

WORKING DOCUMENT

2006 – 2011

PROVINCIAL COLLECTIVE AGREEMENT

- BETWEEN -

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
(The "Employer")**

AND

**BRITISH COLUMBIA TEACHERS' FEDERATION
(The "Local")**

Effective July 1, 2006 to June 30, 2011

AS IT APPLIES IN S.D. #48 (HOWE SOUND)

Please note: This document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between BCTF and BCPSEA under the *Public Education Labour Relations Act*, as those terms and conditions are applicable to this school district. In the event of dispute, the original source documents would be applicable.

TABLE OF CONTENTS

TABLE OF CONTENTS	2
PREAMBLE.....	8
SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP.....	9
ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION.....	9
ARTICLE A.2 RECOGNITION OF THE UNION	10
ARTICLE A.3 MEMBERSHIP REQUIREMENT	10
ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION	11
ARTICLE A.5 COMMITTEE MEMBERSHIP	11
ARTICLE A.6 GRIEVANCE PROCEDURE	12
ARTICLE A.7 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS	15
ARTICLE A.8 LEGISLATIVE CHANGE.....	15
ARTICLE A.20 MANAGEMENT RIGHTS	16
ARTICLE A.21 COLLEGE OF TEACHERS FEES.....	16
ARTICLE A.22 USE OF FACILITIES.....	16
ARTICLE A.23 NOTICE BOARDS	16
ARTICLE A.24 INTERNAL DELIVERY SERVICE	17
ARTICLE A.25 PROVISION OF INFORMATION	17
ARTICLE A.26 RIGHT TO REPRESENTATION.....	17
ARTICLE A.27 LEAVE OF ABSENCE - UNION AND RELATED BUSINESS	18
ARTICLE A.28 PICKET LINE PROTECTION	20
ARTICLE A.29 PROVISION OF AGREEMENT.....	21
ARTICLE A.30 EXCLUSIONS FROM UNIT AND NEW CLASSIFICATIONS	21
ARTICLE A.31 LIAISON COMMITTEE	21
ARTICLE A.32 TEACHER ASSISTANTS.....	21
ARTICLE A.33 NO CONTRACTING OUT	22

SECTION B	SALARY AND ECONOMIC BENEFITS	23
ARTICLE B.1	SALARY	23
ARTICLE B.2	TEACHER ON CALL PAY AND BENEFITS	24
ARTICLE B.3	SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION	26
ARTICLE B.4	EI REBATE	26
ARTICLE B.5	REGISTERED RETIREMENT SAVINGS PLAN	26
ARTICLE B.6	SALARY INDEMNITY PLAN ALLOWANCE	27
ARTICLE B.7	REIMBURSEMENT FOR PERSONAL PROPERTY LOSS.....	28
ARTICLE B.8	OPTIONAL TWELVE-MONTH PAY PLAN	28
ARTICLE B.9	PAY PERIODS	29
ARTICLE B.10	REIMBURSEMENT FOR MILEAGE AND INSURANCE	29
ARTICLE B.11	BENEFITS	30
ARTICLE B.12	CATEGORY 5+.....	32
ARTICLE B.20	SALARY PROTECTION.....	34
ARTICLE B.21	PLACEMENT IN CATEGORIES ON SALARY SCHEDULE.....	34
ARTICLE B.22	RECOGNITION OF EXPERIENCE ON APPOINTMENT TO STAFF	35
ARTICLE B.23	INCREMENTS AND INCREMENT DATES ON STAFF	36
ARTICLE B.24	PAY FOR PART-TIME TEACHERS.....	37
ARTICLE B.25	PAY FOR INCOMPLETE MONTHS.....	37
ARTICLE B.26	DEDUCTIONS FROM PAY	37
ARTICLE B.27	SUMMER SCHOOL TEACHERS	37
ARTICLE B.28	CLASSIFICATIONS OF SPECIAL RESPONSIBILITY	37
ARTICLE B.29	REIMBURSEMENT FOR EXPENSES	38
ARTICLE B.30	FIRST AID.....	38
ARTICLE B.31	TEACHER IN CHARGE	38
ARTICLE B.32	RURAL BONUS	39
ARTICLE B.33	CATEGORY 5+ 30 AGREEMENT.....	39

SECTION C	EMPLOYMENT RIGHTS	41
ARTICLE C.1	RESIGNATION	41
ARTICLE C. 2	SENIORITY	41
ARTICLE C.3	LAY-OFF AND RECALL.....	44
ARTICLE C.20	PART-TIME APPOINTMENTS	46
ARTICLE C.21	TEMPORARY TEACHERS.....	47
ARTICLE C.22	DISMISSAL FOR TEACHERS NEW TO DISTRICT	48
ARTICLE C.23	APPOINTMENTS OF TEACHERS ON CALL	48
ARTICLE C.24	DISCIPLINE AND DISMISSAL	49
ARTICLE C.25	EVALUATION OF TEACHER PERFORMANCE	51
SECTION D	WORKING CONDITIONS	54
ARTICLE D.1	INTENTIONALLY LEFT BLANK – REMOVED BY LEGISLATION	54
ARTICLE D.2	INTENTIONALLY LEFT BLANK – REMOVED BY LEGISLATION	54
ARTICLE D.3	ALTERNATE SCHOOL CALENDAR	54
ARTICLE D.4	PREPARATION TIME.....	55
ARTICLE D.5	MIDDLE SCHOOLS	56
ARTICLE D.20	HOURS OF WORK/PREPARATION TIME	57
ARTICLE D.21	WORK YEAR	57
ARTICLE D.22	SUPERVISION DUTIES (NOON HOUR AND RECESS).....	58
ARTICLE D.23	EXTRA-CURRICULAR ACTIVITIES	58
ARTICLE D. 24	STAFF MEETINGS.....	59
ARTICLE D.25	TECHNOLOGICAL CHANGE	59
ARTICLE D.26	HEALTH AND SAFETY COMMITTEE.....	60
SECTION E	PERSONNEL PRACTICES	62
ARTICLE E.1	NON-SEXIST ENVIRONMENT	62
ARTICLE E.2	HARASSMENT/SEXUAL HARASSMENT	62
ARTICLE E.20	TEACHER ASSIGNMENT – IN SCHOOL (ALTERED BY LEGISLATION)	66

ARTICLE E.21	DEFINITION OF TEACHERS AND TEACHER STATUS.....	67
ARTICLE E.22	POSTINGS AND FILLINGS	68
ARTICLE E.23	TRANSFERS INITIATED BY THE BOARD	69
ARTICLE E.24	TEACHER EXCHANGE WITHIN THE DISTRICT	70
ARTICLE E.25	NO DISCRIMINATION.....	70
ARTICLE E.26	RACE RELATIONS	71
ARTICLE E.27	PERSONNEL FILES	71
ARTICLE E.28	SCHOOL ACT SECTION 11 APPEALS.....	71
ARTICLE E.29	FALSELY ACCUSED EMPLOYEE ASSISTANCE.....	72
ARTICLE E.30	ACTS OF PHYSICAL VIOLENCE	72
SECTION F	PROFESSIONAL RIGHTS	73
ARTICLE F.20	PROFESSIONAL DEVELOPMENT FUNDING AND CONTROL	73
ARTICLE F.21	PROFESSIONAL DEVELOPMENT ON NON-INSTRUCTIONAL DAYS.....	73
ARTICLE F.22	DISTRICT CO-ORDINATING COMMITTEE FOR CURRICULUM	74
ARTICLE F.23	PROFESSIONAL AUTONOMY	74
SECTION G	LEAVES OF ABSENCE	75
ARTICLE G.1	PORTABILITY OF SICK LEAVE.....	75
ARTICLE G. 2	COMPASSIONATE CARE LEAVE	75
ARTICLE G.20	SICK LEAVE.....	76
ARTICLE G.21	WORKERS' COMPENSATION LEAVE.....	78
ARTICLE G.22	PREGNANCY/MATERNITY LEAVE.....	78
ARTICLE G.23	PATERNITY LEAVE	78
ARTICLE G.24	LEAVE FOR ADOPTION.....	79
ARTICLE G.25	PARENTAL AND PARENTHOOD LEAVE.....	79
ARTICLE G.26	JURY DUTY AND APPEARANCE IN LEGAL PROCEEDINGS.....	79
ARTICLE G.27	COMPASSIONATE LEAVE.....	80
ARTICLE G.28	FUNERAL LEAVE.....	80

ARTICLE G.29 PERSONAL LEAVE	80
ARTICLE G.30 LEAVE FOR FAMILY ILLNESS.....	81
ARTICLE G.31 LEAVE FOR SEARCH AND RESCUE ACTIVITIES.....	81
ARTICLE G.32 LEAVE FOR ELECTED OFFICE	81
ARTICLE G.33 EDUCATIONAL LEAVE	81
ARTICLE G.34 SELF-FUNDED LEAVE PLAN	82
ARTICLE G.35 DISCRETIONARY LEAVE	83
SIGNATURES.....	84
SCHEDULE A: TABLE 1 / ANNUAL SALARY GRID.....	85
SCHEDULE A: TABLE 2 / ANNUAL SALARY GRID.....	85
SCHEDULE A: TABLE 3 / ANNUAL SALARY GRID.....	86
SCHEDULE A: TABLE 4 / ANNUAL SALARY GRID.....	87
SCHEDULE A: TABLE 5 / ANNUAL SALARY GRID.....	87
SCHEDULE B: ALLOWANCES AND BONUSES	88
TYPE C SCHOOL – OVER 40 STAFF MEMBERSLETTERS OF UNDERSTANDING/INTENT	89
LETTERS OF UNDERSTANDING/INTENT.....	90
LETTER OF INTENT No. 1	90
Re: Formalization of Middle School Provisions	90
Does not apply in School District No. 48 (Howe Sound).....	90
LETTER OF UNDERSTANDING NO. 1	91
Re: Designation of Provincial and Local Matters	91
Appendix 1 – Provincial Matters.....	92
Appendix 2 – Local Matters.....	101
LETTER OF UNDERSTANDING NO. 2	106
Re: Approved list of arbitrators for:	106
LETTER OF UNDERSTANDING No. 3. a.....	107
Re: Section 4 of Bill 27 Education Services Collective Agreement Act.....	107

Does not apply in School District No. 48 (Howe Sound).....	107
LETTER OF UNDERSTANDING No. 3.b	108
Re: Section 27.4 Education Services Collective Agreement Act	108
Does not apply in School District No. 48 (Howe Sound).....	108
LETTER OF UNDERSTANDING No. 4	109
Re: Early Incentive Payment.....	109
LETTER OF UNDERSTANDING No. 5	110
Re: One Time Payment to Teacher Inflation Adjustment Account.....	110
LETTER OF UNDERSTANDING No. 6	111
Re: Employment Equity – Aboriginal Employees	111
LETTER OF UNDERSTANDING No. 7	112
Re: Provincial Articles Housekeeping Committee.....	112
LETTER OF UNDERSTANDING No. 8	113
Re: Updating the Provincial Collective Agreement Mid-Contract Modification Process.....	113
LETTER OF UNDERSTANDING No. 9	114
Re: Rehabilitation Committee	114
LETTER OF UNDERSTANDING No. 10.....	115
Re: Benefits Review Committee	115
LETTER OF UNDERSTANDING No. 11.....	116
Re: 2008 Salary Harmonization	116
LETTER OF UNDERSTANDING No. 12.....	117
Re: Teacher Supply and Demand Initiatives	117
LETTER OF UNDERSTANDING No. 13.....	118
Re: Fiscal Dividend.....	118
LETTER OF UNDERSTANDING No. 14.....	119
Re: Article B.12 Category 5+ Transitional Provisions.....	119
LETTER OF UNDERSTANDING No. 15.....	120
Re: Article C.2. – Porting of Seniority – Separate Seniority Lists	120
LETTER OF UNDERSTANDING No. 16.....	122
Re: Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave – Simultaneously Holding Part-Time Appointments in Two Different Districts	122

PREAMBLE

The parties recognize and support the purposes of the agreement to be:

- a. to set forth the terms and conditions of employment agreed to between the parties;
- b. to promote harmonious relations between the Board and its officials and the HSTA and all teachers;
- c. to encourage cooperation in providing efficient quality education services to the pupils of the District.

This agreement is made pursuant to and governed by the *School Act, R.S.B.C. 1996, c. 412 with amendments* and the *Labour Relations Code R.S.B.C. 1996, c. 244 with amendments* and *Public Education Labour Relations Act, R.S.B.C. 1996, c.382 with amendments*. In case of any conflict between this agreement and those Acts, Regulations, Minister's Orders, and Orders-in -Council made there under, those shall prevail.

Terms used in this agreement defined in those Acts shall have the meanings defined in those Acts.

SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

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

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

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

ARTICLE A.2 RECOGNITION OF THE UNION

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

ARTICLE A.3 MEMBERSHIP REQUIREMENT

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

ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION

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

ARTICLE A.5 COMMITTEE MEMBERSHIP

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

pay. If the meeting extends past a "half day," the teacher on call shall receive a full day's pay.

ARTICLE A.6 GRIEVANCE PROCEDURE

1. Preamble

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

Steps in Grievance Procedure

2. Step One

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

3. Step Two

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

4. Step Three

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

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

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

5. Omitting Steps

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

6. Referral to Arbitration: Local Matters

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

7. Referral to Arbitration: Provincial Matters

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

- arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.
- iii. Each party shall determine who shall attend the meeting on its behalf.

8. Arbitration (Conduct of)

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

9. General

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.

- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.
- c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.
- d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.
- e.
 - i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher on call is required, such costs shall be borne by the employer.
 - ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
 - iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any teacher on call that may be required.

ARTICLE A.7 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

1. The employer shall grant a leave of absence without pay to an employee designated by 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, employer shall maintain salary and benefits for the employee and the BCTF shall reimburse the employer for the salary costs.
3. Any other leaves of absence granted for provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the employer for the salary costs of any teacher employed to replace a teacher granted leave.
4. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

ARTICLE A.8 LEGISLATIVE CHANGE

1. In this article, “legislation” means any new or amended statute, regulation, Minister’s Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.

