

WORKING DOCUMENT

PROVINCIAL AND LOCAL MATTERS AGREEMENT

- BETWEEN -

BOARD OF SCHOOL TRUSTEES OF

SCHOOL DISTRICT No. 50

(Haida Gwaii / Queen Charlotte)

and

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

QUEEN CHARLOTTE DISTRICT TEACHERS' ASSOCIATION

a local of BRITISH COLUMBIA TEACHERS' FEDERATION

Effective July 1, 2006 to June 30, 2011

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

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BETWEEN THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 50 (Haida Gwaii / Queen Charlotte) a corporate body established pursuant to Section 85 of the *School Act, R.S.B.C. 1996, c. 412* with amendments, (hereinafter referred to as “the Board”)

AND THE QUEEN CHARLOTTE DISTRICT TEACHERS’ ASSOCIATION, a local of the British Columbia Teachers’ Federation, a trade union pursuant to the *Labour Relations Code R.S.B.C. 1996, c. 244 with amendments*, (hereinafter referred to as “the Union”)

NOW THEREFORE WITNESSETH that the parties agree and covenant as hereinafter set forth:

PREAMBLE

1. The parties recognize and support the purposes of this Collective 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 Union;
 - c. to encourage cooperation in providing efficient quality education to the pupils in the District, and;
 - d. to set forth mechanisms for the expeditious settlement of disputes which may arise from time to time as to the application or interpretation of this Collective Agreement.
2. This Collective 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 the *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 and any Regulations made thereunder, those Acts and Regulations shall prevail.
3. Terms used in this Collective Agreement defined in those Acts shall have the meanings defined in those Acts.
4. Application to Contract

All of the provisions of this Collective Agreement shall apply to all teachers employed by the Board on a full-time or part-time basis unless specifically stated otherwise in a particular Article.

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 School District No. 50 (Haida Gwaii / Queen Charlotte) recognizes the Queen Charlotte District Teachers' Association as the teachers' union for the negotiation in the district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in the district subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

ARTICLE A.3 MEMBERSHIP REQUIREMENT

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

[LOCAL PROVISIONS]

10. Expedited Arbitration

- a. Any grievance that has not been resolved prior to arbitration may be referred to expedited arbitration by the party originating the grievance pursuant to A.6.6 and A.6.7 above.
- b. All grievances except the following may be referred by the party originating the grievance to expedited arbitration:
 - i. dismissals
 - ii. suspensions in excess of twenty (20) days
 - iii. policy or general grievances
- c. By mutual agreement a grievance falling into the categories in A.6.10.b may be referred to expedited arbitration.
- d. A single arbitrator shall be selected by mutual agreement. Should the parties be unable to agree on an arbitrator, the Collective Agreement Arbitration Bureau shall be requested to name an arbitrator.
- e. Within ten (10) teaching days of the grievance being referred to expedited arbitration, the arbitrator shall hear the grievance and shall render a decision within five (5) days.

- f. No written reasons for the decision shall be provided beyond that which the arbitrator deem appropriate to convey a decision unless either party requests a detailed written decision. Expedited arbitration decisions shall be of no precedential value and shall not thereafter be referred to by the parties in respect to any other matter unless a detailed written decision has been given.
- g. The parties agree to share equally the costs of the fees and expenses of the arbitrator, and shall be responsible for all expenses incurred by their own side.

ARTICLE A.7 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

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

ARTICLE A.8 LEGISLATIVE CHANGE

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

4. The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

[LOCAL ARTICLES]

ARTICLE A.20 MANAGEMENT RIGHTS

The Union recognizes the responsibility and the right of the Board to manage and operate the School District in accordance with its responsibilities and commitments. The right to assign duties and to manage and direct employees in a fair, reasonable and non-discriminatory manner is vested exclusively in the Board except as otherwise specifically provided for in this Collective Agreement or applicable legislation.

ARTICLE A.21 UNION SECURITY

1. Exclusions from the Bargaining Unit

Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.

- a. The Board shall notify the President of the Union of all new positions requiring a teaching certificate (including Principal / Vice Principal positions as defined by the *School Act*), offered in the District, and submit to the President a written job description of the new position(s). It is agreed that such notice does not constitute posting of the position(s).
- b. Newly created positions requiring a teaching certificate (excluding Principal / Vice Principal positions, as defined by the *School Act*), shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties.

