he/she has made application for reclassification.

ARTICLE B.24 RATES FOR SUMMER SCHOOL

1. An Association member shall be given priority for Summer School assignment.
2. A teacher who accepts a Summer School assignment shall be paid \$28.00 per hour for each hour of instruction.
3. No other terms and conditions except this clause will apply to Summer School assignments.

ARTICLE B.25 POSITIONS OF SPECIAL ADMINISTRATIVE RESPONSIBILITY

1. Where POSAR's are appointed, the administrative allowance for each POSAR shall be:

Effective July 1, 2006:	\$1777.35
Effective July 1, 2007:	\$1821.78
Effective July 1, 2008:	\$1867.32
Effective July 1, 2009:	\$1914.00
Effective July 1, 2010:	\$1952.28

Job descriptions for positions of special responsibility shall be developed by the Board and provided to the Union.

Should a job description be changed during the school year, it is understood that the incumbent may decline to continue in the appointment.

2. Head Teachers' Allowance

A Head Teacher shall be granted an annual allowance of:

Effective July 1, 2006:	\$1881.90
Effective July 1, 2007:	\$1928.94
Effective July 1, 2008:	\$1977.16
Effective July 1, 2009:	\$2026.58
Effective July 1, 2010:	\$2067.11

3. Department Heads' Allowance

Teachers who accept the designation as Department Heads will be granted an annual allowance of:

Effective July 1, 2006:	\$2718.30
Effective July 1, 2007:	\$2786.25
Effective July 1, 2008:	\$2855.90
Effective July 1, 2009:	\$2927.29
Effective July 1, 2010:	\$2985.83

In any given school the allowance may be either

- a. the full allowance for each designated Department Head where the number of Department Heads corresponds to Board policy, or,
- b. an equal share per designated Department Head, where the number of such Department Heads is greater than the number allowed by Board policy. This would be calculated by multiplying the full allowance by the number of allowed Department Heads and dividing by the number of designated Department Heads.

4. Consultant's Allowance

Teachers designated as Consultants will be granted an annual allowance of:

Effective July 1, 2006:	\$2611.70
Effective July 1, 2007:	\$2676.99
Effective July 1, 2008:	\$2743.91
Effective July 1, 2009:	\$2812.50
Effective July 1, 2010:	\$2868.75

This allowance will be pro-rated based on the time spent by the incumbent in the position.

ARTICLE B.26 PART MONTH AND DAILY ADJUSTMENT RATES FOR TEMPORARY OR CONTINUING APPOINTMENTS

1. Where a temporary or continuing appointment begins or ends part-way through a month, the teacher shall be paid the greater of the following amounts:
 - a. 1/20th of regular monthly salary for each day taught; or
 - b. full regular monthly salary less 1/20th of the salary for each day not taught.
2. Where a teacher is absent from work for reasons which necessitate a salary deduction, the deduction will be made at the rate of 1/20th of regular monthly salary for each day not taught.

ARTICLE B.27 PAYMENT BEYOND SCHOOL YEAR

1. A teacher who is requested by the Board or any Administrator to work beyond the prescribed school year and who agrees to such employment shall have the Agreement confirmed in writing.
2. The employee shall be paid at the rate of 1/200 of his/her annual salary entitlement for each day worked, or may elect to take compensatory time in lieu of salary.
3. The scheduling of compensatory time shall be by mutual consent of both parties.
4. Article D.22 Hours of Work does not apply to work beyond the school year.

ARTICLE B.28 ISOLATION ALLOWANCE

1. The Board shall pay an annual isolation allowance to teachers assigned to schools on Texada Island of:

Effective July 1, 2006:	\$418.20
Effective July 1, 2007:	\$428.65
Effective July 1, 2008:	\$439.36

Effective July 1, 2009: \$450.34
Effective July 1, 2010: \$459.34

2. The allowance shall be payable in equal installments in accordance with established pay procedures.

[Note: The following schools have been approved for the Remote and Rural Allowance pursuant to Letter of Understanding No. 12, effective July 1, 2008:
Texada Elementary & Kelly Creek Community]

ARTICLE B.29 TEACHER IN CHARGE (During Principal Absence)

1. In the event that all Administrators and/or head teachers assigned to the school are absent for a half-day or more, a teacher may be requested to assume the duties specified in this clause for periods not exceeding five consecutive days at any one time unless mutually agreed upon.
2. The Teacher in Charge shall strive to assure that the safety of students and security of the school are maintained, and shall deal with such emergent matters as may arise, with required assistance from District Office staff. Routine attendance recording and information reporting, as required, shall be maintained. However, the Teacher in Charge shall not be responsible for major administrative or managerial duties, and specifically shall not have supervisory responsibilities in relation to other teachers.
3. When acting as teacher in charge, the teacher shall determine and be provided with sufficient teacher-on-call time.
4. It is understood that the employer's liability insurance coverage extends to a teacher in charge.
5. When acting as teacher in charge, the teacher shall receive per day, pro-rated for part days:

Effective July 1, 2006: \$35.88
Effective July 1, 2007: \$36.78
Effective July 1, 2008: \$37.70
Effective July 1, 2009: \$38.64
Effective July 1, 2010: \$39.41

SECTION C EMPLOYMENT RIGHTS

ARTICLE C.1 RESIGNATION

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

ARTICLE C.2 SENIORITY

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
2. Porting Seniority
 - a. Effective September 1, 2006 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to ten (10) years of seniority accumulated in other school districts in BC.
 - b. Seniority Verification Process
 - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
 - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
 - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3. Teacher-on-Call
 - a. Effective April 1, 2006, a teacher on call shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.b.
 - b. For the purpose of calculating seniority credit:
 - i. Service as a teacher on call shall be credited one (1) day for each day worked and one-half (1/2) day for each half-day worked;
 - ii. Nineteen (19) days worked shall be equivalent to one (1) month;

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

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

Local Provisions:

- 7. Principle of Security
 - a. When, for bona fide educational or budgetary reasons, the Board determines that it is necessary to reduce the total number of teachers employed by the Board, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
 - b. Increased length of service in the employment of the Board (seniority) entitles employees to commensurate increase in security of teaching employment. The application of this principle is to the District as a whole.
- 8. Definition of Seniority
 - a. "Seniority" means an employee's aggregate length of employment with the Board expressed in months, and during which time the employee received a regular salary from the Board inclusive of service under temporary appointment and part-time teaching. For the purposes of calculating length of employment, part-time teaching shall be credited fully as if it were full-time employment.
 - b. In addition to the aggregate length of employment calculated for seniority in Article C.2.8.a, the following will also be counted in the calculation of seniority:
 - i. maternity leave, as approved by the Board, to a maximum of ten (10) teaching months for each confinement;
 - ii. educational leave with prior approval by the Board;

- iii. leave for duties with the Association or the Provincial Teachers Affiliate;
 - iv. secondment to the Ministry of Education, a Faculty of Education, or pursuant to a recognized teacher exchange programme;
 - v. long-term sick leave;
 - vi. leave for teaching with the Department of National Defence or Canadian Universities Service Overseas;
 - vii. leave to serve as an elected public official;
 - viii. personal leave(s) to a maximum aggregate to ten (10) months;
 - ix. compassionate care leave (Article G.2).
- c. In addition to the provisions of Article C.2.8.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.
- d. When the seniority of two or more employees is equal pursuant to Article C.2.8 (a), (b) and (c), seniority rank will be established by applying each of the following criteria in sequence until the tie is broken:
- i. length of the present continuous employment with the Board. Present continuous employment is only broken by resignation or termination.