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

ARTICLE A.20 MANAGEMENT RIGHTS

The HSTA recognizes the right and responsibility of the Board to manage and operate the school district. The HSTA further agrees that the Board has the right and responsibility for the employment, assignment, and direction of the work force, which shall be exercised in a fair and reasonable manner. These rights shall be exercised subject to the provisions of this Agreement and applicable legislation.

ARTICLE A.21 COLLEGE OF TEACHERS FEES

The Board will deduct from the pay of each teacher the fees for the College of Teachers, in the amount determined by the College, provided the teacher gives the Board written authorization to do so. The amounts deducted will be remitted to the College.

ARTICLE A.22 USE OF FACILITIES

School facilities and equipment shall be made available to the HSTA for meetings and other HSTA activities provided normal booking requirements are met and normal booking procedures are used. The HSTA agrees to reimburse the Board for the costs of materials, telephone, photocopying, and any other reasonable charges that accrue to the Board from such use.

ARTICLE A.23 NOTICE BOARDS

The HSTA may post notices of activities and matters of HSTA concern on bulletin boards. These bulletin boards shall be provided in each staffroom in each school building.

ARTICLE A.24 INTERNAL DELIVERY SERVICE

The HSTA shall have access to the district delivery service and employee mail boxes for the purpose of communication to bargaining unit members provided that there are no additional costs to the Board.

ARTICLE A.25 PROVISION OF INFORMATION

The Board, upon request by the HSTA, agrees to furnish:

- a. financial information, which is made public, including annual financial reports and audits, school district budgets, preliminary and final fiscal frameworks and statements of final determination;
- b. notifications of job postings, transfers, hirings, resignations, retirements, and employee deaths;
- c. agendas, with attachments, and minutes of all regular Board meetings at the time of distribution by the Board;
- d. for collective bargaining purposes a frequency distribution of employees according to salary schedule, a frequency distribution of employees receiving allowances, and a summary of the cost of employee benefits.

ARTICLE A.26 RIGHT TO REPRESENTATION

A Representative of the HSTA may attend a meeting between a teacher and an Administrative Officer if the involved teacher has reason to believe a representative of the association should be present. That Administrative Officer shall be notified in advance that another member, who will be named, will be present.

ARTICLE A.27 LEAVE OF ABSENCE - UNION AND RELATED BUSINESS

1. Howe Sound Teachers' Association President's Leave

Upon the request of the executive of the HSTA following the annual election of officers, the Board shall grant the President of the HSTA leave of absence for a predetermined period of up to one year, either full-time or such portion of time as is determined by the HSTA. If the leave requested is less than 100%, reasonable efforts will be made to arrange the leave in contiguous blocks wherever practicable. The HSTA will reimburse the Board for the cost of salary and benefits for the period of leave upon receipt of a monthly statement.

- a. An application for leave must be made in writing by May 1st of the school year prior to the school year for which leave is being requested.
- b. For purposes of pension, experience, sick leave and seniority, the president shall be deemed to be in the full employ of the Board. The president shall inform the Board of the number of days or partial days, if any, that he/she was absent from presidential duties due to illness. Such days or part days shall be deducted from the president's accumulated sick leave credits.
- c. The teacher returning to full time teaching duties from a term as president shall be assigned to the same position as held prior to the leave or to a position as closely related to that same position as is practicable at the time of return. If two or more positions are available the teacher returning from the term as President, shall be consulted.
- d. In the event that the President resigns from the presidency, or is replaced for any reason while on leave, the Board shall grant leave, upon request of the HSTA, to another teacher as President on the same basis as in Articles 5.01, 5.01.2, 5.01.3, provided a suitable replacement can be found.

2. HSTA Professional Development Chairperson's Leave

Upon the request of the executive of the HSTA following the annual election of officers, the Board shall grant the Professional Development Chairperson of the HSTA leave of absence for a predetermined period of up to one year, either full-time or such portion of time as is determined by the HSTA. If the leave requested is less than 100%, reasonable efforts will be made to arrange the leave in contiguous blocks wherever practicable. The HSTA will reimburse the Board for the cost of salary and benefits for the period of leave upon receipt of a monthly statement.

- a. An application for leave must be made in writing by May 1st of the school year prior to the school year for which leave is being requested.
- b. For purposes of pension, experience, sick leave and seniority, the Professional Development Chairperson shall be deemed to be in the full employ of the Board.

The PD Chairperson shall inform the Board of the number of days or partial days, if any, that he/she was absent from his/her duties as PD Chair due to illness. Such days or part days shall be deducted from the PD Chairperson's accumulated sick leave credits.

- c. The teacher returning to full-time teaching duties from a term or terms as PD Chairperson shall be assigned to the same position as held prior to the leave or to a position as closely related to that same position as is practicable at the time of return.
- d. In the event that the PD Chairperson resigns from that office, or is replaced for any reason while on leave, the Board shall grant leave, upon request of the HSTA, to another teacher as PD Chairperson on the same basis as in Articles 5.02, 5.02.1, 5.02.2, 5.02.3, provided a suitable replacement can be found.

3. Leave for Specific Purposes

- a. Upon the receipt of a letter of authorization from the HSTA, subject to the operational requirements including the obtaining of a suitable teacher on call if required, and provided that the request is made in writing with notice of at least five teaching days, leave of absence shall be granted to a teacher who is:
 - i. - an HSTA staff representative, to a maximum of five (5) days in a school year;
 - a member of the Executive Committee of the BCTF, to a maximum of ten (10) days in a school year;
 - a member of the BCTF Representative Assembly to a maximum of six (6) days in a school year;
 - a member of a committee or task force of the HSTA, BCTF, CTF to a maximum of eight (8) days in a school year;
 - an official representative or delegate of the HSTA or BCTF, to a maximum of five (5) days in a school year.

Such leaves shall be without loss of pay provided that the HSTA guarantees that the Board is reimbursed at the "pay rate of a teacher on call", if a teacher on call is required and used, for each day of such leave.

- ii. a member of the HSTA bargaining committee, to a maximum of four teachers at any one time, to meet with the Board to engage in collective bargaining for a collective agreement.

Such leaves shall be without loss of pay provided that the HSTA reimburses the Board at one-half of the "pay rate of a teacher on call", if a teacher on call is required and used, for each day of such leave. Otherwise such leaves which are granted shall be without pay.

- iii. a member of the HSTA bargaining committee, to a maximum of four teachers at any one time, to attend meetings of that committee.

Such leaves shall be without loss of pay provided that the HSTA reimburses the Board at the teacher's "daily rate of pay" for each day of such leaves. Otherwise such leaves which are granted shall be without pay.

- iv. called by the HSTA to appear as a witness before an arbitration board or the Industrial Relations Council.

Such leaves shall be without loss of pay.

- b. Teacher representatives of the HSTA shall arrange, whenever possible, to conduct grievance investigations and other local business in such a way so as not to disrupt classroom or other instruction.
- c. In the event that an employee covered by this agreement is elected or appointed to a full-time position as an officer of the HSTA or body to which it belongs and/or is affiliated, or is appointed on a term contract of employment to the administrative staff of an organization to which the HSTA belongs and/or is affiliated, leave of absence without pay shall be granted for the duration of the period. For the purposes of experience and seniority the employee shall be deemed to be in the full employ of the Board. In such case the employee shall be entitled, on written notice at least ninety (90) days prior to the commencement of a school term, to return to employment with the Board effective the commencement of that term, and shall be entitled to an assignment comparable to that previously held.

ARTICLE A.28 PICKET LINE PROTECTION

1. All employees covered by this agreement shall have the right, as a matter of conscience, to refuse to cross or work behind a picket line unless the same is declared illegal by the Labour Relations Board or the courts.
2. Failure to report for duty or to cross a picket line encountered in carrying out business for the Board shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action, but shall be deemed to be absence without pay.
3. Teachers will not be expected, except in an emergency situation, to perform, nor direct pupils to perform, duties that are under the jurisdiction of employees who are on strike, or locked out.

ARTICLE A.29 PROVISION OF AGREEMENT

The Board shall provide every employee with a printed copy of this agreement within thirty (30) days of the signing of this agreement by all parties. All newly appointed teachers shall be given a copy upon appointment. Preparation of the agreement shall be undertaken by the Board with the costs of production to be shared equally by the Board and the HSTA.

ARTICLE A.30 EXCLUSIONS FROM UNIT AND NEW CLASSIFICATIONS

1. Any classification that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
2. The Board shall notify the HSTA of the creation of any new classifications which fall within the bargaining unit. An outline of the duties and responsibilities for the new classification shall be prepared by the Board and provided to the HSTA in writing. The HSTA shall be given the opportunity of discussing with the Board the proposed duties and responsibilities within thirty (30) days.

ARTICLE A.31 LIAISON COMMITTEE

1. There shall be a special Board/HSTA Liaison Committee.
2. The committee shall be composed of:

two (2) trustees; the Superintendent, or designate; the Secretary-Treasurer, or designate; the President of the HSTA; three (3) teachers named by the HSTA.
3. The function of the committee shall be to consider matters of mutual concern, but it is understood and agreed the committee shall not discuss grievances. The committee shall not have the power to bind either or both of the parties but shall only have the power to recommend to the parties.
4. The committee shall determine its own procedure. It shall meet at the request of either party within seven (7) days of such a request.
5. The members of the committee shall not lose pay when attending committee meetings.

ARTICLE A.32 TEACHER ASSISTANTS

1. All Teacher Assistants hired to assist teachers in carrying out the teachers' responsibilities and duties shall be under the supervision of teachers.

2. Teacher Assistants shall not assume the direct instructional responsibility for providing educational programs to students or groups of students, but they shall perform duties to assist the teacher as approved by the teacher.

ARTICLE A.33 NO CONTRACTING OUT

All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed by members of the bargaining unit. The Board shall not contract out instructional services of the type and kind normally and regularly performed by members of the bargaining unit, except with the agreement of the HSTA.

SECTION B SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 SALARY

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

Local Provisions:

5. Except as provided elsewhere in this agreement, a teacher shall be paid a basic annual salary no less than the amount determined in accord with the Annual Salary Grid (Schedule A) which is attached to and forms part of this agreement. Each teacher shall be placed on the basic salary schedule in accord with the teacher's category and experience as provided in this agreement.
6. The teacher's earning statement shall indicate the category and years of experience recognized by the Board.
7. In the event that a teacher wishes to appeal placement on the salary grid, for category and/or experience, the teacher must apply in writing to the Board for adjustment. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, the grievance procedure, as outlined in this agreement will apply.
8. All rates of pay specified in this agreement are inclusive of annual vacation and statutory (general) holidays pay, unless otherwise specified.

ARTICLE B.2 TEACHER ON CALL PAY AND BENEFITS

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

6. Rate of Pay:

- a. Employees who are employed as teachers on call shall be paid the rate specified below for each full day worked for the first three (3) days. Any provision in the Previous Collective Agreement which provides a superior daily rate shall remain part of the Collective Agreement. **[See B.2.7 for Cat 5+ and 6 TOCs in SD 48]**
- | | | |
|------|------------------------|----------|
| 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:

- c. Teachers on call shall be paid semi-monthly and no later than eight (8) days following the end of the pay period in which they worked.
7. For the first three days of an assignment or assignments, a teacher on call who has been assigned to salary Categories 5+ and 6 shall be paid a daily rate, based upon the percentage of the day taught. The rate shall be 1/220 of the minimum of the teacher on call's salary category including annual vacation pay and statutory holiday pay.
8. A regular part-time teacher who acts as a teacher on call in that teacher's home school, will be paid on the salary schedule based on the teacher's experience and category placement for each day taught.
9. A teacher on call (except a regular part-time teacher acting as a teacher on call) who is called to work and who starts work shall be paid a minimum of 40% of a full day's pay for that teacher on call. A teacher on call assigned to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a full day's wage. Should a teacher on call be called to work and the call not be cancelled at least one hour prior to the starting time, the teacher on call will be paid 40% of a full day's pay for that teacher on call.
10. For purposes of determining consecutive days in the same assignment, a teacher on call's service shall not be considered broken by a non-instructional day provided the teacher on call works both the regular working day prior to and after the day, even though the teacher on call may not have been assigned for that day. The non-instructional day shall count as one of the days of continuous service and the teacher on call shall be paid for it only if assigned to work on that day. A teacher on call who has been in the same

assignment for five consecutive days or more shall be assigned to work on a non-instructional day provided the teacher on call will be in the same assignment for at least one day following the non- instructional day.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

PCA Article B. 3 does not apply in School District No. 48 (Howe Sound)

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.

Local Provision:

12. The Board shall administer or co-ordinate a group RRSP for teachers in the employ of the Board provided that at least fifty (50) teachers enroll in the plan annually.

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

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

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

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

[PCA Article B.8.1 through B.8.10 is not applicable in SD. No. 48 (Howe Sound).]

Local Provisions:

11. Each teacher has the option of selecting a twelve (12) month pay basis commencing September 1 of any school year. Payment will be made on the last teaching day of each month from September to June and on the last business day in July and August.

12. Written authorization must be filed at the Board office prior to June 30 for the subsequent school year. (A teacher commencing work in September or returning from leave in September has until September 15th to file authorization for that school year). The teacher shall remain on 12 month payment unless the teacher requests to revert to the ten installment pay basis. Changes to revert to the ten installment pay basis during the year will not be made, but such a change will be made effective September 1st if filed by the prior June 30th.
13. There must be 60 or more participants each year to have this option continue.

ARTICLE B.9 PAY PERIODS

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

Local Provision:

4. Except as otherwise provided in B.9.2 above, each teacher, except a teacher on call, shall be paid on the last teaching day of each month from September to June.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

1. An employee who is required by their employer to use their private vehicle for school district related purposes shall receive the following reimbursement:
 - Effective July 1, 2006 – 47 cents/kilometer
 - Effective July 1, 2007 – 48 cents/kilometer
 - Effective July 1, 2008 – 49 cents/kilometer
 - Effective July 1, 2009 – 50 cents/kilometer
2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use his/her personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002

(Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.