2. No Contracting Out

The employer shall not contract out work of a type and kind normally performed by members of the union.

ARTICLE A.22 UNION RIGHTS

1. Access to Information

- a. The Board agrees to furnish to the Union as soon as it is practical the following information:

- i. audited financial reports, Board budgets as presented at public meetings, preliminary and final fiscal frameworks, and statements of final determination;
 - ii. professional employee information including a list of employees showing the name, category, experience, and staff assignment, mailing addresses and phone numbers, together with an annual list of accumulated sick leave which shall remain confidential. A seniority list is provided under Article C.2 Seniority;
 - iii. notification of appointments, reassignments, transfers, resignations, retirements, and employee deaths;
 - iv. notification of available teaching positions at the time of publication;
 - v. notification of suspensions, terminations, and less than satisfactory reports as they occur;
 - vi. agendas and minutes of all public Board meetings, and relevant attachments thereto distributed to the Board, at least twenty-four (24) hours prior to the meeting.
- b. In addition, the Board may provide other information the Union requires to fulfill its role as local representative.

2. Access to Internal Mail

The Union shall have access to the District mail service and employee mail boxes, free of charge, for communication to bargaining unit members. The Board shall endeavor to provide weekly service to the schools.

3. Access to Worksite and Use of Facilities

- a. Representatives of the Union shall be permitted to transact official Union business on school property and utilize District facilities.
- b. The Union shall be permitted to use school facilities and equipment for meetings and other Union activities.
- c. Requests for use of facilities shall be in accordance with Board Policies and Procedures, and all expenses incurred shall be charged to the Union at cost.
- d. The Union shall have the right to post notices of activities and matters of Union concern on staff bulletin boards.

4. Picket Line Protection

All teachers covered under the Collective Agreement shall have the right to refuse to cross or work behind a duly constituted picket line. Failure to report for duty for this reason shall be considered as absence without pay.

- a. Refusal to cross a picket line encountered in carrying out Board business shall not be considered a violation of the Collective Agreement nor shall it be grounds for disciplinary action by the Board.
- b. For the purpose of A.22.4, a picket line shall be considered legal until declared otherwise by the BC Labour Relations Board or the courts.

5. Release Time for Contract Negotiation

Bargaining Leave with pay shall be provided for up to five (5) members of the Union Bargaining Committee to conduct contract negotiations. The first order of business for the bargaining committee shall be the completion of a Protocol Agreement.

6. Right to Attend and Convene Meetings

School staff representatives (or his/her designate), elected or appointed in accordance with Union procedures shall have the right:

- a. Outside of instructional hours, to convene meetings in the school to conduct Union business;
- b. Outside of instructional hours, to be present at a Step 1 Grievance meeting between a Principal / Vice Principal and a teacher in the school or District;
- c. Subject to the safety and educational welfare of students to be relieved of instructional duties in order to participate in a grievance, arbitration, or any other meeting with Board representatives when required to be present.

Adequate notice shall be given to the Superintendent of Schools or designate when it is necessary for the representative to leave the classroom for periods that would require a replacement.

7. Right to Representation

Whenever a Principal or supervising officer requests a teacher to attend a meeting for the declared purpose of discipline, the teacher and/or the administrator may be represented at the meeting by a person of his or her choice.

ARTICLE A.23 TEACHER SUPPORT STAFF

1. Teacher Support Staff hired to assist teachers in carrying out their responsibilities and duties shall be under the direct supervision of teachers and the general supervision of a Principal / Vice Principal.
2. Formal evaluations of Teacher Support Staff are the responsibility of the Principal but directing teachers shall, upon request, provide information to the Principal to assist in writing such evaluations.
3. Teacher Support Staff shall not assume the instructional responsibility for designing the educational programs for students, or for the evaluation of students.
4. When the classroom teacher is absent from the classroom, Teacher Support Staff may continue instructional assistance as specified by the teacher.
5. Teacher Support Staff shall not be used to replace qualified teachers except when employed as substitute teachers.
6. When schedules do not allow adequate time for the teacher to confer with the assigned Teacher Support Staff, the teacher may request time during instructional hours for that purpose.