For purpose of this clause, continuity of employment shall be deemed not to have been broken by resignation for purposes of maternity followed by re-engagement within a period of three (3) years, or termination under this Article prior to loss of recall rights. Seniority credits that were previously ported from SD No. 47 to another school district pursuant to C.2.2 shall not be reinstated, unless such credits are subsequently ported back to SD 47 pursuant to C.2.2
 - ii. aggregate length of employment with another school authority recognized for salary purposes.
 - iii. the earliest date of a letter of acceptance of a teaching position with the Board of School Trustees, District No. 47 (Powell River).
- e. When the seniority of two or more employees is equal pursuant to Article C.2.8.d.iii, the question of order of seniority shall be referred to the Joint Grievance Committee established under Article A.6 Grievance Procedure. This committee shall have access to all information pertinent to seniority contained in the files of the employees concerned.

- f. The Board shall, by October 15 of each year, forward to the Association a list of all employees employed by the Board, in order of seniority calculated according to Article C.2.8, setting out the length of seniority as of July 1 of that year. Amendments to that list shall be distributed to the Association by April 15 of the year. Questions regarding placement on the list should be made within thirty (30) days.

ARTICLE C.3 LAYOFF, RECALL AND SEVERANCE

1. Definition of Qualifications

- a. In this article, “necessary qualifications” in respect of a teaching position means the possession of a valid teaching certificate for the Province of British Columbia, and one or more of the following:
 - i. A university teaching major, or its equivalent, directly related to the teaching position, or
 - ii. substantial teaching experience in a similar position during the past five (5) years, or
 - iii. a reasonable expectation by those responsible for teacher assignment that the teacher will be able to perform the duties of the position, and a written commitment by the teacher to undertake a Pro-D program related to the position to achieve the qualified status required in Article C.3.1.a.i within two (2) years of accepting the position.
- b. Should any question arise as to whether a teacher has or does not have the necessary qualifications for a particular teaching position, the question shall be referred to the Joint Grievance Committee.

2. Security of Employment Based on Seniority and Qualifications

- a. In the process of filling teaching positions in accordance with the principle of seniority and qualifications Article C.2.8.a, the Board and Association will be governed by any process that may be mutually agreed upon, in writing, by both parties to this Agreement.
- b. Nothing in Article C.2.8.a or Article C.3.1.a shall be taken to require the Board to re-assign teachers with greater seniority, in order to create positions for teachers with lesser seniority.
- c. Appeals of re-assignments must be made in writing.
- d. The Board with the assistance of the Association have a responsibility to keep teachers informed of all vacancies in the teaching staff as they occur.

3. Layoff

- a. When, after filling all available teaching staff positions according to

Article C.3.1 and C.3.2, a surplus of teachers still exists, then the teachers remaining unplaced shall be issued with written notices of layoff containing the reason for layoff, no later than thirty (30) days prior to the end of a school term. Information on positions held by less senior teachers will be available to teachers in receipt of layoff notices and the Association through the Superintendent's Office. The effective date of the layoff shall be the end of the school term.

- b. Where a teacher is issued with a layoff notice, the teacher shall be placed on the recall list unless an election is made to claim severance pay by written notice to the Board. Teachers with less than eight (8) months' service are not entitled to elect severance pay.

4. Severance

- a. When a teacher elects to take severance pay, the election will be treated as a termination and all rights to seniority and recall are forfeited by the teacher.

The election of severance pay can be made at any time during a period of three (3) years after the date of layoff notice.

- b. Where a teacher elects to take severance pay, it shall be paid within thirty (30) days of the election. The calculation of the amount shall be based upon:
 - i. Five (5%) percent of that annual salary on the salary scale to which the teacher is entitled by reason of qualifications and experience at the time of termination, multiplied by:
 - ii. each unit of ten (10) months F.T.E. service with the Board, or fraction thereof, in the teacher's present contract with the Board, to a maximum of one year's salary. Expressed mathematically, severance pay is calculated as follows:

$$0.05 \text{ salary on scale} \quad \times \quad \frac{\text{F.T.E. Service in Months}}{10}$$

The definition of service for the purpose of this clause shall be the number of months in the teacher's present contract with the Board during which a regular salary was paid. "Length of service" for severance pay is pro-rated for part-time teachers and will include in addition,

- (1) leave for educational purposes with prior Board approval;
- (2) teacher exchange;
- (3) long-term sick leave;
- (4) maternity leave pursuant to the Employment Standards Act.

- c. A teacher who receives severance pay pursuant to this article and who, notwithstanding Article C.3.4, is subsequently rehired by the Board, shall retain any payment made under the terms of this article, and, in such case, for purposes only of Article C.3.4.b, the calculation of years of

service shall commence with the date of such rehiring.

- d. Where periods of educational leave are claimed by the teacher in the calculation of severance, the Board reserves the right to disallow the claim where the leave has not been used in accordance with the original request or a modification approved by the Board.
- e. The calculation of severance pay is subject to appeal to the Joint Grievance Committee.

5. Rights of Recall

- a. Where, after receiving a layoff notice, a teacher who elects not to take severance pay, and wishes to remain available for subsequent staff vacancies, the rule of seniority will apply in constructing the Recall List and the rule of seniority and qualifications in filling vacancies. Teachers who held continuing appointments and are on the Recall List are entitled to a continuing appointment should one become available.
- b. When layoff notices are issued, teachers identified in Article C.3.5.a above will be placed, in order of seniority, on a Recall List.
- c. Teachers in Article C.3.5.b on the Recall List will be eligible for reassignment or recall during a period of up to three (3) calendar years from the date of notice. (Refer to Article C.3.3.a.).
- d. Teachers on the Recall List will keep the Board and the Association informed of their current address and/or phone number(s).
- e. When a position on a teaching staff of the district becomes available, the Board shall:
 - i. Post the position locally and transmit the description of the position to qualified teachers on the Recall List, and
 - ii. The teacher on the Recall List, with the greatest seniority possessing the necessary qualifications, who applies for the position with ten (10) calendar days of the issue of notice shall be recalled.
- f. The Board shall allow two (2) weeks from the acceptance of a recall order under Article C.3.5.e.ii for the teacher to commence teaching duties.
- g. A teacher recalled pursuant to this article shall be entitled to all sick leave credit accumulated at the date of termination.
- h. Acceptance of a temporary position with the Board would not jeopardize the teacher's right to remain on the Recall List.
- i. A teacher who retains rights of recall pursuant to Article C.3.5 shall be entitled, if otherwise eligible, to maintain participation in health benefits provided in the salary agreement by payment of the full cost of such benefits (Medical, Extended Health and Dental) to the Board.