[B.10.4 and B.10.5 do not apply in School District No.48 (Howe Sound).]

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. Coverage - General
 - a. Subject to the terms of the individual benefit plans, the Board agrees to pay its share of the cost of benefits for continuing or temporary teachers while they are in receipt of salary under this agreement.

Temporary teachers with 50% or more and 5 months or longer appointments, and part-time continuing teachers of 50% or more are entitled to benefits provided in this article.
 - b. The Board shall provide each teacher, who is eligible, a brochure and an application or enrollment form for participation in the medical, dental, extended health and group life insurance benefit plans. In the event a teacher does not wish to participate in any particular benefit plan where opting out is an option, the application or enrollment form must be so noted by the teacher and kept on file by the Board.
 - c. The Board and each contributing teacher shall contribute to the Teachers' Pension Plan in accord with the *Pension (Teachers) Act* and the regulations pertaining to that legislation. The Board shall advise teachers, (including certificated teachers on call), who are engaged in a less than half-time capacity, that they may elect to contribute to the Teachers' Pension Plan.
 - d. The Board will consult with the HSTA before any change or renewal is made in the carriers for the individual benefit plans.
3. Teachers on Unpaid Leave
 - a. Subject to the terms of the individual benefit plans, a continuing or temporary teacher on unpaid leave or layoff shall be entitled to remain on the benefit plans

(except BCTF Salary Indemnity Plan) by paying the full premium costs in advance.

- b. Teachers on unpaid leaves where participation in benefit plans is not automatic will be informed by the Board, upon written approval of the leave, of their right to continue on these plans at their own costs.

4. Continuation of Benefits Sharing

- a. Provided the teacher pays the appropriate share of the cost of premiums, the Board shall continue to pay its share of benefit premiums (except BCTF Salary Indemnity Plan) for a teacher who has been participating in the plans and who:
 - i. is receiving benefits under the BCTF Salary Indemnity Plan, or WCB, for up to two (2) years; or
 - ii. is on statutory Maternity Leave; or
 - iii. is on Educational Leave.

5. Medical Services Plan

The Board shall pay 100% of the cost of the premiums for the B.C. Medical Services plan. Participation is voluntary.

6. Extended Health Benefits Plan

The Board shall pay 100% of the cost of the premiums for an Extended Health Benefits Plan which shall include vision care (to a maximum of \$250). Participation is voluntary.

7. Dental Care Plan

- a. The Board shall pay 90% of the cost of the premiums for a Dental Care plan which shall include:
 - i. Plan "A"(basic service): 100% co-insurance
 - ii. Plan "B"(prosthetic appliance, crown and bridge): 60% co- insurance
 - iii. Plan "C" (orthodontics): 50% co-insurance with lifetime maximum per family member of \$2000.
- b. Participation is voluntary.
- c. Teachers whose spouses have coverage under this or an alternate plan shall not be entitled to duplicate coverage such that payment for any dental services by this plan in combination with any other plan exceeds the benefits levels in this plan.

8. Group Life Insurance Plan

- a. The Board shall pay 100% of the cost of the premiums for the BCTF/BCSTA Group Life Insurance Plan "B". Participation is compulsory for all teachers.
- b. The Board shall administer the BCTF Optional Term Life Insurance Plan and deduct the monthly premium from the salary of those teachers participating in the plan. Premiums shall be paid fully by participating teachers.

9. Salary Indemnity Plan

Each teacher shall pay 100% of the cost of premiums for the BCTF Salary Indemnity Plan. The plan is compulsory for all teachers.

10. Employee and Family Assistance Program

The Board and Association will share the costs with responsibility to the members of the bargaining unit of an agreed Employee Family Assistance Plan with the Board paying 80% and the teachers paying 20%. The plan is compulsory for all members.

11. Death Benefits

In the event of the death of a continuing teacher who at the time of death had served the Board continuously for six months, the Board shall pay one month's salary to the estate. This payment is in addition to any amount earned by the deceased up to the date on which he or she last served.

ARTICLE B.12 CATEGORY 5+

[Notwithstanding Note 1.1, this Article is effective April 1, 2006. Note 1.2 is also applicable.]

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.

Local Provision:

5. Notwithstanding Article B.12.3, Category 5+ shall be seventy-five percent (75%) of the difference between Category 5 and Category 6.

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. [Article B.33]
 - 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 SALARY PROTECTION

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

ARTICLE B.21 PLACEMENT IN CATEGORIES ON SALARY SCHEDULE

1. A teacher's placement in a salary category shall be as determined by the Provincial Teacher Qualification Service.

Upon initial appointment, retroactive adjustment to category and resulting salary will be made to the date of commencement of duties, but not earlier than September 1 of the school year in which proof of category in effect at date of commencement of duties is received.
2. Providing that change of category of a teacher results from additional training, and provided that supporting evidence is submitted by the teacher and received by the Board during the current school year, the teacher will be placed in the new category and have a salary adjustment as follows:
 - a. teachers who completed training during the period September to December shall have the adjustments made effective January 1 immediately following;
 - b. teachers who completed training during the period January 1 to August 31 shall have the adjustments made effective September 1 immediately following.
3. In exceptional circumstances and where it appears educationally desirable, teaching qualifications other than those recognized by the Teacher Qualification Service or approved by the Ministry of Education, may after consultation with the HSTA, be considered in placement of a teacher on the salary scale.
4. A teacher who should be placed in Category 2 on the Annual Salary Grid shall be placed at the appropriate step in Category 3.

5. Associated Professionals will be paid on the salary category in accord with years of academic training.

ARTICLE B.22 RECOGNITION OF EXPERIENCE ON APPOINTMENT TO STAFF

1. Years of experience to be recognized for salary purposes on appointment to staff shall be determined on the following basis, provided supporting documentation is supplied by the teacher:
 - a. All teaching and Administrative Officer experience on a continuing, probationary or temporary appointment:
 - i. in public schools in British Columbia,
 - ii. in government supported and government inspected schools outside British Columbia,
 - iii. in independent schools where the service is deemed by the Superintendent to be equivalent to that in the public school system;
 - b. The experience of the teacher gained in a trade or profession which, in the opinion of the Superintendent, will be of material assistance in a particular teaching situation, but not exceeding 50% of the actual time spent working in that trade or profession after the person has become qualified in it;
 - c. Administrative service on staff of the Ministry of Education shall be recognized where deemed equivalent by the Superintendent of Schools to that in the public school system;
 - d. Teaching experience as a member of a Faculty at a recognized university, college, or pre-school, in B.C., provided the teacher held a valid B.C. teaching certificate at the time, where deemed by the Superintendent of Schools to be equivalent to that in the public school system.
2. A teacher will be placed on the step which is equivalent to the number of years of teaching experience. One year of experience will be credited for:
 - a. a minimum of eight months of full-time equivalent employment during one school year; or
 - b. the combination of two periods, each of six (6) months or more and less than eight (8) months of full-time teaching.

For those teachers new to the district after January 3, 1993, the combination of two periods of four (4) months or more and less than eight (8) months of full-time teaching.

3. Associated professionals will be given recognition for experience as if teaching based on Articles B.22.1.a, B.22.1.c, B.22.1.d; and in accord with Article B.22.2 without a limitation.

ARTICLE B.23 INCREMENTS AND INCREMENT DATES ON STAFF

1. The increment date for a teacher, when the teacher will be given credit for one more year of teaching experience and advance one step on the category until the maximum of the category is reached, shall be either September 1 or January 1 following completion of eight (8) full- time equivalent months on staff for the first increment, and ten (10) full-time equivalent months on staff for each subsequent increment. Time worked and not used in the calculation of an increment will be applied towards the next increment.

In the case of appointment or reappointment of a teacher, full-time equivalent months worked in this District as a temporary, and as a teacher on call calculated in accord with Articles B.23.3.a and B.23.3.b, shall be added together for recognition of years of experience.

2. Experience credit will be granted to a teacher, on application to the Board, for:
 - a. leave of absence for attendance at a recognized institute of learning;
 - b. sick leave, provided that five months of teaching were completed that year;
 - c. leave of absence to teach with the armed forces overseas, UNESCO, or similar organizations;
 - d. maternity leave for up to eighteen (18) weeks;
 - e. leave of absence for service with the Ministry of Education;
 - f. leave of absence to work as a member of a faculty at a recognized university, college, trade School, other post secondary institution, or pre-school, in B.C.;
 - g. leave as an elected officer or appointed staff member of the HSTA, BCTF or CTF.

3. Recognition of Teacher on Call Experience

- a. Teacher on call teaching time in the District since September 1, 1986 shall be counted for increment purposes. Upon completing a cumulative total of the equivalent of 160 full- time teacher on call teaching days a teacher will receive one increment. After this first increment, additional increments may be gained after completing the equivalent of 190 full- time teacher on call teaching days. Only for purposes of Article 48.01, twenty (20) full- time equivalent days of teacher on call teaching in this District constitutes one (1) full- time equivalent month.
- b. This shall only apply to a teacher on call who teaches at least 25 full- time equivalent teacher on call days in a school year.

ARTICLE B.24 PAY FOR PART-TIME TEACHERS

A part-time teacher shall be paid the proportion of annual or daily salary (as appropriate) which is equal to the percentage of full-time specified in the teacher's letter of assignment.

ARTICLE B.25 PAY FOR INCOMPLETE MONTHS

1. For any teacher, except a teacher on call, commencing after the first teaching day of the month, the salary payment for that month shall be calculated on the basis of the number of days taught at the appropriate daily salary, to a maximum of the normal payment in that month.
2. For any teacher, except a teacher on call, leaving before the last teaching day of the month, the salary payment for that month shall be calculated on the basis of the number of days taught at the appropriate daily salary, to a maximum of the normal payment in that month.

ARTICLE B.26 DEDUCTIONS FROM PAY

1. Any deductions from salary for leave without pay, etc., shall be at the rate of the daily salary for that teacher, but shall not be greater than the normal salary payment at the end of that month.
2. Definitions
 - a. "Daily salary" shall be $1/x$ of the annual salary in effect for that day, for the teacher, where "x" equals the number of days in session for teachers in the school year.
 - b. "Pay rate of a Teacher on call" shall mean $1/220$ of the current annual rate for a teacher being paid at the minimum of Category 4, per day.

ARTICLE B.27 SUMMER SCHOOL TEACHERS

The hourly rate for a Summer School teacher shall be $1/5$ of the teacher's daily salary, which includes annual vacation and statutory holiday pay, for each hour of work. Work shall be defined as assigned hours of instruction, plus one-eighth ($1/8$) for preparation time.

ARTICLE B.28 CLASSIFICATIONS OF SPECIAL RESPONSIBILITY

1. A teacher appointed to a classification of special responsibility noted on Schedule "B" shall be paid the allowance indicated on Schedule "B", in addition to the basic salary determined from Schedule "A". Schedule "B" is attached to and forms part of this agreement.
2. The Board, in consultation with the HSTA (if the HSTA so desires), will draw up or amend as necessary, job descriptions for all Classifications of Special Responsibility. These descriptions shall be the recognized job descriptions for such classifications. A copy of all these job descriptions shall be forwarded to the HSTA.
3. When a new classification is created or an existing classification is significantly amended, the Board shall determine the allowance payable and may fill the position. The HSTA shall be notified of the allowance. The allowance set by the Board shall be the allowance for the classification unless the HSTA advises the Board that it wishes to negotiate the allowance. In such a case, if the parties cannot agree on the allowance within thirty (30) days of the notice, the amount of allowance shall be the subject of arbitration using a single arbitrator.

ARTICLE B.29 REIMBURSEMENT FOR EXPENSES

1. Actual expenses for meals and lodging will be reimbursed upon presentation of receipts, to teachers, whose assigned duties take them away from their regular center of work.
2. If a teacher employed in a position of special responsibility is requested by the Superintendent to attend seminars, workshops or short courses, the teacher will be reimbursed for expenses as per this article.
3. The reimbursement of expenses for professional development activities pursuant to Article 36 shall be as determined by the Professional Development Committee.

ARTICLE B.30 FIRST AID

1. The Board shall pay an allowance (as set out in Schedule B) to a teacher holding a valid First Aid certificate, if appointed by the Board as a First Aid Attendant.
2. Upon application by a teacher, the Board shall reimburse the teacher for the applicable course fees for taking or renewing an Industrial First Aid certificate or Survival First Aid course. The amount may be advanced.

ARTICLE B.31 TEACHER IN CHARGE

1. The Board shall pay an allowance (as set out in Schedule B) to a teacher appointed to the position of Teacher in Charge.

2. In the event that all Administrative Officers, including the Administrative Assistant, assigned to the school are absent from the school, the Teacher In Charge may be requested to assume duties as specified in Board Policy.

ARTICLE B.32 RURAL BONUS

The Board shall pay a bonus (as set out in Schedule B) to all teachers in this District teaching in schools North of an East/West line drawn through the North end of Green Lake.

ARTICLE B.33 CATEGORY 5+ 30 AGREEMENT

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

1. Teachers holding continuing appointments and possessing permanent Professional (Level 5) or permanent PB Certificates, who are not enrolled as graduate students on a Master's Degree Program but who have successfully completed a program of 30 credits or the equivalent as assessed by a British Columbia university and in accordance with the following Criteria for Approval may, upon application to the Superintendent supported by documentation, move to the same step on the Category 5 + 30 Scale for salary purposes.
2. Criteria for Approval:
 - a.
 - i. Program must be acceptable to the Board as determined by the Superintendent of Schools or delegate; and
 - ii. must be acceptable to a university in British Columbia and/or the Teacher Qualification Service.
 - b. Courses must be senior or upper level numbered 300 or above except for one course, which, if a prerequisite, may be lower than 300.
 - c. Courses must be in no more than two (2) different areas other than education and must be related courses that will better equip the teacher for classroom duties.
 - d. Courses or credits must not have been used to obtain requirements for Category 5 and must have been taken subsequent to current certification.
 - e. Average standing in the courses must be 65% or better.
 - f. Approval of the program must be obtained from the Superintendent prior to taking the courses, however teachers already in possession of courses may have the courses evaluated for approval if they meet the other criteria.