ARTICLE A.24 GENERAL PROVISIONS

1. College Fees

The Board shall distribute dues deduction forms to all teachers employed in the District. The Board shall honor the deduction forms signed by teachers and remit the appropriate fee required for membership in the B.C. College of Teachers established under the *Teaching Profession Act*.

2. Copy of Collective Agreement

The Board and Union desire every teacher to be familiar with the provisions of this Collective Agreement and his/her rights and obligations under it. For this reason, the Board will provide every teacher covered by this Collective Agreement with a copy of this Collective Agreement within fifteen (15) days following proof-reading of the Collective Agreement, as mutually agreed by the parties, after the conclusion of negotiations. Costs shall be shared 50/50.

3. Union Involvement in Board Budget Process

The Union shall have the right to make a formal presentation at a public meeting of the Board prior to the finalization of the Board's preliminary budget submission.

4. Policy Proposals Affecting Teachers

- a. Any proposed changes, additions or deletions to School Board policy shall be provided to the Union at least fourteen (14) days prior to the date of the next Board meeting.
- b. The Union will be given the opportunity to provide input within the period referred to or in any case prior to final enactment by the Board.

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. Rates of Pay

Regular teachers shall be paid according to their placement under the terms of Article B.20 on the Salary Grid included in Article B.1.

July 1, 2006 - June 30, 2007

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 43,406	\$ 47,095	\$ 49,839	\$ 50,803
1	\$ 45,169	\$ 49,273	\$ 52,161	\$ 53,176
2	\$ 46,933	\$ 51,451	\$ 54,484	\$ 55,550
3	\$ 48,697	\$ 53,629	\$ 56,807	\$ 57,923
4	\$ 50,461	\$ 55,808	\$ 59,129	\$ 60,296
5	\$ 52,225	\$ 57,986	\$ 61,452	\$ 62,670
6	\$ 53,989	\$ 60,164	\$ 63,774	\$ 65,043
7	\$ 55,752	\$ 62,342	\$ 66,097	\$ 67,416
8	\$ 57,516	\$ 64,520	\$ 68,419	\$ 69,789
9	\$ 59,280	\$ 66,699	\$ 70,742	\$ 72,163
10	\$ 61,044	\$ 68,877	\$ 73,065	\$ 74,536

July 1, 2007 - June 30, 2008

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 44,491	\$ 48,272	\$ 51,085	\$ 52,073
1	\$ 46,299	\$ 50,505	\$ 53,466	\$ 54,506
2	\$ 48,107	\$ 52,737	\$ 55,846	\$ 56,938
3	\$ 49,915	\$ 54,970	\$ 58,227	\$ 59,371
4	\$ 51,722	\$ 57,203	\$ 60,607	\$ 61,804
5	\$ 53,530	\$ 59,435	\$ 62,988	\$ 64,236
6	\$ 55,338	\$ 61,668	\$ 65,369	\$ 66,669
7	\$ 57,146	\$ 63,901	\$ 67,749	\$ 69,101
8	\$ 58,954	\$ 66,133	\$ 70,130	\$ 71,534
9	\$ 60,762	\$ 68,366	\$ 72,511	\$ 73,967
10	\$ 62,570	\$ 70,599	\$ 74,891	\$ 76,399

July 1, 2008 - June 30, 2009

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 45,603	\$ 49,479	\$ 52,362	\$ 53,375
1	\$ 47,456	\$ 51,767	\$ 54,802	\$ 55,868
2	\$ 49,309	\$ 54,056	\$ 57,242	\$ 58,362
3	\$ 51,162	\$ 56,344	\$ 59,682	\$ 60,855
4	\$ 53,016	\$ 58,633	\$ 62,123	\$ 63,349
5	\$ 54,869	\$ 60,921	\$ 64,563	\$ 65,842
6	\$ 56,722	\$ 63,210	\$ 67,003	\$ 68,336
7	\$ 58,575	\$ 65,498	\$ 69,443	\$ 70,829
8	\$ 60,428	\$ 67,787	\$ 71,883	\$ 73,322
9	\$ 62,281	\$ 70,075	\$ 74,323	\$ 75,816
10	\$ 66,058	\$ 74,535	\$ 79,066	\$ 80,659
Benefit From Letter of Understanding No. 12 – Teacher Supply and Demand Initiatives:				
2.5% increase:	\$ 64,134	\$ 72,364	\$ 76,763	\$ 78,309
3.0% per LOU NO. 12:	3.00%	3.00%	3.00%	3.00%
Step 10 at July 1, 2008:	\$ 66,058	\$ 74,535	\$ 79,066	\$ 80,659