6. Temporary Teachers

A temporary teacher, with twenty (20) months or more of sequential service with the Board, and whose contract is not made continuous or renewed, is eligible to apply for severance pay.

Severance pay, in the case of temporary appointees, will be calculated on the basis of five (5%) of salary for each ten (10) months of temporary service, or portion thereof. See Article C.3.4.b for detailed calculation.

ARTICLE C.20 APPOINTMENT OF TEACHERS

1. Every appointment made by the Board, except a probationary or temporary appointment, and every contract of employment made for that purpose with a teacher, shall be a continuing contract.
2. Teachers on a continuing part-time contract who wish to increase their percentage appointment will be given priority subject to
 - availability of positions,
 - qualifications,
 - experience,
 - work record,
 - teacher reports,
 - Administrator recommendation.
3. Teachers employed on a temporary appointment will receive consideration for any future temporary or continuing contract positions on the basis of their qualifications, experience and work record.
4. If a position becomes vacant during the school year the position shall be posted as a temporary position until the end of the school year at which time it will be re-posted if it continues to exist.

ARTICLE C.21 EVALUATION OF TEACHER PERFORMANCE

1. The purpose of supervision and evaluation is to promote and reinforce the work of the teacher.
2. All formal evaluation on the work of a teacher, including teachers-on-call, shall be in writing.
3. The criteria to be used in assessing individual teaching performance shall be consistent with the Guidelines for Teacher Evaluation developed by the District.

4. The formal evaluation of teachers is carried out as a series of steps:
 - a. The evaluator meets with the teaching staff and describes the purposes and requirements for formal evaluation.
 - b. The evaluator, in consultation with each teacher being evaluated, identifies and clarifies the criteria to be used in the evaluation.
 - c. The evaluator and teacher determine a schedule for observation and methods to be used in the collection of relevant information.
 - d. Data are collected from no fewer than three (3) formal classroom observations. Teachers will have no fewer than three (3) formal visits and, in normal circumstances, no more than six (6). However, in the event that the evaluator is unable to write a satisfactory report by the sixth visit, additional formal observations will occur.
 - e. The evaluator shall discuss with the teacher the process by which the evaluation shall take place, which shall include:
 - i. a pre-observation conference about lesson(s) to be observed
 - ii. classroom observation
 - iii. and a post-observation conference followed by a written summary, both of which shall occur as soon as practicable.
 - f. The evaluator prepares a draft report on the teacher's performance and discusses the contents with the teacher. Revisions, if necessary, are made to the draft report and the final report is submitted to the Superintendent no later than May 15th. An extension may be made if agreed upon by the evaluator and the teacher.
 - g. Prior to submission of the report the teacher shall be given the opportunity to sign the report to indicate that they have had an opportunity to read and discuss the report with the evaluator.
5. The teacher shall have the right to submit to the evaluator a written commentary on the report within fifteen (15) days of Article C.21.4.g which shall be attached to his/her official file.
6. Participation in Association activities or matters not related to the work of the teacher are outside the scope of evaluation and reporting on the work of a teacher.

Nothing in Article C.21 of this Agreement shall preclude any visits to the classroom by the Superintendent/designate(s)/or Principal/Vice Principal at any time for supervision or any other purpose.

ARTICLE C.22 DISCIPLINE AND DISMISSAL

1. The Board shall not dismiss or discipline a teacher bound by this Agreement except for just and reasonable cause.

2. Dismissal and Discipline for Misconduct

Where an employee is under formal investigation by the Board for any cause, the employee shall be advised in writing of that fact immediately unless grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified before any action is taken by the Board, and the employee shall be advised of the right to be accompanied by a representative of the Association at any interview with the employee in connection with such investigation.

3. The Board shall not release to the media or the public information in respect of the suspension or dismissal of a teacher until a Board hearing has been held, a decision has been made, and the Association has been informed.

4. Notwithstanding Article A.6 (Grievance Procedure) where an employee has been dismissed, the Association shall have the option of referring a grievance regarding the dismissal directly to arbitration provided for in that Article.

5. The Board shall not confirm a suspension or dismiss a person bound by this Agreement, for causes other than performance, without holding a meeting of the Board with the employee entitled to be present, in respect of which:

- a. the employee shall be given seventy-two (72) hours' notice of the meeting and a written statement of the grounds for the meeting;
- b. twenty-four (24) hours prior to the meeting, the employee shall be given all documents that will be considered at the meeting;
- c. the teacher may file a written reply to any allegations prior to the meeting;
- d. at such meeting the teacher may be accompanied by a representative and/or advocate and they shall be entitled to hear all the information presented to the Board, to receive copies of all documents placed before the Board and to present witnesses on behalf of the teacher; and to ask questions of clarification regarding procedure and information presented.
- e. any decisions of the Board shall be communicated in writing to the teacher and the Association and shall contain a statement of the grounds for the decision.
- f. The time limits imposed under Article C.22.5.a and C.22.5.b above may be varied by mutual agreement of the Board and the PRDTA.

ARTICLE C.23 PROCEDURES FOR DISMISSAL WHEN BASED ON PERFORMANCE

1. The Board shall not dismiss a teacher for performance except where the Board has received three (3) reports indicating that the work of the teacher and the learning situation in the class or classes of the teacher are less than satisfactory.
2. The reports shall be prepared pursuant to the School Act and Regulation and in accordance with the following conditions:
 - a. the reports shall have been issued in a period of not less than twelve (12) months and not more than twenty-four (24) months (such period not including any absence) except in extraordinary circumstances when the learning situation in the classroom has deteriorated so that immediate supervision and evaluation are necessary.
 - b. at least one of the reports shall be a report of a Superintendent or an Assistant Superintendent or a Director of Instruction.
 - c. no more than two (2) reports may be undertaken by any one evaluator.
3. After the first less than satisfactory report, a plan of assistance will be formulated and set in motion to assist the teacher in overcoming the deficiencies.
4. When a teacher receives a less than satisfactory report, the teacher may:
 - a. request a transfer, in which case the Board shall make an effort to arrange to transfer the teacher to a mutually agreeable assignment or school; or
 - b. request and may be granted leave of absence of up to one (1) year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation(s) shall be undertaken within the balance of the twenty-four (24) months exclusive of the leave of absence period.
5. Where the Board intends to dismiss a teacher on grounds of a less than satisfactory teaching situation, it shall notify the teacher and the President of the Association of such intention and provide an opportunity for the teacher and her/his representative to meet with the Superintendent and the Board within fourteen (14) days of such notice.
6. It is the intent of both parties to this Agreement that no evaluation or any other action taken in accordance with Article C.22 and C.23 of this Agreement be defeated merely because of a technical error.