- g. All applications for payment under this article must be accompanied by an official transcript indicating successful completion of the courses.
- h. Category 5 + 30 shall be 75% of the difference between Category 5 and Category 6.

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. In this agreement, "seniority" means a continuing employee's full-time equivalent aggregate service in the employment of the Board, inclusive of service under temporary appointment and/or as an administrative officer.

For the period September 1, 1984 to June 30, 1988 "full-time equivalent" will include appointments of half-time or more.

8. In addition to the provisions of Article C.2.7, the seniority for an employee on a continuing contract shall include:
- a. Teacher on call seniority accumulated pursuant to PCA Article C.2.3; and
 - b. 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.
9. When the seniority of two or more employees is equal pursuant to Article C.2.7 and C.2.8, the employee with the greatest continuous present full time equivalent employment with the Board shall be deemed to have the greatest seniority.
10. When the seniority of two or more employees is equal pursuant to Article C.2.9, the employee with the greatest full-time equivalent aggregate length of service with another school authority recognized for salary experience purposes in this agreement shall be deemed to have the greatest seniority.

11. When the seniority of two or more employees is equal pursuant to Article C.2.10, the employee with the most teacher on call teaching days countable for increment purposes since September 1, 1986 shall be deemed to have the greatest seniority. If still equal, the employee given the earliest dated letter offering an appointment shall be deemed to have greatest seniority.
12. For the purposes of this article, a leave of absence of less than one month counts for seniority purposes, and a leave of absence in excess of one month shall not count toward aggregate length of service with the Board, except:
 - a. Maternity Leave;
 - b. Educational Leave;
 - c. Parental Leave to a maximum of twenty months;
 - d. leave for duties with the HSTA or bodies to which it belongs and/or with which it is affiliated;
 - e. secondment to the Ministry of Education, a Faculty of Education, or pursuant to a recognized teacher exchange program;
 - f. long-term sick leave;
 - g. leave for teaching with the Department of National Defence or Canadian Universities Service Overseas;
 - h. Leave to seek office, or serve as an MP or MLA;
 - i. Compassionate care leave (Article G.2).
13. For the purposes of this article, continuity of service shall be deemed not to have been broken by resignation for purposes of maternity followed by re-engagement within a period of three years, or by lay-off and recall pursuant to this article.
14. The Board shall, by October 15 of each year forward to the HSTA a list of all employees employed by the Board, in order of seniority calculated according to Article C.2, setting out the length of seniority as of June 30th of the preceding school year.

ARTICLE C.3 LAY-OFF AND RECALL

1. The Board and the Association agree that there is a positive relationship between length of service with the employer and security of employment.
2. Definition of Qualifications

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 either:

- a. a university teaching major, or its equivalent, directly related to the teaching position, or
- b. a minimum of one year F.T.E. teaching experience in a similar position during the past five (5) years, and 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 an upgrading program related to the position to achieve the qualified status required within two (2) years of accepting the position.

3. Lay Off

- 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. The Board and the HSTA agree that the Board, notwithstanding any other provision of this agreement, may transfer teachers to implement this provision.
- b. Nothing in Article C.3.3.a shall be taken to require the Board to transfer a teacher with greater seniority for the purpose of retaining on staff a teacher with less seniority than that teacher.
- c. The Board shall give each teacher it intends to lay-off pursuant to this Article sixty (60) days' notice in writing, such notice to be effective on December 31 or June 30, and to contain the reason for the lay-off. Information of positions held by less senior teachers will be available to teachers in receipt of lay-off notices and the HSTA through the Superintendent's office. The requirement that the effective date of the notice be on December 31 or June 30 does not apply where the Board makes an appointment to a position which is temporarily vacant and which the Board reasonably believes will cease to be vacant at a time other than on December 31 or June 30.

4. Teachers' Rights of Recall

- a. When a position on the teaching staff of the district becomes available, the Board shall, notwithstanding any other provision of this agreement, first offer recall to the teacher who has the most seniority among those laid off pursuant to this article, provided that the teacher possesses the necessary qualifications for the available position. If that teacher declines the recall, the teacher with the next greatest seniority and the necessary qualification shall be recalled, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been laid off pursuant to this article, and who retain recall rights.
- b. It shall be the responsibility of each teacher to keep the Board informed of his or her current address.
- c. A teacher who is offered a recall pursuant to Article C.3.4.a shall inform the Board whether or not the recall is accepted, within one (1) week of the receipt of such recall.
- d. The Board shall allow 10 days from an acceptance of a recall under Article C.3.4.c for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, such longer period, not to exceed thirty (30) days, shall be allowed.
- e. A teacher's right to recall under this Article is lost:
 - i. if the teacher elects to receive severance pay under this article;
 - ii. if three (3) years elapse from the date of lay-off under this article and the teacher has not been recalled;
 - iii. if the teacher obtains a continuing teaching position in another school district.
- f. Acceptance of a temporary position or of a position of less time with the Board will not jeopardize the teacher's right to remain on the recall list.

5. Sick Leave

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

6. Benefits

A teacher who retains rights of recall pursuant to this article shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this agreement, by payment of the full cost of such benefits to the Board.

7. Severance Pay

- a. A teacher on a continuing appointment who has one or more years of continuous employment and who is laid off in accordance with this article may elect to receive severance pay at any time before the teacher's right to recall pursuant to this article is lost.
- b. Severance pay shall be calculated at the rate of 5 percent (5%) of one year's salary for each year of service or portion thereof, with the Board, to a maximum of one (1) year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of lay-off.
- c. A teacher who receives severance pay pursuant to this article and who 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.3.7.b, the calculation of years of service shall commence with the date of such re-hiring.

8. Recall List

The Board shall maintain a list of teachers on lay-off with recall rights. A copy shall be sent to the HSTA each October, and each February.

9. A grievance concerning lay-off or recall may be launched at step 2 of the grievance procedure.

ARTICLE C.20 PART-TIME APPOINTMENTS

1. a. 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 assignment, specifying the fraction of time requested, and the length of time for which the part-time assignment is requested. If a request is refused, the teacher shall be advised of the reason in writing.
- b. When the request under Article 20.1.a of this Article 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 assignment.
- c. Teachers on part-time continuing, or part-time temporary appointment, may request a full-time continuing appointment.

- d. Two teachers may request to "job-share" under the provisions of Article 20.1.a.
 - e. A teacher granted a part time assignment under the provisions of Article 20.1.a will be considered, for pension purposes, to be on leave of absence for the balance of that teacher's normal appointment.
2. A teacher with a continuing part-time appointment may, without prejudice to that appointment, request an additional temporary part-time appointment for a specified fraction of time.
 3.
 - a. Part-time teachers with half-time (0.5) or less assignment time normally shall be required to attend not more than one (1) staff meeting per month.
 - b. Part-time teachers with more than half-time (0.5) assignment may be required to attend all staff meetings.
 - c. In either situation, alternate arrangements may be agreed to by the Principal and the teacher.
 4. Part-time teachers shall not be required to attend professional development or inservice activities held on school days when the part- time teacher is not scheduled to work.

ARTICLE C.21 TEMPORARY TEACHERS

1. The Board agrees to provide to the Association no later than by each October 15 and February 1, a list of teachers on temporary contract.
2. A teacher who has had employment on a temporary teaching appointment within this district may apply for any temporary or continuing position.
3.
 - a. A teacher who has had a temporary appointment in the district shall receive priority hiring rights after completing the following:
 - i. one 1.0 FTE appointment for a school year; or
two 0.5 FTE or greater appointments; and
 - ii. has received a satisfactory written evaluation in each assignment.
 - b. Temporary teachers appointed to a position of 0.5 FTE or more shall receive a written evaluation.
 - c. A teacher shall lose priority hiring rights if:
 - i. he/she has not held a temporary appointment in the district in the previous five years; or
 - ii. he/she leaves the district to assume a continuing teaching position elsewhere.

ARTICLE C.22 DISMISSAL FOR TEACHERS NEW TO DISTRICT

1. Teachers on their first continuing appointment to the district may be dismissed at any time during the teacher's first ten (10) months worked after two (2) less than satisfactory reports concerning the teacher's performance. The evaluation reports shall have been prepared in accord with Article C.25 of this agreement.
2. Within five (5) teaching days of the issuance of the first less than satisfactory report, there shall be a meeting between the teacher and a Board official or Administrative Officer to discuss the strengths and weaknesses of the teacher's performance and to recommend a plan of assistance. The teacher shall have the right to have a HSTA representative at this meeting.
3. Normally, there shall be a minimum of sixty (60) days before the second report process is commenced. The second report shall be prepared by a Superintendent or Assistant Superintendent, but not by the same person who issued the first report.
4. A teacher dismissed under the provisions of this article shall be given thirty (30) days notice of dismissal or shall be paid one-tenth (1/10th) of current annual salary in lieu of notice.
5. Article C.24.5 and Article C.24.7 of this agreement shall not apply to teachers dismissed pursuant to this article.

ARTICLE C.23 APPOINTMENTS OF TEACHERS ON CALL

1.
 - a. The Board shall maintain a current list of teachers on call and shall forward a copy of such a list to the association in the month of October, and in the month of January in each school year.
 - b. Subject to this Section, the Board shall not remove a teacher on call from the list of teachers on call prior to notifying the individual and the HSTA.
2. Teachers on call should possess a B. C. Teaching Certificate but persons who do not possess certification may be employed for periods of up to twenty (20) consecutive days only when no suitable certificated qualified teacher is available.
3. Normally, a person not on the list of teachers on call will be employed only if no one on the list is qualified and available.
4. Where the Board reasonably expects a teacher to be absent for more than 20 teaching days, or learns during the first 20 teaching days of a teacher's absence that the absence will be longer than 20 teaching days, the position shall be filled by a teacher employed on a temporary appointment. When a teacher on call completes twenty (20) continuous days

on the same assignment, the teacher on call will be given a temporary appointment from that date for the balance of the teacher on call assignment.

5. A teacher who has had employment as a teacher on call with the District may apply for any future teacher on call, temporary or continuing position.

ARTICLE C.24 DISCIPLINE AND DISMISSAL

1. Cause

- a. The Board shall not discipline or dismiss any employee bound by this Agreement except for just and reasonable cause.
- b. An employee shall be given written confirmation of any formal discipline, with the reasons, at the earliest possible time.

2. Grievances

- a. Grievances respecting discipline or dismissal shall be subject to the grievance procedure contained in the article "Grievance Procedure (P.C.A.-A.6)" in this agreement and may commence at the second step. Where a teacher has been suspended, the grievance may be launched at the Joint HSTA/Board Committee stage.
- b. If the Board suspends or dismisses a teacher and the teacher has attended a meeting with the Board or a Committee of the Board as outlined elsewhere in this Article, a grievance launched shall be submitted immediately to arbitration, constituted as provided in the Article "Grievance Procedure (P.C.A.-A.6)" in this Agreement.

3. Notification To HSTA, Media, and Public

When a teacher is suspended or dismissed the HSTA shall be notified promptly in writing. The Board shall not release information to the media or the public in respect to the suspension or dismissal of a teacher, until a decision has been made by the Board and an attempt has been made to advise the HSTA.

4. Interviews For Disciplinary Purposes

When a Board Official or Administrative Officer:

- a. intends to interview a teacher, or
- b. initiate a formal investigation of a teacher's conduct for disciplinary or dismissal purposes, or where the matter could lead to such action, the official or officer

shall advise the teacher in advance, unless the notification may prejudice the investigation.

The Board Official or Administrative Officer shall also advise the teacher of the teacher's rights to be accompanied at the meeting by a representative of the HSTA.

5. Meeting Prior To Certain Actions

- a. Except as provided in Article C.24.6, the Board shall not suspend or dismiss a teacher unless it has, prior to taking such action, held a meeting of the Board or a committee of the Board (including the Superintendent and/or designate) with the teacher involved entitled to be present.
- b. The teacher and the HSTA shall be given 72 hours notice of the said meeting and a written statement of the reason(s) for the contemplated action.
- c. At least twenty-four (24) hours prior to the meeting, the parties shall exchange all documents that will be considered at the meeting.
- d. At such meeting, the teacher shall have the right to be accompanied by a representative and/or an advocate appointed by the HSTA and they shall be entitled to make submissions; to ask questions of clarification, procedure and information; and to engage in discussion.

6. Suspensions Under Section 15(5)

- a. Where a teacher is suspended pursuant to Section 15(5) of the *School Act*, the Board shall provide the teacher and the HSTA with the reason(s) for the suspension, in writing, prior to the meeting referred to in Section 15(7) of the *School Act*. Any documents upon which the Board intends to rely at the meeting in connection with the suspension will be provided to the teacher as soon as practicable prior to the meeting.
- b. The teacher shall have the right to be accompanied by a representative of the HSTA at the meeting referred to in Section 15(7) of the *School Act*, and shall have an opportunity to make submissions and/or have the representative of the HSTA make submissions to the Board on the teacher's behalf, prior to and during that meeting.
- c. The decision of the Board pursuant to Section 15(7) of the *School Act* shall be communicated to the teacher and the HSTA in writing, setting out the reason(s) for the decision.