July 1, 2009 - June 30, 2010

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 46,743	\$ 50,716	\$ 53,671	\$ 54,709
1	\$ 48,643	\$ 53,061	\$ 56,172	\$ 57,265
2	\$ 50,542	\$ 55,407	\$ 58,673	\$ 59,821
3	\$ 52,441	\$ 57,753	\$ 61,175	\$ 62,377
4	\$ 54,341	\$ 60,099	\$ 63,676	\$ 64,932
5	\$ 56,240	\$ 62,444	\$ 66,177	\$ 67,488
6	\$ 58,140	\$ 64,790	\$ 68,678	\$ 70,044
7	\$ 60,039	\$ 67,136	\$ 71,179	\$ 72,600
8	\$ 61,939	\$ 69,481	\$ 73,680	\$ 75,156
9	\$ 63,838	\$ 71,827	\$ 76,181	\$ 77,711
10	\$ 67,710	\$ 76,398	\$ 81,043	\$ 82,675

July 1, 2010 - June 30, 2011

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 47,678	\$ 51,730	\$ 54,744	\$ 55,804
1	\$ 49,615	\$ 54,123	\$ 57,296	\$ 58,410
2	\$ 51,553	\$ 56,515	\$ 59,847	\$ 61,017
3	\$ 53,490	\$ 58,908	\$ 62,398	\$ 63,624
4	\$ 55,428	\$ 61,301	\$ 64,949	\$ 66,231
5	\$ 57,365	\$ 63,693	\$ 67,500	\$ 68,838
6	\$ 59,303	\$ 66,086	\$ 70,052	\$ 71,445
7	\$ 61,240	\$ 68,478	\$ 72,603	\$ 74,052
8	\$ 63,177	\$ 70,871	\$ 75,154	\$ 76,659
9	\$ 65,115	\$ 73,264	\$ 77,705	\$ 79,266
10	\$ 69,064	\$ 77,926	\$ 82,664	\$ 84,329

6. Part Month Payments and Deductions

- a. The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the teacher.
- b. A teacher shall be paid 1/10 of current annual salary in respect of each month in which the teacher works all prescribed school days that month.
- c. For purposes of B.1.6.b, any prescribed day on which the teacher is on authorized leave of absence shall be deemed to be a day of work and deductions, if applicable, which are authorized by this Collective Agreement and/or statutes in respect of such leave of absence shall be made from the monthly payment required in that Article.
- d. In the event that a teacher commences work on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment for that month shall be:
 - i. for teachers leaving employment with the Board, 1/20 of regular monthly salary for each day taught;
 - ii. for teachers entering employment with the Board, full regular monthly salary less 1/20 of the salary for each day not taught.

7. Application to Part-Time Teachers

- a. A regular part-time teacher is to be paid for that actual portion of time taught, on a pro-rata basis of the salary paid to a regular full-time teacher, based on the qualifications as set out in B.20.1 and experience as set out in B.20.2.
- b. Benefits applicable are to be on a pro-rata sharing except as otherwise provided for by this Collective Agreement.

ARTICLE B.2 TEACHER ON CALL PAY AND BENEFITS

- 1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
- 2. For the purposes of Employment Insurance, the employer shall report for a teacher on call, the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
- 3. A teacher on call shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee he/she is replacing is entitled to claim.
- 4. Teachers on call shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
- 5. Teachers on call shall be paid an additional compensation of \$3 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$1.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
- 6. Rate of Pay:
 - a. Employees who are employed as teachers on call shall be paid the rate specified below for each full day worked for the first three (3) days. Any provision in the Previous Collective Agreement which provides a superior daily rate shall remain part of the Collective Agreement.
 - i. Effective July 1, 2006 \$194.75
 - ii. Effective July 1, 2007 \$199.60
 - iii. Effective July 1, 2008 \$204.60
 - iv. Effective July 1, 2009 \$209.70
 - v. Effective July 1, 2010 \$213.90

- b. On the fourth consecutive and subsequent consecutive days worked in an assignment or assignments, a teacher on call shall be paid 1/189 of his/her category classification and experience or at Category 4 Step 0, which ever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day worked.