ARTICLE C.24 PART-TIME LEAVE

(See Article C.26 as well)

1. A teacher with a continuing full-time appointment to the teaching staff of the District may, without prejudice to that appointment, request a part-time leave, specifying the fraction of time requested, and the length of time for which the part-time leave is requested.

The Board shall consider each request and respond in writing to the teacher.

2. If the request is granted by the Board, the teacher shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the Board has made the part-time leave.

ARTICLE C.25 TEACHERS-ON-CALL HIRING PRACTICES

1. Teachers-on-Call List

The Board shall maintain a list of persons who are qualified and have been placed by the Board on the list of teachers-on-call. The Board shall forward a copy of such a list to the Association in the month of September, and a current list in the month of January in each school year.

2. Teachers-on-Call Hiring

- a. In calling out teachers-on-call, preference shall be given to a person on the list qualified for the assignment and who possesses a valid B.C. teaching certificate pursuant to Section 19 of the School Act.
- b. Where the Board reasonably expects a teacher to be absent for more than twenty (20) days, the vacancy shall be filled by appointment to a temporary contract, provided that the successful applicant:
 - i. has held a previous temporary appointment in the District within the past twenty-four (24) months; or
 - ii. is offered the temporary assignment as the preferred candidate in a competition among qualified candidates who have been screened according to the full extent of the District's standard recruiting practices.
- c. If a teacher-on-call is employed for twenty (20) or more continuous days for the same teacher, he/she shall be paid retroactively to the first day of the appointment as if it were a temporary appointment. After the fifth day of continuous work, short-term sickness or approved emergency leave to a maximum of three (3) days will not break the assignment.
- d. The teacher-on-call shall be entitled to the teacher's preparation time if assigned work is left for the teacher-on-call by the teacher.

- e. Unless the teacher to be replaced has specifically requested a teacher-on-call by name, the Board will distribute teacher-on-call assignments according to procedures agreed to by the Board and the Association, said procedures to be articulated in the District Administrative Handbook and each school's Teacher-On-Call Handbook and subject to change only by the mutual agreement of the Board and the Association.

ARTICLE C.26 PART-TIME APPOINTMENTS

1. Part-time teachers shall be paid in proportion to the time appointed as compared to a full-time appointment.
2. A teacher with a full-time continuing appointment to the teaching staff of the District may without prejudice to that appointment request a part-time assignment, specifying the fraction of time requested, and the length of time for which the part-time assignment is requested.
3. When the request under Article C.26.2 is granted by the Board, the teacher shall be on leave of absence status in respect of the balance of the full-time appointment, and shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the Board has made the part-time assignment. The teacher may return to a full-time assignment at an earlier date or may extend the period of part-time teaching, by agreement with the Board, if reasonable notice of the request for earlier or later return has been given.
4. Two (2) teachers employed full-time by the Board may jointly request a specified job-sharing assignment in respect of a single full-time posting. Where the request is granted:
 - a. salary shall be pro-rated according to the percentage of time worked by each teacher;
 - b. the Board shall pay the benefit contributions as provided in Article B.11.2; as if both teachers were full-time teachers;
 - c. each teacher is considered for all other purposes to be on leave of absence with respect to the time not worked.

ARTICLE C.27 TEACHER-ON-CALL EVALUATION

1. The Board and Association agree that an evaluation procedure for teachers-on-call shall be established that will allow for an evaluation after the sixth (6) consecutive teaching day in one assignment at either the request of the teacher-on-call or at the initiative of the principal. Such evaluation can take place earlier at the mutual agreement of the teacher-on-call and the Principal.
2. The evaluation procedure guidelines for Teachers-On-Call shall be subject to change by mutual consent of the parties and will be implemented through the District Administrative Handbook and the District Teachers-On-Call Handbook.

SECTION D WORKING CONDITIONS

ARTICLE D.3 ALTERNATE SCHOOL CALENDAR

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

8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

ARTICLE D.4 PREPARATION TIME

[PCA Article D.4 is not applicable in School District No. 47 (Powell River) See Article D.22]

ARTICLE D.5 MIDDLE SCHOOLS

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

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

ARTICLE D.20 INTENTIONALLY LEFT BLANK

ARTICLE D.21 INTENTIONALLY LEFT BLANK

ARTICLE D.22 HOURS OF WORK AND PREPARATION TIME

1. The instructional time shall be twenty-five (25) hours per week for full-time elementary teachers and twenty-seven and one-half (27.5) hours per week for secondary teachers.
2. Full-time secondary teachers shall be entitled to twelve and one-half percent (12.5%) of total instructional time free from classroom instruction for purposes of preparation.
3. Full-time elementary teachers will receive not less than a yearly average of ninety (90) minutes per instructional week of preparation time, effective September 1, 1993.
4. Elementary part-time teachers assigned no less than one-half (0.5) F.T.E. time shall be pro-rated for purposes of preparation.
5. Classroom teachers shall not be required to perform additional instructional or supervisory duties for a teacher who is absent except in emergency situations or when mutually agreeable.

ARTICLE D.23 REGULAR WORK YEAR FOR TEACHERS

1. The annual salary established to employees covered by this Agreement shall be payable in respect of the Teacher's regular work year which shall not exceed the number of days required in the Ministry calendar.

The regular work year shall include the number of non-instructional days set out in the calendar and any administrative time set aside in the Ministry calendar. Should regulations be enacted that either party sees as having an impact on this Article, the parties will meet forthwith to negotiate the appropriate modifications.

In the event that agreement is not reached within two weeks of the beginning of negotiations either party may refer the matter to H. Allan Hope, who shall mediate/arbitrate a resolution of the dispute.

2. Any teacher requested by an Administrator and who agrees to work beyond the number of prescribed days in the Ministry calendar shall be compensated, however it is expected that all teachers will make adequate in-school preparation for instruction prior to the commencement of their teaching assignment.
3. Counselors
 - a. Counselors may be required to work outside of the Ministry calendar parameters, but shall not be required to exceed the total number of days in session without compensation.
 - b. By June 1, the tasks, dates and counseling personnel required for the school's program needs beyond the prescribed school year shall be decided in consultation with the counselors and the principal.
 - c. Counselors required to work beyond the prescribed school calendar will be compensated as per Article B.27.2.

ARTICLE D.24 EXTRA-CURRICULAR ACTIVITES

1. In this Agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally developed curricula of the school and which are beyond the regularly prescribed hours of instruction.
2. While the Board and Association recognize extra-curricular activities as an integral part of the school program, the Board and Association agree that teacher participation in extra-curricular activities is voluntary. The Board shall not direct that extra-curricular activities be performed; nor shall the Association take action to withdraw extra-curricular activities during the term of this Agreement.
3. While voluntarily involved in extra-curricular activities, teachers shall be covered by the Board's liability insurance.