7. Dismissal For Unsatisfactory Performance

- a. The Board shall not dismiss a teacher for less than satisfactory performance except when the Board has received three (3) consecutive assessment reports

indicating that the learning situation in the class or classes of the teacher is less than satisfactory and unacceptable to the Board. The reports referred to in this Article shall be prepared in accordance with the process established in this agreement (Article C.25), and in accordance with the following conditions:

- i. the reports shall have been issued in a period of not less than 12 nor more than 24 months; such period not including any leave of absence granted for any improvement plan, except in extraordinary circumstances where the learning situation in the classroom has deteriorated to the point where immediate supervision, assessment, and remediation are necessary;
 - ii. at least one of the reports shall be a report of the Superintendent of Schools or Assistant Superintendent of Schools;
 - iii. the other two reports shall be written by:
 1. the Superintendent of Schools or Assistant Superintendent of Schools,
 2. a Director of Instruction, or,
 3. the Principal of a school to which the teacher is assigned;
 - iv. at least two (2) of the reports shall be written by different evaluators.
- b. Immediately after the first less than satisfactory report, a plan of assistance will be formulated and recommended to assist the teacher in overcoming the deficiencies. A reasonable period of time for improvement of performance shall be provided.
- c. Where a teacher receives a less than satisfactory report, the teacher may 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.
- d. Where the Board decides to dismiss a teacher for less than satisfactory performance, it shall issue notice of dismissal at least one month prior to the end of a school term, to be effective at the end of that school term, and the notice shall state the reason(s) for the dismissal.

ARTICLE C.25 EVALUATION OF TEACHER PERFORMANCE

1. The purpose of supervision and evaluation is to provide a positive approach to promote and reinforce good teaching; to reaffirm, identify and develop good teaching; to improve and/or acknowledge the observed teaching performance and the work of the teacher; and to do so in a consistent manner.
2. The criteria to be used in assessing individual teaching performance shall be consistent with the general criteria developed by the District in accordance with Board policy. There shall be a committee with equal Board and teacher representation to make

recommendations to the Board regarding the formulation or modification of policy covering the criteria to be used in the evaluation of teachers.

3. When an evaluation is undertaken for the purposes of a report on a teacher, the following shall apply:
 - a. The teacher shall be notified at least two weeks in advance that an evaluation leading to a report is to be conducted, and included with this notification will be a copy of the general criteria in Board policy;
 - b. The evaluator shall meet with the teacher to consult and identify/clarify the criteria and process by which the evaluation shall take place, which in any event shall include:
 - i. a pre-observation conference about the lesson(s) to be observed;
 - ii. a series of classroom observations;
 - iii. a conference after each observation, at which the evaluator shall discuss observations and impressions with the teacher. Such observations shall be provided to the teacher in the form of a written summary, normally within five (5) teaching days.
4. At any time a teacher may be provided with a plan of assistance relating to the teacher's standard of performance. Any District resources readily available shall be made available to the teacher to assist in carrying out the plan.
5. Unless the teacher and the evaluator otherwise agree, an evaluation leading to a report shall be based on a minimum of three (3) and a maximum of six (6) scheduled formal classroom observation visits reflecting the teacher's assignment.
6. Observation visits for the purpose of evaluation shall take place between October 1st and May 1st of each school year, unless otherwise agreed to by the teacher and the evaluator. The teacher shall have the opportunity to select at least half the observation times.
7. The content of a teacher's report shall be a specific, objective description of a teacher's performance as well as evaluative comments relating to the teaching performance. The major focus of the report shall relate to the teacher's primary area(s) of instruction. The report shall note the relationship of the assignment to the teacher's primary area(s) of qualifications, if different.
8. Involvement or non-involvement in extra-curricular activities, union activities or matters not directly related to teaching performance is considered to be outside the evaluation of teaching performance.
9. Where appropriate, the evaluator shall note in the evaluation report limitations of physical resources, facilities etc. over which the teacher does not have responsibility and control and which affect the learning situation.

10. The evaluator shall prepare a draft report on the teacher's performance and will discuss the contents with the teacher. Revisions, if necessary, will be made to the draft report and the final report shall be submitted to the Superintendent of Schools by May 15th of the year in which it was prepared with a copy of the final report to the teacher at the same time. An extension may be made up to the end of the school year if agreed to by the evaluator and the teacher.
11. The teacher shall have the right to submit a written commentary on the report which shall be filed with all copies of the report, provided such commentary is received within ten (10) calendar days of the filing of the final report.
12. Nothing in this section of the agreement shall preclude an evaluation in which any of the processes, set out in this section, are not appropriate to the nature of the teacher's assignment (e.g. non-classroom assignment). In this case also, the teacher and the evaluator shall consult to determine or clarify the criteria upon which evaluation will be based and on the process which shall be followed.

SECTION D WORKING CONDITIONS

ARTICLE D.1 INTENTIONALLY LEFT BLANK – REMOVED BY LEGISLATION

ARTICLE D.2 INTENTIONALLY LEFT BLANK – REMOVED BY LEGISLATION

ARTICLE D.3 ALTERNATE SCHOOL CALENDAR

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

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

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

ARTICLE D.4 PREPARATION TIME

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

Local Provisions:

4. Preparation Time
 - a. Preparation time for a full-time teacher shall be as follows:
Elementary assignments - 90 minutes per week
Secondary assignments - one-eighth of a normal 5 by 8 school teaching cycle or a comparable fraction of any alternative school teaching cycle.
 - b. Preparation time of a part-time continuing or temporary teacher, whose assignment is 40% or more of full time, shall be pro-rated in proportion to that teacher's assignment.
 - c. Preparation time is defined as time used for preparation and planning, student evaluation, or other activities as may be permitted by Board policy.
 - d. Preparation time shall be rescheduled in the case of an emergency or when a teacher is required by the Principal to fill-in for another teacher. In such cases, the

teacher shall be provided the rescheduled time as soon as is administratively possible.

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 HOURS OF WORK/PREPARATION TIME

1. Weekly Instructional Time

- a. A teacher's weekly instructional assignment shall not exceed twenty-three (23) hours.
- b. Instructional assignment shall be defined as time used for teaching courses and lessons, supervision of curricular activities, including study periods; but shall not include such time as class change time, preparation time, and supervision of extra-curricular activities.

ARTICLE D.21 WORK YEAR

1. Work Year

The annual salary established for full-time employees shall be payable in respect of the full-time teacher's regular work year which shall be as prescribed in the calendar issued by the Board.

All days in session shall be scheduled between the Tuesday after Labour Day and the last day of June of the subsequent year, excluding Saturdays and Sundays, statutory holidays, winter break and spring break.

2. The regular work year for a teacher shall be a maximum of 195 days including no fewer than five (5) non-instructional days.
3. The first day of winter break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1 unless January 1 is a Sunday, then school shall reopen Tuesday, January 3.
4. The first day of spring break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March.
5. In an elementary school the instructional hours for a teacher in the school day shall not exceed six consecutive hours inclusive of a regular noon intermission, except in an emergency.

6. In a secondary school the instructional hours for a teacher in the school day shall not exceed six and one half consecutive hours inclusive of a regular noon intermission, except in an emergency.
7. All instructional hours shall occur consecutively between 8:00 am and 4:30 pm, except in an emergency.
8. A teacher may agree to a change from the conditions in Articles D.22.5, D.22.6, and D.22.7. Such a change shall not set a precedent and shall be limited to a one-year duration and the HSTA shall be notified.
9. Work Outside Work Year

A teacher who, on the direction of the Superintendent, works a greater number of days in a school year than the number prescribed for that school year (except for activities which are compensated by allowance or mutually agreed honoraria) shall be compensated by:

- a. equivalent time off during the school year at a time mutually acceptable to the teacher and the teacher's principal; or
- b. where the former is not practical in view of the Board, by payment per hour at the rate of 1/5 of the teacher's last "daily salary" as defined elsewhere in this agreement.

ARTICLE D.22 SUPERVISION DUTIES (NOON HOUR AND RECESS)

No teacher shall be required to perform routine or scheduled school supervision duties during noon or recess intermission. This does not apply to the 15 minute period at the beginning of the noon intermission in schools in which children eat lunch in the classrooms, or in emergency situations at any school.

ARTICLE D.23 EXTRA-CURRICULAR ACTIVITIES

1. In this agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school
2. The Board agrees all extra curricular activities are voluntary.
3. While voluntarily involved in sanctioned extra-curricular activities, teachers shall be considered to be acting in the employ of the Board, for purposes of liability of the Board and coverage by the Board's insurance.
4. The Board agrees not to enter into a formal agreement with any teacher which reduces the hours of instruction of otherwise compensates the teacher for providing extra-curricular activities.

ARTICLE D. 24 STAFF MEETINGS

1. The right of principals to schedule staff meetings is recognized, as is the responsibility of teachers to attend.
2. Such meetings shall, wherever possible:
 - a. be scheduled in advance and on regular dates, at reasonable intervals;
 - b. normally not be scheduled prior to one hour before classes begin, during recess, during noon intermission, nor normally conclude later than two (2) hours after regular dismissal time;
 - c. not occur during times that classes are in session, or on days when school is not in session for teachers;
 - d. include items submitted by staff members;
 - e. have actions recorded in written form, minutes kept, and distributed to teachers.
3. Attendance
 - a. part-time teachers with half-time (0.5) or less assignment normally shall be required to attend not more than one (1) staff meeting per month;
 - b. part-time teachers with more than half-time (0.5) assignment may be required to attend all staff meetings;
 - c. where attendance at a staff meeting is problematic, alternate arrangements may be agreed to by the principal and the teacher.

ARTICLE D.25 TECHNOLOGICAL CHANGE

1. Definition

Technological change shall be as defined in the *Labour Relations Act*.

2. Notice and Discussion

When the Board is considering introduction of technological change which affects the terms and conditions or security of employment of teachers, the Board shall notify the HSTA in writing. Such notice shall be at least 90 days before the date on which the change may be introduced. The Board agrees to discuss the matter with the HSTA during that period, upon request by the HSTA.

The notice shall state:

- a. the nature of the change;
- b. the proposed effective date of the change;
- c. the approximate number, type and location of teachers likely to be affected by the change;

- d. the anticipated effects the change may have on teachers.

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

3. Adjustment to Technological Change

The discussions with the HSTA shall include examining options available to any teachers who may be displaced by the technological change. Such options include but are not limited to: educational leave, as provided elsewhere in this agreement, to be retrained for a position which is or will become available in the District; transfer or reassignment; layoff and recall and severance as provided elsewhere in this Agreement. A layoff resulting from technological change shall only be effective on June 30.

4. Grievances

Any grievances launched in connection with this Article shall start at the second stage.

ARTICLE D.26 HEALTH AND SAFETY COMMITTEE

1. A District Health and Safety Committee and program, including a site sub-committee and program at all work sites shall be established in accordance with the *Workers' Compensation Act*.
2. The Committee shall be composed of one representative named by the HSTA, one by CUPE, and two by the Board.
3. The chairperson and secretary of the committee shall be elected from, and by, the members of the committee. Where the chairperson is an employer member, the secretary shall be an employee member and vice versa.
4. The Committee shall assist in creating a safe and healthful place of work and learning, and shall recommend actions which improve the effectiveness of the Health and Safety program.
5. The Committees shall:
 - a. determine that regular inspections of the place of employment be carried out by the site sub-committee;
 - b. review regularly minutes of all site sub-committee meetings,
 - c. be responsible for a health and safety audit by WCB if necessary, as per regulation 8.08 of the Industrial Health and Safety Regulations, Workers' Compensation Board of British Columbia,
 - d. determine that the provisions of health services as outlined in the *School Act* are carried out,

- e. recommend measures required to attain compliance with the *School Act* and Regulations, the *Workers' Compensation Act* and Regulations and correction of hazardous conditions,
- f. ensure that all components of WHMIS (Workplace Hazardous Materials Information System) are implemented in all work sites,
- g. consider recommendations from the site sub-committees in accordance with the *Workers' Compensation Act* and Industrial Health and Safety Regulations, and recommend to the Employer implementation, where warranted,
- h. hold regular meetings at least once a month for the review of:
 - i. reports of current accidents, their causes and means of prevention;
 - ii. remedial action taken or required by the reports of investigation and inspections;
 - iii. any other matters pertinent to health and safety
- i. investigate immediately all accidents which may result in lost time by the employees
- j. record the proceedings of the committee and forward the minutes promptly to the employer and employee groups.
- k. ensure that copies of the health and safety publications required by the *Workers' Compensation Act* and Regulations are provided at each work site.

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 TEACHER ASSIGNMENT – IN SCHOOL (ALTERED BY LEGISLATION)

1. Teacher assignment within a school shall take into consideration (but not be limited to) such factors as qualifications, training, experience, and personal preference of the teacher.
2. In developing the time-table for teachers' assignments, consideration shall be given to (but not be limited to) such factors as:
 - a. the number of course preparations;
 - b. the number of subject areas;
 - c. the teaching locations;
3. The Principal, where applicable, shall give the school staff the opportunity for consultation concerning teacher assignments for the subsequent school year, and hold a meeting (or meetings) for that purpose.

4. Upon request of the teacher, the Principal shall meet with the teacher, and a colleague of the teacher's choice, to discuss and reconsider the teacher's proposed assignment.
5. Where practicable, teachers will be advised by June 15 each year of their intended assignments for the following school year.
6. A teacher given responsibility outside a regularly scheduled class for provision of educational services to one or more home education children shall be given appropriate time or assistance to provide such services.

ARTICLE E.21 DEFINITION OF TEACHERS AND TEACHER STATUS

1. Definitions and Types of Appointment

Each teacher appointed by the Board to teaching staff of the district shall be appointed as a:

- a. continuing teacher: or
- b. temporary teacher - a teacher appointed on a temporary contract in accord with this agreement
 - i. for a specific duration or specific purpose, and
 - ii. which shall begin and end in the same school year unless specifically replacing a continuing teacher on leave of absence, or
- c. teacher on call (formerly known as substitute teacher) - a teacher employed on a day-to-day basis, in accord with this agreement. It is agreed that there will be no consideration of compensation for teachers on call being available for call out.