[LOCAL PROVISIONS]

7. Long-Term Certified

When a Teacher on Call completes twenty (20) days continuous teaching in the same assignment he/she shall receive 1/10 of the scale placement salary from the first day of the assignment and shall earn 1.5 sick days for each twenty (20) teaching days. These sick days are cumulative and may be used during any long-term assignment of continuous teaching days.

8. Proof of Certification and Experience

All Teachers on Call are required to present proof of certification and years of experience to the Superintendent of Schools under the terms of Article B.20 Salary Grid Placement on initial placement on the list of Teachers on Call.

9. Call-Out

- a. Certified teachers shall be given first call for substitute assignments.
- b. 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.
- c. A Teacher on Call assigned to a school for a fraction of a day and not utilized, or utilized for only a portion of that assignment shall be paid for the entire fraction originally assigned.
 - i. A full morning assignment shall be considered a sixty percent (60%) assignment.
 - ii. An afternoon only assignment shall be considered to be a forty percent 40% assignment.
 - iii. A partial morning only assignment to cover absence of a part-time teacher shall be considered to be the same fraction as the assignment of the teacher replaced, but shall not be less than forty percent (40%) nor more than sixty percent (60%).
 - iv. A combined partial morning and afternoon assignment to cover absence of a part-time teacher shall be considered to be the same fraction as the assignment of the teacher replaced, but shall not be less than the greater of fifty percent (50%) or ten percent (10%) plus the actual percentage of class or prep time assigned on that day.

- d. Teachers on Call assigned partial assignments shall not be required to be in attendance beyond the periods assigned, except as reasonably required for preparation or cleanup. By mutual agreement, the assignment may be extended to cover urgent circumstances.

10. Continuous Assignment

- a. A Teacher on Call's days of service shall not be considered broken by a non-instructional day.
- b. A non-instructional day does not count towards days of service unless the Teacher on Call is required by the Principal to be in attendance.

11. Pay Periods

The Board shall pay each Teacher on Call all wages earned in the pay period immediately following that pay period in which the record of employment was received.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

[PCA Article B.3 is not applicable in School District No. 50 (Haida Gwaii / Queen Charlotte).]

ARTICLE B.4 EI REBATE

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

ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN

1. In this Article:
 - a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
 - b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.

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

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

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

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

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

ARTICLE B.9 PAY PERIODS

[PCA Article B.9.1 through B.9.3 is not applicable in SD. No. 50 (Haida Gwaii / Queen Charlotte) See Article B.9.4 below.]

[LOCAL PROVISIONS]

4. Pay Periods

Teachers shall be paid in ten (10) monthly installments.

- a. Except in December, a mid-month advance of approximately forty-five percent (45%) of net salary shall be paid on the last banking day preceding the 16th of the month.
- b. Except in December, the month end payment will be made on the last teaching day in the month.
- c. In December, a single payment will be made on the last banking day preceding the 16th of the month.

[See also Article B.8 Optional Twelve-Month Pay Plan]

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.

4. **[PCA Article B.10.4.a through B.10.4.f is not applicable in School District No. 50 (Haida Gwaii / Queen Charlotte).]**

- g. School Districts No. 50, 72 and 85

The Board agrees to reimburse non-resident employees working in a community to which they are involuntarily transferred after July 1, 2006, or assigned as a result of the layoff/recall process after July 1, 2006. Reimbursement will be for the standard fares associated with ferry travel required due to such an involuntary transfer or assignment as described above. Reimbursement will be based upon production of receipts. Employees who worked in a community other than the one in which they resided prior to such assignment and/or transfer are not eligible for reimbursements.

School District No. 50

Effective September 1, 2008, and without prejudice to any other situation in the District, the Board agrees to reimburse C. Baran for ferry travel associated with her assignment in Skidegate while she resides outside the community and remains in her current assignment. Reimbursement will be for the standard fares associated with ferry travel required. Reimbursement will be based upon production of receipts.

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. Benefits Administration

- a. Sign-Up

The Board shall provide each teacher with 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.