ARTICLE D.25 STAFF MEETINGS

1. At least seven (7) days' notice of regular staff meetings shall be given.
2. Staff members shall have the right to place items for consideration on the staff meeting agenda seventy-two (72) hours prior to the meeting.
3. Written minutes of staff meetings shall be kept and posted.
4. Regular staff meetings shall not:
 - a. commence prior to one (1) hour before classes begin or conclude later than one and one-half (1 1/2) hours after the dismissal of pupils, except by mutual agreement;

- b. occur during the noon intermission, except by mutual agreement;
 - c. occur on weekends, holidays, or other days when school is not in session.
5. The Association recognizes the right of management to call meetings for emergency or special circumstances where and when required.

ARTICLE D.26 TECHNOLOGICAL CHANGE

1. Definition

For the purposes of this Agreement, the term "Technological Change" shall refer to introduction of equipment and its related material or processes.

2. The process to be followed where the Board intends to introduce equipment and its related material or processes which affects the security of employment of members of the Association shall be:

a. Notice and Discussion

When it is determined that the introduction of a technological change is under consideration or is to be introduced, the Board shall notify the Association in writing. Such notice shall be given at least ninety (90) days before the date on which the Board proposes to introduce the technological change. Once such notice is given, the Board agrees to discuss the matter with the Association.

b. Information to be provided

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

- i. the nature of the change;
- ii. effective date of the change;
- iii. the approximate number, type and location of Association members affected by change;
- iv. the anticipated effects the change may have on Association members.

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

- c. Once notice of a technological change has been given pursuant to Article D.26.2.a and prior to implementation of the change, the Board will determine in consultation with the Association, the options for the employees affected by the change. The options may include but not be limited to retraining, transfer and severance.

ARTICLE D.27 HEALTH AND SAFETY

1. The Association and Board agree that regulations made pursuant to the Workers' Compensation Act or any other statute of the Province of British Columbia pertaining to the working environment shall be fully complied with.
2. Teachers will be given equal representation on the District Health and Safety Committee.

ARTICLE D.28 ASSOCIATION INVOLVEMENT IN BOARD BUDGET PROCESS

Representatives of the Association shall have the right to take a budget presentation to the Board annually.

ARTICLE D.29 EDUCATION FOR STUDENTS WITH SPECIAL NEEDS

1. Appropriately trained persons shall be responsible to administer medication, perform medical procedures or attend to physical needs. The Board shall establish and implement policy, regulations and procedures, for the administration of medication and for addressing other medical needs.

ARTICLE D.30 NOON-HOUR SUPERVISION

1. The Powell River School Board agrees that teachers shall be entitled to a duty-free lunch period, the minimum time for which shall be thirty (30) minutes.
 - a. The PRDTA agrees to the condition that each elementary classroom teacher shall supervise while students are eating lunch for a period of time set by the principal but not to exceed fifteen (15) minutes where this is present practice.
 - b. It is further agreed that the teachers in the secondary schools who are responsible for the supervision of the noon period gym program, the supervision in the library and the supervision of the computer room shall not be included in this duty-free lunch hour clause. These teachers shall receive a minimum of twenty (20) minutes duty free time immediately prior to or immediately following any regular noon period in which they supervise, unless there is another mutually agreeable arrangement between the teacher and the principal.
 - c. The PRDTA also agree that the present practice of noon activity in the gym under the supervision of teachers on a voluntary basis at the elementary schools, will continue and that any teacher who wishes to conduct any activity during his/her lunch period may do so.
 - d. It is further agreed by the PRDTA that this clause will be put into effect only if qualified CUPE personnel can be employed for a period of one (1) hour per day to carry out the necessary supervision.

- e. Qualified is deemed to mean personnel that are capable of managing, controlling and supervising students in a manner acceptable to the school principal.
 - f. If qualified CUPE personnel are not available it is agreed that the possibility of hiring teachers to perform noon-hour supervision will be explored.
2. No teacher shall be required to perform any supervision beyond a yearly average of thirty (30) minutes per week.

SECTION E PERSONNEL PRACTICES

ARTICLE E.1 NON-SEXIST ENVIRONMENT

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

ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT

1. General

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

2. Definitions

- a. For the purpose of this article harassment shall be defined as including:
 - i. sexual harassment; or

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

3. Resolution Procedure

a. Step 1

- i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express his/her feelings about the situation.
- ii. Before proceeding to Step 2, the complainant may approach his/her administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to E.2.5 Informal Resolution Outcomes

b. Step 2

- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.

- ii. The complaint should include specific behaviours which form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.
 - iii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.
 - iv. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.
- c. Step 3
- i. The employer shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.
 - ii. The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

4. Remedies

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
 - i. reinstatement of sick leave used as a result of the harassment;
 - ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
 - iii. redress of any career advancement or success denied due to the negative effects of the harassment;
 - iv. recovery of other losses and/or remedies which are directly related to the harassment.
- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.

- e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

5. Informal Resolution Outcomes

- a. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
 - i. All discussions shall be solely an attempt to mediate the complaint;
 - ii. Any and all discussions shall be completely off the record and will not form part of any record;
 - iii. Only the complainant, respondent, and administrative officer shall be present at such meetings
 - iv. No discipline of any kind would be imposed on the respondent; and
 - v. The BCTF and its locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at meetings pursuant to E.2.5.a.
- b. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of E.2.5.a, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.
- c. In the circumstances where a respondent has acknowledged responsibility pursuant to E.2.5.a, the employer may advise a respondent of the expectations of behaviour pursuant to Article E.2 in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

6. Training

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

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

- b. The awareness program shall include but not be limited to:

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

ARTICLE E.20 PERSONNEL FILES

1. There shall be only one personnel file for each teacher maintained at District offices.
2. After receiving a request from a teacher in respect of the District file, the Superintendent shall at a mutually convenient time provide access to that teacher's file.
3. A Board representative shall be present when a teacher reviews his/her file, and the teacher may be accompanied by an individual of his/her choosing.
4. A teacher shall have the opportunity to attach a written rebuttal to any material contained in the District file.
5. Except for formal evaluation reports, where material critical of the teacher or in the nature of a reprimand is placed in his/her school based or district based personnel file, the teacher shall be informed and provided with a copy as soon as it is practical. The teacher may apply to have the material removed two (2) years after the filing. If the Board decides to retain the material it may do so but will notify the teacher in writing of the reason for the denial.

ARTICLE E.21 DISCRIMINATION

Any expression of discrimination or racism, by any employee of the Board shall not be tolerated or condoned by the Board or Association.