ARTICLE E.22 POSTINGS AND FILLINGS

1. In this agreement "vacancy" means an existing or new position, to which a teacher has not been appointed, and which the Board intends to fill.
2. All vacancies of 40% or more of full-time and for longer than twenty (20) days (except as provided in Article 24.04), and all positions of special responsibility, shall be posted.
3.
 - a. Vacancies shall be posted on a staffroom notice board in each school and centre for at least six (6) working days before filling, and all teachers are eligible to apply for such vacancies.
 - b. Posting in July and August shall be restricted to the Board Office.
4. A copy of all postings, and notices of all vacancies shall be sent to the HSTA.
5.
 - a. Postings, advertisements and application forms for appointment to the teaching staff of the district shall not include specific reference to extra-curricular activities and programs.
 - b. Each posting shall contain the following information identifying the position to be filled:
 - i. subject area(s)
 - ii. grade level(s)
 - iii. location
 - iv. full-time/specific part-time
 - v. continuing/temporary position
 - vi. any other salient descriptive information
 - vii. start date
 - viii. end date, if applicable
 - ix. necessary qualifications, which shall be reasonable requirements for the position.
6.
 - a. All vacancies shall be filled by competition. Except for positions of special responsibility, the following candidates who possess the necessary qualifications and who have applied for posted vacancies, shall be given priority in the following order:
 - i. a continuing teacher in this district;
 - ii. a temporary teacher in this district who has received priority hiring rights.

- b. For the purpose of filling posted vacancies "necessary qualifications" means:
 - i. possession of a valid B.C. Teaching Certificate, and
 - ii. university training, or its equivalent, relevant to the posted position, and
 - iii. successful teaching experience relevant to the posted position.

Where the necessary qualifications of the applicants are relatively equal then district experience shall be given priority.

- 7. Positions to be filled in the same school year shall be posted and filled as temporary or continuing appointments.
- 8. The Superintendent each year will invite the HSTA to nominate a teacher to participate in the short-listing of candidates for any position of special responsibility.

ARTICLE E.23 TRANSFERS INITIATED BY THE BOARD

- 1. a. The Board shall only initiate transfers for educational reasons, or for reasons related to staff reduction. Transfers shall not be initiated by the Board for arbitrary, capricious or punitive reasons.
- b. If staff reduction is necessary, the Board shall only transfer a teacher provided:
 - i. no vacant position remains in the teacher's home school for which that teacher possesses the necessary qualifications,
 - ii. the teacher has the least seniority of teachers holding positions in that teacher's school, provided the teachers retained have the necessary qualifications to fill the remaining positions,
 - iii. no teacher more senior volunteers to be transferred and is transferred.

A teacher may refuse such transfer and shall be granted upon request a one year leave of absence without prejudice to the right to apply to posted positions within that school year.

In the event that the projected factors do not actually materialize, and this is known before September 30 of the year in which the transfer occurs, a teacher who is transferred for reasons of staff reduction shall have the opportunity of returning by September 30 to the position previously held, or to a similar position in the school from which the teacher was transferred.

- 2. In the event that the Board initiates a transfer of a teacher from a school within any of the district's three communities (District of Squamish, Whistler, Pemberton) to a school within one of the other of the three communities, reasonable actual moving costs incurred shall be paid by the Board to the teacher, upon presentation of receipts within six (6) months of commencement of duties at the new location.

3. A Board official intending to recommend Board initiation of transfer of a teacher from one school to another shall meet with the teacher at least ten (10) working days prior to the recommendation being placed before the Board. The nature of the transfer, and the reasons for it shall be communicated to the teacher. The teacher may be accompanied by a member of the HSTA. The teacher shall have the opportunity to consider the matter, consult with the Board official, and reply before the recommendation is placed before the Board. The teacher shall have the right to appeal the recommendation to the Board prior to the decision being made, and may be accompanied by a representative of the HSTA at the meeting with the Board or Board committee, with the Superintendent being present, at which the appeal is considered.
4. Transfers initiated by the Board shall be completed no later than May 15 in a school year for the next school year, save when they are necessitated by circumstances not reasonably known to the Board by May 15 in such year.
5. Any teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for the three (3) subsequent school years.

ARTICLE E.24 TEACHER EXCHANGE WITHIN THE DISTRICT

1. Teachers may apply for exchange, by request in writing to the Superintendent by March 1.
2. The Board will attempt to accommodate such requests and each applicant will be notified of the decision in writing by March 31.
3. A teacher whose request for exchange has been denied, upon request to the Superintendent, shall be given written reasons for the denial.

ARTICLE E.25 NO DISCRIMINATION

1. The Board and the HSTA agree to abide by the provisions of the *Human Rights Act* of B.C. and Sections 2 and 3 of the *Labour Relations Act*, and without limiting the generality of the foregoing, shall not discriminate against any employee covered by this agreement.
2. The Board and the Association/Union recognize the right of all persons to work, learn, conduct business and otherwise associate in an environment free of discrimination. There will be no discrimination against any applicant to a position covered by this agreement or against any member of the bargaining unit on the basis of, but not limited to, the following: race, colour, creed, age, physical handicap, gender, sexual orientation, religious or political affiliation, national origin, marital status, or whether s/he has children.

ARTICLE E.26 RACE RELATIONS

1. The Board and the association do not condone and will not tolerate any expression of racism.
2. Any written allegation of racism within the control of the Board will be investigated by the Superintendent. The results will be reported to the Board, the association and the concerned parties.

ARTICLE E.27 PERSONNEL FILES

1. There shall be an official personnel file for each teacher which shall be at the School Board Administration office. A file concerning a teacher may also be kept at the school where the teacher is assigned. Material from that file shall be forwarded for inclusion in the official file or shall be destroyed when the teacher leaves the school.
2. A teacher shall have access to the official personnel file concerning that teacher, and to the file concerning the teacher at the school. The teacher may make such examination during regular office hours, after making arrangements to do so.
3. An appropriate School Board official shall be present while the file is being examined. The teacher may be accompanied by a person chosen by the teacher.
4. Teachers shall not remove items from the file. A teacher may prepare comments on any item in the file, and such comments shall be appended to the item if the teacher so requests.
5. The Board agrees that only material relevant to the employment of the teacher shall be maintained in personnel files.
6. Provided there is no further documentation of discipline, upon the request of a teacher, material critical of the teacher or in the nature of a reprimand shall be removed from the file two (2) years after the filing, unless the material is related to performance evaluation, a offense, or gross misconduct.
7. Personnel files shall be in the custody of the Board and shall not be available to other than appropriate officials of the School District.

ARTICLE E.28 SCHOOL ACT SECTION 11 APPEALS

1. The teacher(s) involved shall be provided promptly with a copy of the Notice of Appeal.
2. The teacher(s) involved shall have the opportunity to provide information to the Review Committee (see Board by-law-Appeals) prior to its decision.

3. The results of the Appeal shall be made known to the teacher(s) involved.
4. No decision or By-Law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this agreement, or deprive the employee of any right, benefit or process otherwise provided by law.

ARTICLE E.29 FALSELY ACCUSED EMPLOYEE ASSISTANCE

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising duties as an employee of the District, and after a formal investigation pursuant to the Grievance Procedure (P.C.A.-A.6) provisions of the Collective Agreement, has not been found to be substantiated, the teacher shall be entitled to assistance, where required, to deal with the negative effects of the allegation.
2. A teacher requesting assistance and a representative of the Association shall meet with two district staff members appointed by the Superintendent to establish a plan of assistance for the teacher. The plan of assistance may include, but shall not be limited to:
 - a. a specified period of leave of absence without loss of pay,
 - b. first priority status to fill any vacant position requested by the teacher in accord with Articles E.22.6.a and E.22.6.b where the position is in another community within this district, the financial assistance as described in Article E.23.2 shall be provided,
 - c. where requested by the teacher, provision of factual information, as agreed to by the teacher, shall be provided to the parents by the Board.
3. At the request of the teacher, the parties shall meet again to examine whether modifications to the plan should be made.

ARTICLE E.30 ACTS OF PHYSICAL VIOLENCE

1. The Board and the Association do not condone and will not tolerate acts of physical violence.
2. If a teacher is subjected to physical violence by a student, the Administrative Officer shall investigate the incident and report it to the Superintendent of Schools.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.20 PROFESSIONAL DEVELOPMENT FUNDING AND CONTROL

1. The Board shall establish a fund for the purpose of the professional development of the teachers of the school district. Effective July 1, 1993, the Board will provide annually, the sum of \$340.00 per full time equivalent teacher (based on the staffing on each September 30) for the Professional Development Fund.
2. The professional development fund will be used to fund workshops, seminars, extended non-credit courses, inservice training and refunds for credit courses to the audit fee level only. The fund will not normally be used to fund implementation of new or revised Ministry Curriculum.
3. In the event that the sum of money provided by the Board in a given fiscal year is not spent, the remainder of the money will be allowed to accumulate in the fund to be used in the succeeding year. The total amount of the fund in any given year is not to exceed 3.0 (three) times the money agreed to in F.20.1.
4. The administration of this fund is to be in the hands of the Professional Development Committee, which shall include at least one school trustee representative, the Superintendent of Schools or representative, one teacher representative from each school, and one person named by the HSTA.
5. The Professional Development Committee shall be responsible for:
 - a. facilitating teacher identification of individual professional development needs through a needs assessment;
 - b. designing, implementing and evaluating professional development programs;
 - c. distributing professional development funds;
 - d. ensuring that professional development opportunities are distributed as equitably possible.

ARTICLE F.21 PROFESSIONAL DEVELOPMENT ON NON-INSTRUCTIONAL DAYS

A minimum of three (3) of the available non-instructional days as prescribed in the annual School Calendar shall be used for teacher professional development activities. The Board shall only approve the dates and professional development activities on such days, as are requested by a school staff or the HSTA.

ARTICLE F.22 DISTRICT CO-ORDINATING COMMITTEE FOR CURRICULUM

1. Implementation

A District Co-ordinating Committee for Curriculum Implementation shall be established, composed of three (3) representatives from HSTA and three (3) representatives from the Board. The Committee shall identify curriculum undergoing change in the near future, and name an appropriate sub-committee.

2. The sub-committee shall have the task to plan the implementation and to identify the resources necessary, including time, recognizing the relationship between them. The sub-committee shall make recommendations to the Board concerning needs with respect to implementation and the provision of resources to accomplish it.

ARTICLE F.23 PROFESSIONAL AUTONOMY

The Board recognizes and respects the professionalism of teachers covered by this collective agreement. Teachers, within the bounds of the prescribed curriculum and consistent with recognized effective educational practice, shall have individual professional autonomy.

SECTION G LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE

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

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

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

ARTICLE G. 2 COMPASSIONATE CARE LEAVE

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

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

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

[See also Article G.27 Compassionate Leave for short term compassionate leaves of up to ten days.]

ARTICLE G.20 SICK LEAVE

1. Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work while ill, disabled, quarantined or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

2. Sick Leave Allowance, Accumulation

- a. Sick leave allowance means the number of days that a teacher has been credited through current and past service to the Board, and for which the teacher will be entitled to sick leave at the teacher's regular rate of pay.
- b. Sick leave allowance shall be credited to a continuing or temporary teacher on the basis of one and one-half (1 1/2) days for each month worked after April 1, 1968, plus one day for each month worked prior to April 1, 1968 in the current and past service of the Board. A month worked shall mean a month in which the teacher has been absent for not more than ten (10) teaching days.
- c. In any one year in which a teacher has not used the sick leave allowance or has used only a portion of it, the entire unused allowance shall accumulate for the teacher's future use without maximum.

3. Advance of Sick Leave Allowance

The anticipated sick leave allowance for the current school year may be advanced to the employee. Any sick leave days advanced and used and not later credited in that school year are recoverable by the employer.

4. Part-time Teachers

Part-time teachers shall accumulate and use sick leave in proportion to the percentage of full-time that they work.

5. Sick Leave Usage

- a. Deduction shall be made from sick leave allowance on the basis of one (1) day for one (1) working day (exclusive of holidays) of sick leave granted with full pay.
- b. A maximum total of 120 days of sick leave may be deducted from the sick leave accumulation or the advance in any school year.

6. Sick Leave Records

A record of all unused sick leave allowance will be kept by the Board for each teacher. Upon application by the teacher, the Board shall advise the amount of the teacher's accumulated sick leave allowance. Each teacher shall receive by September 30 a statement of the balance of his/ her accumulated sick leave as at September 1.

7. Medical Certificates

- a. In any case where the teacher is absent for ten (10) consecutive days or more the teacher shall be required to produce a certificate from a qualified medical

practitioner certifying that such teacher is unable to carry out duties due to illness, disability, or quarantine.

- b. If the absence from work is ten (10) days or more, the teacher shall be required to submit to the Board a health report acceptable to the Board indicating fitness to resume duties.

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

ARTICLE G.21 WORKERS' COMPENSATION LEAVE

1. Compensation Leave means the period of time an employee is permitted to be absent from work and for which compensation is paid under the *Workers' Compensation Act*.
2. Compensation Leave shall be granted without loss of pay provided the WCB loss of pay payments are made directly to the Board and provided there is available sick leave allowance against which the balance shall be charged.
3. Once the available sick leave allowance for the year has been used, any Compensation Leave shall be without pay, and WCB loss of pay payments shall be made directly to the teacher.

ARTICLE G.22 PREGNANCY/MATERNITY LEAVE

1. When a teacher takes the *pregnancy/maternity* leave she is entitled to, pursuant to the *Employment Standards Act*, the Board shall pay that teacher:
 - a. Seventy-Five (75) per cent of her current salary for the first two (2) weeks of leave.
 - b. If she is eligible to receive *E.I.* maternity benefits, the difference between seventy-five (75) per cent of her current salary during the regular school year and the amount of the above benefits for a further fifteen (15) weeks.
2. Maternity Leave shall not count as sick leave.
3. A teacher shall confirm in writing to the Board her intention to return to work following the birth of the child and shall do so at least thirty (30) days prior to the expected date of return. Should the teacher wish to change the date of return, the request shall be made to the Board at the earliest opportunity.

ARTICLE G.23 PATERNITY LEAVE

1. During the school year, a teacher shall be entitled to be granted up to two (2) days leave of absence without loss of pay on the event of the birth of his child.