- b. Information on Benefits

The Board shall advise teachers by letter at appropriate intervals of those benefit plans available to teachers, the cost of those plans, and of those plans in which the teacher is enrolled.

c. Assistance in Claiming Benefits

The Board shall assist teachers in obtaining required benefits from the various benefit plans.

d. Pension Plan Election

The Board shall advise all eligible teachers that they are automatically enrolled in the Teachers' Pension Plan.

3. Benefits Coverage

a. Medical Insurance

The Board shall pay ninety-five (95%) of the premium cost of the Medical Services plan of B.C. for each full-time and part-time teacher employed by the Board.

b. Extended Health

The Board shall pay fifty (50%) of the premium cost of a mutually agreed upon Extended Health Care Plan for each full-time and part-time teacher employed by the Board. The plan will currently include the following:

- i. prescription drugs at \$25 deductible and eighty percent (80%) reimbursement of balance
- ii. vision care at \$200 per two (2) year period
- iii. supplemental travel rider payable at one hundred percent (100%) reimbursement for the following Medical Travel Expenses:
 - (1) Transportation for a member and/or dependents by scheduled air, rail, ferry or bus to and from the nearest locale equipped to provide the treatment required, when ordered by the attending physician and surgeon because, in his/her opinion, adequate treatment is not available locally. Said transportation must be within two (2) months of referral and will not be provided to points beyond Vancouver, B.C.
 - (2) Transportation of an attendant for the patient being transported under B.11.3.b.iii.1 above, when ordered by the attending physician and surgeon.
 - (3) Accommodation in a commercial facility for the patient only, before and after medical treatment to a maximum of \$45/day for a total of seven days. Accommodation is not provided for the attendant.

c. Dental Plan

i. The Board shall pay one hundred percent (100%) of the premium cost of a Dental Care plan for each full-time and part-time teacher employed by the Board. The Board shall retain the right to select or change the underwriters, provided that there is no reduction in the benefits for the teacher. The plan will include the following coverage:

- (1) 100% of Plan "A" basic service
- (2) 60% of Plan "B" prosthetic appliance, crown and bridge
- (3) 50% of Plan "C" orthodontics (no limit)

ii. Membership in the Dental Plan shall be compulsory for all teachers except for those teachers who have proof of participation in an alternate Plan.

d. Group Life Insurance

The Board shall pay ninety-five percent (95%) of the premiums of the BCTF/BCSTA Group Insurance Plan "B" for each full-time and part-time teacher employed by the Board. Membership in this Insurance Plan shall be compulsory for all teachers.

e. Additional Coverage

The Board shall administer the following Plans, deduct monthly contributions and submit payments to the carrier with the provision that eligible members participating in the Plans shall pay the full costs of the premiums:

- i. BCTF Optional Term Life Insurance Plan
- ii. BCTF Salary Indemnity Plan (SIP)

f. Continuation of Benefits

Where a teacher is on medical leave of absence, following the termination of sick leave, as outlined in Article G.20 Sick Leave, the teacher will be entitled to continue all benefits at the teacher's expense, during the period the teacher is in receipt of BCTF Salary Indemnity Plan (Short Term) benefits and, where necessary, a further period of one calendar year where the teacher is in receipt of benefits from the BCTF Salary Indemnity Plan (Long Term) for each of the plans the teacher was a participant in at the time the absence began.

g. Maternity Supplemental Employment Benefits (SEB) PLAN [EI]

[See also Article G.21 Maternity Leave]

The Board and the Union agree to enter into a SEB Plan whereby a teacher who has been in the service of the Board for two (2) consecutive years may apply to receive ninety-five percent (95%) of her wages for the two week waiting period before collecting EI Maternity Benefits.

h. Death Benefits

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

ii. The Board shall continue to provide the medical, extended health and dental benefits to the dependents of the deceased teacher for a period of two (2) months after the death of the teacher. The dependents shall be notified in writing of the terms of this provision when severance and other benefits are paid.

ARTICLE B.12 CATEGORY 5+

1. Eligibility for Category 5+

a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;

i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.

ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.

iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.

b. Post undergraduate diplomas agreed to by the TQS; or

c. Other courses or training recognized by the TQS.