ARTICLE E.22 POSTING AND FILLING VACANT POSITIONS (ASSIGNMENTS)

1. In this article “vacancy” means an existing or newly created teaching position which the Board intends to fill.
2. All vacancies shall be advertised in all schools and centres of the School District within a reasonable time of their becoming known.
3. The Board shall fill vacancies other than those for positions of special responsibility in the following priority, provided that the teacher has the necessary qualifications to perform the duties of the vacant position.
 - a. Teachers returning from leave of absence;

Continuing appointees transferred on the initiative of the Board,
with reasons for transfer;

Continuing appointees requesting transfer.
 - b. Part-time continuing contract teachers requesting an increase in the time of their assignment or appointment, subject to the approval of the Superintendent;

Teachers on the recall list;

Temporary teacher appointees who have held a previous temporary contract, subject to the approval of the Superintendent.

ARTICLE E.23 TRANSFER OF TEACHERS

1. The Association and the Board endorse the concept of voluntary teacher transfers as one method for teachers to be given the opportunity to experience professional growth.
2. Teachers interested in the transfer process may obtain staffing information relevant to their position and discuss matters related to it with their principal.
3. Requests for transfer initiated by the teacher may be cancelled at any time by notifying in writing the Office of the Superintendent.
4. Teachers will have up to two teaching days to reply to any offer of voluntary transfer by notifying their Administrative Officer and the Office of the Superintendent.
5. A description of vacancies may be obtained during the staffing process by contacting any Administrative Officer or the Office of the Superintendent.
6. Upon completion of the Spring staffing process, teachers with unmet transfer requests will be advised in writing that they may elect to continue to be considered for any appropriate vacancies which may arise during the summer months.

7. Transfers shall not be initiated by the Board for disciplinary reasons.
8. The reason for Board initiated transfers must be stated in writing and copies sent to the teacher concerned and the Association.

ARTICLE E.24 FALSELY ACCUSED EMPLOYEE ASSISTANCE

When a teacher has been accused of any improper behavior in the course of exercising his/her duties as an employee, and the Board has concluded, after a formal investigation has occurred, that the accusation is not true, on a balance of probabilities, then the teacher may be entitled to special assistance as determined by the Superintendent and the President of the PRDTA who will meet to determine what assistance will be provided.

ARTICLE E.25 SCHOOL ACT APPEALS

1. Where a pupil and/or parent/guardian files a Notice of Appeal that concerns a decision made by an employee covered by this Agreement, the Review Committee will advise the employee of the filing and facts alleged.
2. If the Review Committee determines that the appeal will be considered, the employee will be invited to present information as a resource person to aid the committee in its deliberations. The employee may be accompanied by a representative of their choice.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.20 PROFESSIONAL DEVELOPMENT

1. The Board shall establish a fund for the purpose of promoting professional development of the teaching staff of School District No. 47.
2. The total amount to be placed in this fund by the Board shall be calculated by multiplying the number of full-time equivalent teachers as of September 30th, by the applicable amount in Article F.20.2.a through F.20.2.e. In addition, ten percent (10%) of this amount will be contributed to the fund by the Association. On July 1, the amount per teacher shall change by an amount equal to the average percentage change on the salary schedule. The sharing of this change will be in the same proportion as the sharing of the basic amount. In addition, the cost of teachers-on-call and/or replacements for those teachers granted any professional development leave shall be borne by the Board and the Board shall annually contribute a sum of five thousand dollars (\$5,000.00) to be used exclusively for curriculum implementation.
 - a. Effective July 1, 2006: \$385.28
 - b. Effective July 1, 2007: \$394.91
 - c. Effective July 1, 2008: \$404.78
 - d. Effective July 1, 2009: \$414.90
 - e. Effective July 1, 2010: \$423.20
3. The fund shall be administered according to bylaws approved by the Board and the Association. The fund shall encompass but shall not be restricted to the following professional activities:
 - a. short term in-service courses of three (3) days or less in duration,
 - b. long term courses of more than three (3) days' duration,
 - c. educational improvement leave,
 - d. curriculum implementation.
4. The Professional Development Committee shall be composed of three (3) members for the Board and three (3) members for the Association. The Professional Development Co-ordinator shall act in the capacity of chairperson and will be a non-voting member of the committee.
5. Actions of the Committee are not subject to the Grievance Procedure as outlined in Article A.6.

ARTICLE F.21 PROFESSIONAL AUTONOMY

1. Teachers shall, within the bounds of the prescribed curriculum and consistent with educational practice generally accepted within the B.C. public school system, have individual professional autonomy in determining the methods of instruction, the planning, and evaluation of course materials.

2. Teachers will ensure that the methods used will satisfactorily achieve the essential learning outcome/curricula objectives as outlined in Provincial and District curricula/courses of study.

SECTION G LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE

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

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

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

ARTICLE G.2 COMPASSIONATE CARE LEAVE

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

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

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

ARTICLE G.20 SICK LEAVE

- 1. Sick leave means the period of time a teacher is permitted to be absent from work without loss of pay while ill, disabled, quarantined or because of an accident for which compensation is not payable under the Workers' Compensation Act. Sick leave shall not be used where the teacher is eligible for maternity leave.
- 2. Sick leave allowance means the number of days that a teacher has been credited through service to the Board and for which he/she will be entitled to sick leave at his/her regular rate of pay.
- 3. Sick leave allowance shall be credited to a teacher on the basis of one-and-one-half (1-1/2) days for each month taught in the service to the Board prorated for part-time teaching.

In any one year when a teacher has not used his/her sick leave allowance or has only used a portion of it, the entire unused allowance shall accumulate for his/her future use.

Deduction shall be made from sick leave allowance on the basis of one (1) day for one

(1) working day pro-rated (exclusive of holidays) of sick leave granted to a maximum of 120 days in any one school year.

Medical/dental appointments that cannot be arranged outside of working hours will be deducted from the teachers' sick leave accumulation at the minimum of 1/2 day allotments depending upon the length of the absence.

4. An Administrative Officer or Superintendent may ask that a teacher produce a certificate from a duly qualified medical practitioner for any illness certifying that such teacher is unable to carry out his/her duties due to such illness.
5. In each year, the total appropriate yearly sick leave allotment as per Article G.20.1 shall be available to each teacher at the beginning of the school year. Teachers commencing employment with the Board during the year shall then have available to them the pro-rata portion of sick leave benefits which would accrue to them for the balance of the school year. Any sick leave paid to an employee that exceeds that to which an employee would be entitled will be deducted from the employee's final cheque.
6.
 - a. When a teacher is given leave of absence without pay for any reason or is laid off and returns to the service of the Board upon expiration of such leave of absence or layoff, he/she shall not receive sick leave allowance for the period of such absence but shall retain his/her cumulative allowance, if any, existing at the time of such leave or layoff.
 - b. Sick leave allowance that was previously ported from SD No. 47 to another district, pursuant to PCA Article G.1 shall not be retained.
7. A record of all unused sick leave allowance will be kept by the Board. The Board shall advise each teacher in October or upon written application of the amount of his/her accumulated sick leave allowance.