ARTICLE G.24 LEAVE FOR ADOPTION

1. In the case of adoption of a child, leave of absence without loss of pay shall be granted as follows:
 - a. to the father, up to two (2) days for mandatory interviews and to receive the child;
 - b. to the mother,
 - i. up to two (2) days for mandatory interviews and to receive the child, or
 - ii. one (1) day for mandatory interviews to receive the child and Maternity Leave as provided in this Agreement.

ARTICLE G.25 PARENTAL AND PARENTHOOD LEAVE

1. Parental Leave shall be granted in accordance with the provisions of the *Employment Standards Act*, Part 6.
2. An employee is entitled to Parenthood leave without pay beyond the period of parental leave to which he/she is entitled under Part 6 of the *Employment Standards Act*.
3. Parental and Parenthood leave shall be taken consecutively and shall not exceed a total of twenty working months.
4. An employee who returns from Parenthood leave taken pursuant to this article shall do so on, either September 1 or January 1, or the beginning of a semester as appropriate.
5. An employee shall confirm in writing his/her return to work from parenthood leave prior to April 15 for a September 1 return, and prior to October 30 for a January 1 return, or with sixty (60) days' notice if the return is at the beginning of a semester, or shall be deemed to have resigned.
6. The Board shall provide all applicable Health and Welfare Benefits to an employee on leave pursuant to this article;
 - a. pursuant to the *Employment Standards Act* for the period of Parental leave provided in that Act; and
 - b. if the employee pays the full cost of such benefits in advance; for the period of Parenthood leave taken beyond the period of Parental Leave provided in the *Employment Standards Act*.

ARTICLE G.26 JURY DUTY AND APPEARANCE IN LEGAL PROCEEDINGS

1. Any teacher required to attend a court of law as a juror or summonsed by subpoena as a witness, shall be granted leave without loss of pay provided the case does not involve the teacher's personal affairs. Any jury duty monies or witness fees (except expenses) received for the days when the teacher is with full pay shall be deposited with the Board.
2. Where the private affairs of an employee necessitate an appearance in legal proceedings, a leave of absence without pay shall be granted by the Board.
3. In the event that a teacher is required to attend legal proceedings on behalf of the Board on other than regular work days, the time will be considered as work time and shall be paid at the daily rate of last annual salary per day, and fraction thereof per part day. Any fees received shall be deposited with the Board.

ARTICLE G.27 COMPASSIONATE LEAVE

1. A teacher, upon notifying the immediate supervisor, shall be granted leave of up to five (5) days without loss of pay in the case of death or where a physician deems death is imminent in the immediate family (spouse, parent, grandparent, parent-in-law, grandparent-in-law, guardian, sibling, sibling-in-law, grandchild, child, child-in-law) provided application is made in writing to the Board for Compassionate Leave within thirty (30) days of the end of the leave.
2. To accommodate Compassionate Leave needs in excess of five days, the Board may grant additional leave. The first five (5) days of such additional leave shall be without loss of pay, but with a deduction of "pay rate of a teacher on call", if a teacher on call is required and used, and any subsequent days shall be without pay.

[See also PCA Article G.2 Compassionate Care Leave for leaves in excess of ten days.]

ARTICLE G.28 FUNERAL LEAVE

If leave has not been granted under Article G.27.1, the Board shall grant leave without loss of pay, subject to operational requirements, for 1/2 day (or 1 day if required) to a teacher to attend a funeral.

ARTICLE G.29 PERSONAL LEAVE

1. Leave of absence may be granted to a teacher for purely personal reasons.
2. Written application shall be made for personal leave, except that in emergency situations, the teacher shall notify the immediate supervisor and then make written application to the Board.

ARTICLE G.30 LEAVE FOR FAMILY ILLNESS

In the case of a teacher requiring leave for emergency illness situations, in the immediate family (spouse, parent, child, ward), arising when no other family member is available, the teacher shall be granted, after notifying the immediate supervisor, up to a maximum of three (3) days leave per school year, without loss of pay but with a deduction of "pay rate of a teacher on call", if a teacher on call is required and used, for this purpose. The employer may require substantiation by medical certification.

ARTICLE G.31 LEAVE FOR SEARCH AND RESCUE ACTIVITIES

The Board will grant leave of absence without loss of pay but with a deduction of "pay rate of teacher on call", if a teacher on call is required and used, for up to two (2) days to teachers who are members of regularly organized search and rescue organizations and who are called out for search and rescue activities. Such teachers shall register membership with the Board in advance in order to be eligible for this leave.

ARTICLE G.32 LEAVE FOR ELECTED OFFICE

In the event that a teacher is nominated as a candidate in a provincial, or federal election, the teacher shall be granted a leave of absence, provided arrangements can be made for a satisfactory teacher on call, without pay, for the duration of the election campaign. Should a teacher be elected as MP, MLA, or Mayor, the teacher shall be granted a long term leave of absence, without pay.

ARTICLE G.33 EDUCATIONAL LEAVE

1. The Board shall establish an Educational Leave Fund each year in the amount of zero point six percent (0.6%) of the teaching salary section of the District budget. These funds shall be made available to pay the salaries of teachers granted educational leave.
2. Educational leave may be granted by the Board to a teacher for the purpose of approved study for one school year (July 1 to June 30) or for any portion of a school year.
3. A teacher who wishes educational leave shall apply in writing to the Board at by March 1 of the year prior to the school year in which the leave is to commence, stating clearly the particular purpose for the leave, and the proposed activities designed to fulfill that purpose. Any of the following general activities may be considered to fulfill such purposes:
 - a. formal academic training regardless of whether it leads to higher certification.
 - b. studies or programs designed to bring new techniques, educational strategies or technological change to the school district.

- c. studies or programs designed to assist established teachers in remaining current or in advancing their knowledge of methods, subject matter or general background for teaching.
4. To qualify for Educational Leave, a teacher must have served at least five (5) years with the District, and normally leave shall not be granted to a teacher who is within five (5) years of the age of retirement.
5. A Review Panel shall be established to consider all applications and make recommendations to the Board, including the ranking of applicants in a priority order. Such consideration shall occur by March 31. The Review Panel shall consist of two (2) representatives of the Board and two (2) representatives of the Association, and the Superintendent or delegate. The Chairperson shall be the Superintendent or delegate who shall vote only in the event of a tie. The Review Panel will determine target areas of district needs for Educational Leave and shall make these known as soon as practicable.
6. Upon the receipt of the Review Panel's recommendations, the Board shall decide which applicants, if any, shall be granted Educational Leave. The Board may limit the number of such leaves to a maximum of two full- time equivalent teachers in any school year.
7. Teachers applying for educational leave shall be notified by the Board of acceptance, or reasons for rejection, of their application at least two (2) months in advance of the date the leave is to commence.
8. Teachers granted leave under this section shall undertake to return and to stay in the service of the Board for a period of time. Where the leave granted is 1/7 (one-seventh) FTE or less, the period of time shall be one (1) FTE year. In any other case the period of time shall be three (3) FTE years. If the teacher, who has received Educational Leave, voluntarily terminates employment with the Board before the period has expired, the teacher shall immediately refund to the Board the amount the teacher received while on leave, prorated over the time involved.
9. Each teacher granted Educational Leave shall have such leave with pay based upon sixty percent (60%) of the teacher's regular placement on scale. During the period of the leave, benefits shall be continued on the normal sharing basis.
10. If, for any reason, a person selected is unable to take the educational leave, other candidates who had been unsuccessful will be reconsidered.

ARTICLE G.34 SELF-FUNDED LEAVE PLAN

The Board shall administer a Self-Funded Leave Plan in accord with a separate agreement.

ARTICLE G.35 DISCRETIONARY LEAVE

1. Subject to operational requirements, and upon request in writing, with notice of at least five teaching days, except in an emergency, a teacher shall be granted one discretionary day each school year. Such leave shall be with pay less the "pay rate of a teacher on call."

Discretionary days shall only be used to meet a personal need or requirement which cannot be met without absence from work. These days are non-cumulative and shall not be taken in conjunction with holidays.

Discretionary leave is only to be used where no other leave provisions apply.

SIGNATURES

Dated at Squamish, British Columbia, this _____ of _____, _____.

ON BEHALF OF THE BOARD
OF EDUCATION

ON BEHALF OF THE HOWE SOUND
TEACHERS' ASSOCIATION

Scott Stanley, Director of HR
School District No.48 (Sea to Sky)

Beth Miller, Local President
Sea To Sky Teachers' Association

Stephanie Mascoe, LR Consultant
BC Public School Employers'
Association

Irene Lanzinger, President
BC Teachers' Federation

SCHEDULE A: TABLE 1 / ANNUAL SALARY GRID**July 1, 2006 Annual Salary Grid**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 38,966	\$ 42,481	\$ 46,099	\$ 47,305
1	\$ 41,061	\$ 45,066	\$ 48,823	\$ 50,075
2	\$ 43,155	\$ 47,651	\$ 51,547	\$ 52,845
3	\$ 45,250	\$ 50,236	\$ 54,271	\$ 55,616
4	\$ 47,345	\$ 52,821	\$ 56,995	\$ 58,386
5	\$ 49,439	\$ 55,406	\$ 59,719	\$ 61,157
6	\$ 51,534	\$ 57,992	\$ 62,443	\$ 63,927
7	\$ 53,628	\$ 60,578	\$ 65,167	\$ 66,697
8	\$ 55,723	\$ 63,164	\$ 67,892	\$ 69,468
9	\$ 57,817	\$ 65,750	\$ 70,616	\$ 72,238

SCHEDULE A: TABLE 2 / ANNUAL SALARY GRID**July 1, 2007 Teachers' Salary Grid**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 39,941	\$ 43,543	\$ 47,251	\$ 48,487
1	\$ 42,087	\$ 46,193	\$ 50,043	\$ 51,327
2	\$ 44,234	\$ 48,843	\$ 52,836	\$ 54,167
3	\$ 46,381	\$ 51,492	\$ 55,628	\$ 57,006
4	\$ 48,528	\$ 54,142	\$ 58,420	\$ 59,846
5	\$ 50,675	\$ 56,792	\$ 61,212	\$ 62,685
6	\$ 52,822	\$ 59,442	\$ 64,004	\$ 65,525
7	\$ 54,969	\$ 62,092	\$ 66,796	\$ 68,365
8	\$ 57,116	\$ 64,743	\$ 69,589	\$ 71,204
9	\$ 59,263	\$ 67,393	\$ 72,381	\$ 74,044

SCHEDULE A: TABLE 3 / ANNUAL SALARY GRID

July 1, 2008 Teachers' Salary Grid

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 40,939	\$ 44,632	\$ 48,433	\$ 49,700
1	\$ 43,140	\$ 47,348	\$ 51,295	\$ 52,610
2	\$ 45,340	\$ 50,064	\$ 54,156	\$ 55,521
3	\$ 47,541	\$ 52,779	\$ 57,018	\$ 58,431
4	\$ 49,741	\$ 55,495	\$ 59,880	\$ 61,342
5	\$ 51,942	\$ 58,211	\$ 62,742	\$ 64,253
6	\$ 54,142	\$ 60,928	\$ 65,604	\$ 67,163
7	\$ 56,343	\$ 63,644	\$ 68,466	\$ 70,074
8	\$ 58,544	\$ 66,361	\$ 71,329	\$ 72,984
9	\$ 62,567	\$ 71,117	\$ 76,236	\$ 77,942
Benefit From Letter of Understand No. 11 – 2008 Salary Harmonization:				
2.5% increase:	\$ 60,744	\$ 69,078		\$ 75,895
Harmonization:	\$ 62,567	\$ 71,117		\$ 77,942
Harmonization %	3.00%	2.95%		2.70%

Category 5+ Category 5+ retained the superior provision of 75% of the difference of Cat 5 and 6 as at April 1, 2006. That continues in effect with no direct adjustment from harmonization (Category 5+ receives an indirect benefit by virtue of Cat 5 and 6 increasing under harmonization. Cat 5+ then adjusted to 75% of the difference of Cat 5 and 6)

SCHEDULE A: TABLE 4 / ANNUAL SALARY GRID

July 1, 2009 Teachers' Salary Grid

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 41,963	\$ 45,748	\$ 49,643	\$ 50,942
1	\$ 44,218	\$ 48,531	\$ 52,577	\$ 53,925
2	\$ 46,474	\$ 51,315	\$ 55,510	\$ 56,909
3	\$ 48,729	\$ 54,099	\$ 58,444	\$ 59,892
4	\$ 50,985	\$ 56,883	\$ 61,377	\$ 62,876
5	\$ 53,240	\$ 59,667	\$ 64,311	\$ 65,859
6	\$ 55,496	\$ 62,452	\$ 67,245	\$ 68,842
7	\$ 57,752	\$ 65,235	\$ 70,178	\$ 71,826
8	\$ 60,007	\$ 68,020	\$ 73,112	\$ 74,809
9	\$ 64,131	\$ 72,895	\$ 78,142	\$ 79,891

SCHEDULE A: TABLE 5 / ANNUAL SALARY GRID

July 1, 2010 Teachers' Salary Grid

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 42,802	\$ 46,662	\$ 50,636	\$ 51,961
1	\$ 45,102	\$ 49,502	\$ 53,628	\$ 55,004
2	\$ 47,403	\$ 52,341	\$ 56,621	\$ 58,047
3	\$ 49,704	\$ 55,181	\$ 59,613	\$ 61,090
4	\$ 52,005	\$ 58,020	\$ 62,605	\$ 64,133
5	\$ 54,305	\$ 60,860	\$ 65,597	\$ 67,176
6	\$ 56,606	\$ 63,701	\$ 68,589	\$ 70,219
7	\$ 58,907	\$ 66,540	\$ 71,582	\$ 73,262
8	\$ 61,207	\$ 69,381	\$ 74,574	\$ 76,305
9	\$ 65,414	\$ 74,353	\$ 79,705	\$ 81,489

SCHEDULE B: ALLOWANCES AND BONUSES

	<u>July 1 /06</u>	<u>July 1 /07</u>	<u>July 1 /08</u>	<u>July 1 /09</u>	<u>July 1/ 10</u>
1. First Aid Allowance					
Industrial First Aid Certificate	\$ 523	\$ 536	\$ 549	\$ 563	\$ 574
Any other acceptable certificate.	\$ 209	\$ 214	\$ 220	\$ 225	\$ 230
2. Rural Bonus	\$ 107	\$ 110	\$ 113	\$ 115	\$ 118
3. Summer School Coordinator					
The teacher who serves as Summer School Coordinator shall be paid an additional amount as follows:					
Basic Allowance (one subject area)	\$ 732	\$ 750	\$ 769	\$ 788	\$ 804
Additional Allowance for Second subject area	\$ 366	\$ 375	\$ 384	\$ 394	\$ 402
for each additional subject area	\$ 183	\$ 188	\$ 192	\$ 197	\$ 201
4. Head Teacher's Allowance					
1st year in this capacity in this District.	\$ 1,986	\$ 2,036	\$ 2,087	\$ 2,139	\$ 2,182
2nd year	\$ 2,300	\$ 2,358	\$ 2,417	\$ 2,477	\$ 2,526
3rd and each subsequent year	\$ 2,614	\$ 2,679	\$ 2,746	\$ 2,815	\$ 2,871
5. Senior Assistant	\$ 889	\$ 911	\$ 934	\$ 957	\$ 976
6. Administrative Assistant					
1st year in this capacity in this District	\$ 2,405	\$ 2,465	\$ 2,526	\$ 2,590	\$ 2,641
2nd year	\$ 2,718	\$ 2,786	\$ 2,856	\$ 2,927	\$ 2,986
3rd and each subsequent year	\$ 3,032	\$ 3,108	\$3,185	\$ 3,265	\$ 3,330

Basic Allowance

7. Department Head					
Minor Department Head	\$ 1,046	\$ 1,072	\$ 1,098	\$ 1,126	\$ 1,148
Major Department Head	\$1,986	\$ 2,036	\$2,087	\$ 2,139	\$ 2,182
8. Subject Coordinator	\$ 784	\$ 804	\$ 824	\$ 844	\$ 861
9. District Coordinator					
1st year in this capacity in this District.	\$ 2,405	\$2,465	\$ 2,526	\$ 2,590	\$ 2,641
2nd year	\$ 3,241	\$ 3,322	\$ 3,405	\$ 3,490	\$ 3,560
3rd and each subsequent year	\$ 4,077	\$ 4,179	\$ 4,284	\$ 4,391	\$ 4,479
10. Administrative Assistant to Superintendent					
	\$ 5,228	\$ 5,358	\$ 5,492	\$ 5,629	\$ 5,742
11. Teacher In Charge (by type of school) (per day)*					
Type A	\$ 10	\$ 11	\$ 11	\$ 11	\$ 11
Type B	\$ 13	\$ 13	\$ 13	\$ 14	\$ 14
Type C	\$ 15	\$ 15	\$ 15	\$ 16	\$ 16

*School Types are defined as:

- Type A school – under 20 staff members,
- Type B school – between 20 and 40 staff members,
- Type C school – over 40 staff members

LETTERS OF UNDERSTANDING/INTENT

LETTER OF INTENT No. 1

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Formalization of Middle School Provisions

Does not apply in School District No. 48 (Howe Sound)

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

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).

Does not apply in School District No. 48 (Howe Sound)

LETTER OF UNDERSTANDING No. 3.b

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

Does not apply in School District No. 48 (Howe Sound)

LETTER OF UNDERSTANDING No. 4

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

Re: Early Incentive Payment

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: One Time Payment to Teacher Inflation Adjustment Account

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 6

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

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

Original signed by:

Brian Kennelly
BCTF Co-Chief Negotiator

Jacquie Griffiths
BCPSEA Chief Negotiator

Suzie Mah
BCTF Co-Chief Negotiator

LETTER OF UNDERSTANDING No. 7

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Articles Housekeeping Committee

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

Original signed by:

Jinny Sims
BCTF President

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

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 13

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

Re: Fiscal Dividend

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

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

The Fund will be determined as follows:

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 14

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

Re: Article B.12 Category 5+ Transitional Provisions

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

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

Dated this 27th day of June, 2007

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 15

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

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

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

1. Teacher in a district with 1 list ports to a district with 1 list (1 to 1)
 - Both K – 12 and adult education seniority are contained on a single list in both districts.
 - Normal rules of porting apply.
 - No more than 1 year of seniority can be credited and ported for any single school year.
 - Maximum of 10 years can be ported.
2. Teacher in a district with 2 separate lists ports to a district with 2 separate lists (2 to 2)
 - Both K – 12 and adult education seniority are contained on 2 separate lists in both districts.
 - Both lists remain separate when porting.
 - Up to 10 years of K – 12 and up to 10 years of adult education can be ported to the corresponding lists.
 - Although the seniority is ported from both areas, the seniority is only activated and can be used in the area in which the teacher attained the continuing appointment. The seniority remains dormant and cannot be used in the other area unless/until the employee subsequently attains a continuing appointment in that area.
 - For example, teacher A in District A currently has 8 years of K – 12 seniority and 6 years of adult education seniority. Teacher A secures a K – 12 continuing appointment in District B. Teacher A can port 8 years of K – 12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K – 12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.
3. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
 - A combined total of up to 10 years of seniority can be ported.
 - No more than 1 year of seniority can be credited for any single school year.
4. Teacher in a district with 1 single seniority list ports to a district with 2 separate seniority lists (1 to 2)
 - Up to 10 years of seniority could be ported to the seniority list to which the continuing appointment was received.
 - No seniority could be ported to the other seniority list.
 - For example, teacher A in District A currently has 14 years of seniority and attains a K – 12 position in District B which has 2 separate seniority lists. Teacher A could port 10 years of seniority to the K – 12 seniority list in District B and 0 seniority to the adult education seniority list in District B.

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

Original Signed by:

Jacque 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:

Jacque Griffiths
BC Public Employers' Association

March 12, 2008

Irene Lanzinger
BC Teachers' Federation

March 13, 2008

INDEX

Allowances.....	77
Advance of Sick Leave	77
First Aid.....	38
Alternate School Calendar	54
Appeals	71
Appointments.....	30, 42, 46, 47, 69
Part-Time.....	46
Appointments of Teacher on Call	48
Arbitration (Conduct of)	14
Assignments.....	55, 66, 67
Assistants, Teacher, role of.....	21
Associated Professionals.....	35
Benefits	30, 45
Continuation of Benefits Sharing.....	31
Death	32
Dental	31
Employee and Family Assistance Program.....	32
Extended Health	31
General	30
Group Life Insurance	31, 32
Medical Services	31
Medical Services Plan	31
Salary Indemnity Plan	32
Teachers on Unpaid Leave.....	30
Bereavement/Compassionate Leave	80
Bulletin Boards	16
Categories, salary.....	37, 39, 40
Category 5+.....	32
Category 5+ 30 Agreement.....	39
Certificate, Teaching.....	48, 69
Classifications of Special Responsibility.....	37
Collective Bargaining Relationship	9
College of Teachers Fees	16
Committee	
District Co-ordinating Committee for Curriculum.....	74
Health and Safety	60
Liason	21
Committee Membership.....	11
Committees	19, 21, 38, 49, 60, 71, 73, 74
District Health and Safety	60
Compassionate Leave	80
Continuation of Benefits	31
Copies of Agreement	21
Curriculum Implementation.....	74
Deductions from Pay.....	37

Definition of Teachers and Teacher Status	67
Definitions.....	37, 67
Dental Plan.....	31
Discipline and Dismissal.....	49
Discretionary Leave	83
Discrimination.....	70
Dismissal.....	49
Dismissal for Teachers New to District	48
District Health and Safety Committee	60
Dues Deduction.....	11
Educational Leave.....	31, 43, 81, 82
EI Rebate.....	26
Employment Rights	41
Employment Standards Act, Part 6.....	79
Evaluation	47, 48, 51, 52, 53, 55, 71
Evaluation of Teacher Performance.....	51
Exclusions from the Bargaining Unit	21
Extra-Curricular Activities.....	58
Facilities, use of	16
Falsely Accused Employee Assistance	72
First Aid	38
Grievance Procedure	12, 49, 72
Arbitration	14
General	14
Omitting Steps.....	13
Steps in	12
Group Life Insurance	31, 32
Harassment.....	62
Harassment/Sexual Harassment.....	70, 71
Hazardous Materials	61
Health and Safety	60
Hours of Work	57
Increments.....	36
Instructional Time.....	57
Insurance, Group Life	31, 32
Internal Delivery Service	17
Lay-Off and Recall	44
Leave	
Adoption.....	79
Compassionate Care.....	75

Compassionate Leave.....	80
Discretionary Leave	83
Educational.....	31, 43, 81, 82
Elected Office.....	81
Family Illness	81
Funeral.....	80
Jury Duty	79
Maternity	31, 43, 78, 79
Maternity	78
Parental.....	43, 79
Parenthood.....	79
Paternity	78
Personal	80
Provincial Contract Negotiations	15
Search and Rescue Activities	81
Self-Funded	82
Sick.....	45
Sick Leave	76
Union and Related Business.....	18
Workers' Compensation	78
Leaves of Absence	75
Legislative Change.....	15
Letter of Understanding No. 01	
Re: Designation of Provincial and Local Matters	91
Letter of Understanding No. 02	
Re: Approved List of Arbitrators	106
Letter of Understanding No. 03.a	
Re: Section 4 of Bill 27 Education Services Collective Agreement Act	107
Letter of Understanding No. 03.b	
Re: Section 27.4 Education Services Collective Agreement Act.....	108
Letter of Understanding No. 04	
Re: Early Incentive Payment.....	109
Letter of Understanding No. 05	
Re: One Time Payment to Teacher Inflation Adjustment Account	110
Letter of Understanding No. 06	
Re: Employment Equity - Aboriginal Employees.....	111
Letter of Understanding No. 07	
Re: Provincial Articles Housekeeping Committee.....	112
Letter of Understanding No. 08	
Re: Updating the Provincial Collective Agreement Mid-Contract Modification Process	
.....	113
Letter of Understanding No. 09	
Re: Rehabilitation Committee	114
Letter of Understanding No. 10	
Re: Benefits Review Committee	115
Letter of Understanding No. 11	

Re: 2008 Salary Harmonization	116
Letter of Understanding No. 12	
Re: Teacher Supply and Demand Initiatives	117
Letter of Understanding No. 13	
Re: Fiscal Dividend	118
Letter of Understanding No. 14	
Re: Article B.12 Category 5+ Transitional Provisions	119
Letter of Understanding No. 15	
Re: Article C.2 - Porting of Seniority - Separate Seniority Lists	120
Letter of Understanding No. 16	
Re: Article C.2 - Porting of Seniority & Article G.1 Portability of Sick Leave - Simultaneously Holding Part-Time Appointments in Two Different Districts.....	122
Local and BCTF Dues Deduction.....	11
Lock Out	20
Management Rights	16
Maternity Leave	31, 43, 78, 79
Medical Services.....	31
Meetings	
Health and Safety	60
Staff	47, 59
Membership Requirement.....	10
Middle Schools	56
No Contracting Out.....	22
No Discrimination.....	70
Non-Instructional Days	73
Non-Sexist Environment.....	62
Notice Boards.....	16
Optional Twelve-Month Pay Plan	28
Parenthood Leave.....	79
Part Time Teachers	47
Part-Time Appointments.....	46
Part-Time Teachers	
Pay.....	37
Paternity Leave	78
Pay	
Deductions.....	37
Incomplete Months.....	37
Part-Time Teachers	37
Pay and Benefits	
Teacher on Call	24
Pay Periods.....	29
Pension Plan.....	30

Personal Leave	80
Personnel Files	71
Personnel Practices	62
Picket Line Protection.....	20
Placement in Categories on Salary Schedule.....	34
Portability of Sick Leave	75
Porting Seniority	41
Positions of Special Responsibility.....	38, 69
Posting and Filling	68
Preamble	8
Preparation Time.....	37, 55, 57
Professional Autonomy.....	74
Professional Development	18, 38, 73
Funding and Control.....	73
On Non-Instructional Days	73
Professional Development Fund	73
Professional Rights	73
Provision of Agreement	21
Provision of Information.....	17
Qualifications.....	44
Race Relations	71
Recall	44, 45
Recall List	46
Recognition of Experience.....	35
Teacher on Call	36
Recognition of the Union.....	10
Referral to Arbitration	
Local Matters.....	13
Provincial Matters	13
Registered Retirement Savings Plan.....	26
Reimbursement	
for Expenses	38
for Mileage and Insurance.....	29
for Personal Property Loss	28
Resignation	41
Right to Representation.....	17, 50
Rural Bonus	39
Safety and Health Committee	60
Salary	23
Salary and Economic Benefits	23
Salary Indemnity	31, 32
Salary Indemnity Plan Allowance	27
Salary Protection.....	34

School Act Section 11 Appeals.....	71
School Calendar	73
Self-Funded Leave Plan.....	82
Seniority.....	41
Severance Pay	46
Sexual Harassment.....	62
Sick Leave.....	45, 76, 77
Special Needs Review Panel.....	82
Special Responsibility.....	37
Staff Meetings.....	59
Strike	20
Summer School.....	37
Summer School Teachers	37
Supervision Duties	58
Teacher Assignment - In School.....	66
Teacher Assistants	21
Teacher Exchange Within the District.....	70
Teacher in Charge	38
Teacher on Call	
Appointments	48
Pay and Benefits.....	24
Recognition of Experience	36
Seniority	41
Technological Change	59, 60
Temporary Teachers	47
Term, Continuation and Renegotiation.....	9
Transfers Initiated by the Board	69
Violence	72
Work Year.....	57
Workers' Compensation Leave	78
Working Conditions.....	54