Any disagreement in the amount of accumulated sick leave allowance must be reported within thirty (30) days or it will be deemed correct.
8. All sick leave credits are cancelled upon termination of employment.
9. Sick leave accumulated by each teacher prior to June 30, 1988 shall continue to be credited to that teacher.
10. Compensation received from the W.C.B. for a work-related illness or injury shall be paid to the Board and the teacher shall continue to be paid full salary. The difference between regular salary and the compensation payment shall be charged against the teacher's sick leave credit until no accumulated sick leave remains, whereupon the Board's responsibility shall cease.

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

ARTICLE G.21 BEREAVEMENT LEAVE

1. The Board shall grant leave without loss of pay to a maximum of five (5) days in the case of the death of a member of an employee's Immediate Family and to a maximum of four (4) days in the case of the death of a sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, step-mother or step-father, provided that the days are taken at the time of attending the service, at the time of death or to make arrangements.
2. In exceptional circumstances such as distance of travel, leave in excess of five (5) days may be granted without pay upon written request to the Superintendent.

ARTICLE G.22 APPROVED SHORT TERM LEAVE

1. The Board shall grant short term leave of absence without loss of pay to an accumulated maximum of two (2) days each year. Such leave shall be confined to the following:
 - a. the birth of a child, adoption, or legal guardianship;
 - b. attending a convocation where the teacher, spouse, or child, is to receive a degree;
 - c. occasion of the teacher's marriage or that of a person in the teacher's immediate family;
 - d. participation as a member or coach of an athletic team participating in provincial, national or international events;
 - e. one (1) day leave with pay shall be granted to meet a personal need requirement.

ARTICLE G.23 LEAVE FOR ELECTIVE OFFICE

1. When a teacher is nominated as a candidate and wishes to contest a provincial or federal election, with thirty (30) calendar days written notice, he or she shall be given leave of absence, subject to a replacement being hired suitable to the Superintendent, without pay, during the election campaign. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, he/she shall be granted a long-term leave of absence.
2. Teachers elected or appointed to municipal or regional district offices may be granted leave of absence, at the cost of a teacher-on-call, up to a maximum of five (5) days in any one school year.

ARTICLE G.24 SUMMER SESSIONS

1. All teachers with five (5) years' experience or more in the district may be granted leave

of up to five (5) teaching days in June to attend summer sessions out of the Province without loss of pay.

2. Leave of absence may be granted to teachers with less than five years' experience in the district at cost of the teacher-on-call to the teacher.
3. A maximum of three persons per year will be granted leave under the provisions of this article.
4. Applications must be submitted to the Superintendent by May 15th, co-signed by the Principal indicating that satisfactory arrangements can be made.

ARTICLE G.25 COURT DUTY

1. The Board shall grant leave without loss of pay to any employee who is subpoenaed for jury duty or called upon to act as a court witness provided he/she turns over to the Board any monies received for serving as a juror or witness on days he/she would normally be working. This will also apply where an employee is called upon to act as a witness in court, or at any other judicial proceeding on behalf of the Board.
2. Where the private affairs of an employee have led to an appearance of that employee in legal proceedings a leave of absence without loss of pay may be granted by the Superintendent, subject to the cost of the teacher-on-call being deducted from the teacher's pay cheque.

ARTICLE G.26 MATERNITY LEAVE

1. Short-term Maternity Leave

A pregnant teacher shall be granted, upon request, a leave of absence as provided in the Employment Standards Act.

2. Extended Maternity Leave

Teachers granted leave under Article G.26.1 who choose not to return to work at the expiry of that leave shall be granted extended maternity leave without pay of up to ten (10) school months, such leave to be requested six (6) school weeks prior to the start of a semester or term. In any event the return to work shall coincide with the start of a semester or term.

3. Personal leave without pay shall be granted upon request for the duration of a school year.

4. Early Return and Emergency Situations

When a change in circumstances related to a teacher's pregnancy has occurred and she no longer requires the previously applied for Extended Maternity Leave, she may apply for an early return to teaching. In such cases the teacher will be placed as soon as a suitable position is available. Early return from maternity leave shall be as provided by

the Employment Standards Act.

5. Supplemental Benefits on Maternity Leave

When a pregnant teacher takes the maternity leave to which she is entitled pursuant to the Employment Standards Act and this Collective Agreement, the Board shall pay the teacher ninety (90%) of her current salary for the first two (2) weeks of the leave.

ARTICLE G.27 EDUCATIONAL LEAVE

The Board may grant educational leave, without pay, for employees to upgrade academic qualifications. Each case will be determined on an individual basis and approval or disapproval will not be subject to the grievance procedure.

SIGNATURES

SIGNED:

For the Board,
School District No. 47 (Powell River)

For the Powell River District
Teachers' Association

Superintendent

Chairman, Agreements Committee

Secretary-Treasurer

President of the Association

For the British Columbia Public School
Employers' Association:

For the British Columbia Teachers'
Federation:

PROVINCIAL LETTERS OF UNDERSTANDING/INTENT

LETTER OF INTENT No. 1

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Formalization of Middle School Provisions

Not Applicable in School District No. 47 (Powell River).

LETTER OF UNDERSTANDING NO. 1

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

Re: Designation of Provincial and Local Matters

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

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

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

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

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

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

Appendix 1 PROVINCIAL MATTERS
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Appendix 1 – Provincial Matters

Housekeeping — Form Issues

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

Section A — The Collective Bargaining Relationship

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

3.52 *Chief Delegates, Union Staff Representatives, Representation,*

Due Process Right to Representation

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

Section B — Salary and Economic Benefits

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

Special Placement

- 5. Salary Scale

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

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

- 33. Group RRSP
 - 3.38 *Benefits - RRSP*

Section C — Employment Rights

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

Section D — Working Conditions

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

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

Section E — Personnel Practices

- 1. Definitions

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

Section F — Professional Rights

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

Section G — Leaves of Absence

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

1.54 Short Term - Leave, Discretionary; General; Personal

9. Leave for Elected Office and Community Service
 - 1.49 Community Service; Search and Rescue Leave*
 - 1.51 Election Leave, Political Leave*
10. WCB Leave With Pay
 - 1.21 WCB*
 - 1.67 Worker's Compensation - Leave*
11. Early Retirement Incentive Plan - separate from B
12. Leave of Absence Incentive Plan
 - 1.47 Absence Incentive Plan - Leave*
13. Religious Holidays
 - 1.62 Religious Holiday - Leave*
14. Leave to Attend Retirement Seminars
 - 1.112 Leave to Attend Retirement Seminars*
15. Leave for Communicable Disease
 - 1.63 Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
16. Leave for Conference Participation
 - 1.113 Leave for Conference Participation*
17. Leave for Competitions
 - 1.55 International Amateur Competition, Sports Competition Leave*
18. Leave for Visiting Exchange Teachers (needs broader title)
 - 1.59 Dept. of Defence, Exchange Teacher; Outside Assignment, Secondment, Detached Duty - Leave, Resource Teacher Assignment*
19. Leave for University Convocations (needs broader title)
 - 1.64 Citizenship, Marriage, Special Circumstances, Grad, Weather Leaves*
20. Leave for Blood, Tissue and Organ Donations
 - 1.63 Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
21. Leave for Exams
 - 1.50 Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading, - Board Directed*
22. Miscellaneous Leaves with cost
 - 1..58 Other - Leave*
 - 1.106 Committee - Detached Duty*

May 31, 1995 - Provincial

Appendix 2

LOCAL MATTERS

Appendix 2 – Local Matters

Housekeeping - Form

- 4.37 *Glossary for Terms*
- 4.17 *Cover Page of Agreement - Memorandum*
- 4.21 *Preamble, Introduction, Objects, Statement of Purpose*
- 4.22 *Purpose of Contract*

Section A — The Collective Bargaining Relationship

1. Local Negotiation Procedures
 - 4.1 *Abeyance of Contract*
2. Recognition of Union
 - 4.39 *Recognition of Union*
3. Access to Worksite
 - 4.2 *Access to Worksite*
4. Use of School Facilities
 - 4.30 *Use of Facilities*
5. Bulletin Board
 - 4.6 *Bulletin Board*
6. Internal Mail
 - 4.15 *Internal Mail*
7. Access to Information
 - 4.40 *Access to Information*
8. Teachers' Assistants (NOTE: See also Addendum C)
 - 4.29 *Aides, Volunteers, Teacher Assistants*
9. Picket Line Protection
 - 4.38 *Protection - Picket Line; School Closures - Re: Picket Lines (Strikes)*

Section B — Salary and Economic Benefits

1. Purchase Plans for Equipment
 - 4.27 *Computer Purchase*
2. Payroll Deductions
 - 4.24 *Payroll Deductions to Teachers Investment Account; Canada Savings Bond Deductions; Investment of Payroll -Choice of Bank Account*
3. Employee Donations for Income Tax Purposes

Section D — Working Conditions

1. Extra-curricular Activities
3.11 *Extra-curricular*
2. Staff Meetings
4.28 *Meetings - Staff*
3. Health and Safety
4.26 *No Smoking - Smoke Free Environment*
4. Health and Safety Committee
4.14 *Accident Prevention Committee; Health and Safety Committee*
5. Hazardous Materials
6. Student Medication and Medical Procedures
1.68 *Integration, Mainstreaming, Special Needs Students Specific to Student Medication and Medical Procedures*
7. Local Involvement in Board Budget Process
4.5 *Committee - Finance Board Budget - Union Involvement, School Funds*
8. Teacher Involvement in Planning New Schools
4.27 *Computer Purchase Plan; Construction of New Schools (Teacher Input) Equipment, Utilization, Supplies*

Section E — Personnel Practices

1. Personnel Files
4.20 *Personnel Files*
2. School Act Appeals
4.25 *Appeal by Students/Parents Under School Act*
3. Board Policy
4.4 *Board Policy - Commercialism in Schools; Input into Board Policy*
4. No Discrimination
4.35 *Discrimination*
5. Race Relations
4.33 *Multiculturalism; Race Relations*
6. Gender Equity
4.36 *Gender Equity*
- 6.1 NOTE: Re: Selection of Administrative Officers, see Addendum B.

Section F — Professional Rights

1. Professional Development Committee (NOTE: See also Addendum C)

- 1.78 *Professional Development Committee - as related to control*
- 2. First Nations Curriculum
 - 4.12 *First Nations - Indian Studies Curriculum*
- 3. Women's Studies
 - 4.31 *Women's Studies*
- 4. Committees
 - 4.8 *Committee - Professional Relations*
 - 4.19 *Parent Advisory Council*
 - 4.48 *Joint Studies, Liaison, Employment Relations Committee*
- 5. Fund raising
 - 4.13 *Fund Raising*
- 6. Classroom Expenses
 - 4.23 *Reimbursement for Classroom Materials Paid by Teachers*

Section G — Leaves of Absence

- 4.3 *Banked Time Plan*
- 4.7 *Committee - Leave of Absence*
- 4.18 *Non-Contractual Items, Without Prejudice*
- 4.11 *Energy Awareness*
- 4.16 *Leave - notice*
- 1. Long Term Personal Leave
- 2. Extended Maternity/Parental Leave/Parenthood (or their equivalent)
- 3. Deferred Salary/Self Funded Leave Plans

Other unpaid leaves from Previous Local Agreements not otherwise contained in Appendix 1 are deemed to be part of Appendix 2 (Local Matters).

NOTE: See also Addendum A and Addendum D re unpaid leaves.

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

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

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

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

"Alice McQuade"
President
BC Teachers' Federation

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

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

Professional Development

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

Professional Development:

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

For BCTF:
"R. Worley"

For BCPSEA:
"K. Halliday"

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

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

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

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

Dated this 7th of October, 1997.

British Columbia Teachers' Federation

British Columbia Public School Employers'
Association

"R. Worley"

"K. Halliday"

LETTER OF UNDERSTANDING NO. 2

Between:

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

And:

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

Re: Approved list of arbitrators for:

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

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

John Kinzie
Judi Korbin
Robert Pekeles

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

Dated: August 14, 2007

Originals signed by:

Irene Lanzinger
For the BCTF

Jacque Griffiths
For the BCPSEA

LETTER OF UNDERSTANDING No. 3. a

Between

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

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

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

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

Not Applicable in School District No. 47 (Powell River).

LETTER OF UNDERSTANDING No. 3.b

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

Not Applicable in School District No. 47 (Powell River).

LETTER OF UNDERSTANDING No. 4

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

Re: Early Incentive Payment

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: One Time Payment to Teacher Inflation Adjustment Account

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

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

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 6

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

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

Original signed by:

Brian Kennelly
BCTF Co-Chief Negotiator

Jacquie Griffiths
BCPSEA Chief Negotiator

Suzie Mah
BCTF Co-Chief Negotiator

LETTER OF UNDERSTANDING No. 7

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Articles Housekeeping Committee

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 8

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Rehabilitation Committee

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Benefits Review Committee

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 11

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

Re: 2008 Salary Harmonization

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 12

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

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

Remote Recruitment & Retention Allowance:

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 13

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

Re: Fiscal Dividend

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

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

The Fund will be determined as follows:

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

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 14

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

Re: Article B.12 Category 5+ Transitional Provisions

Not Applicable in School District No. 47 (Powell River).

LETTER OF UNDERSTANDING No. 15

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

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

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

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

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

remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.

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

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

Original Signed by:

Jacquie Griffiths
BC Public Employers' Association

Jim Iker
BC Teachers' Federation

January 14, 2008

January 21, 2008

LETTER OF UNDERSTANDING No. 16

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

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

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

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

any previous staffing decision with the understanding that anomalies could be discussed and considered at labour management.

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Original Signed by:

Jacquie Griffiths
BC Public Employers' Association

March 12, 2008

Irene Lanzinger
BC Teachers' Federation

March 13, 2008

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