2. Criteria for Category 5+

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

3. Salary Rate Calculation

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

4. Application for Category 5+

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

Transition Process

Note 1:

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

Note 2:

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

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

[LOCAL ARTICLES]

ARTICLE B.20 SALARY GRID PLACEMENT

1. Grid Placement: Teacher Category

Classification of teachers on the salary schedule, except as provided elsewhere in the Collective Agreement, shall be:

- a. For teachers already classified by the Ministry of Education according to the classification so established which shall relate to the Teacher Qualification Service categories as follows:

The Equivalent Teacher Qualification Service categories shall be Category 4(SC/PC); Category 5 (SB/PB); Category 5+; Category 6 (SA/PA).

- b. For all other teachers according to their category by the Teacher Qualification Service Board.

2. Grid Placement: Experience

- a. Recognition of Experience

- i. All teaching experience in government inspected schools shall be recognized and credited for placement on the salary schedule.
- ii. Evidence of experience must be provided to the Secretary Treasurer.
- iii. Adjustments to pay, namely increments, will commence on the first pay period of the month following proof of experience and shall be retroactive to the first full month for which the credit would have applied in the current or previous school year.

- b. Definition of Experience Credit

A teacher shall be allowed credit for:

- i. Experience teaching in the British Columbia public school system;
- ii. Experience teaching or appropriate administrative service with the Ministry of Education;
- iii. Experience teaching or appropriate administrative service as a certified teacher as a member of a faculty of education recognized by the Ministry of Education for certification purposes;

- iv. Teaching or appropriate administrative service in school systems of other jurisdictions where the Superintendent of Schools deems the service to be equivalent to that of employment in the public school system;
 - v. Absence while on sick leave, extended sick leave (not including Salary Indemnity Plan), and regular maternity leave;
 - vi. Full-time service as a certified teacher on Leave of Absence from a school district to the local Association or the British Columbia Teachers' Federation. Similar part-time service shall be credited as for part-time teaching.
- c. Calculation of Experience Credit
- The method of calculation shall be:
- i. Ten (10) months of full-time employment or its equivalent, during a school or calendar year.
 - ii. Periods of part-time teaching, long-term Teacher on Call and short-term appointments may be added together for accumulation of years of experience credit, a year being the equivalent of two hundred (200) school days experience during three (3) years of teaching.
 - iii. Experience credit is not interrupted by school closure, non-instructional days, strike or lock-out.
 - iv. Experience credit may be granted by the Superintendent of Schools where a teacher has earned work experience in a specialized area acceptable to the Board.

3. Grid Placement: Procedure

a. Method of Determination

Placement on the salary grid shall be determined in accordance with the category assigned by the Teacher Qualification Service, subject to B.20.1 and in accordance with years of experience as determined by B.20.2.

b. Documentation by Teacher

- i. At the time of appointment or initial placement on the Teacher on Call list, the Board shall advise the teacher, in writing, of the documentation required to establish initial scale placement, the requirement to advise the Board if any delay is expected in meeting the deadlines and the procedures for re-designation and appeal of any decision with respect to scale placement.

- ii. Each teacher shall submit all documentation required by the Board to establish salary placement.
 - (1) Such documentation shall be submitted within three (3) months of commencement of employment or initial placement on the Teacher on Call list, or change in categorization or certification.
 - (2) The teacher shall be responsible for advising the Board, in writing, if delays which occur in obtaining the documentation necessitate an extension of the time limits.
 - (3) Until such documents are delivered, the teacher placed on the salary grid shall be paid at Category 4 at recognized years of experience but shall receive full pay retroactively on proof of eligibility. Otherwise pay shall be adjusted commencing on the next pay period.
- iii. The Board shall not refuse a request for extension of the time limits in extenuating circumstances. The Board shall advise the teacher in writing when any documentation has not been received and shall pursue the matter with the teacher.

c. Notification of Placement

The Board shall notify the teacher, in writing, of the category and experience placement that has been assigned.

d. Appeal Procedure

In the event that a teacher wishes to appeal his/her placement on the salary scale, for category and/or experience, the teacher must apply in writing to the Superintendent of Schools 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 Article A.6 will apply.

e. No Cuts in Salary

No teacher shall suffer a reduction in salary or benefits, exclusive of allowances, solely as a result of implementation of this Collective Agreement.

f. Recovery of Overpayment

Where the Board has overpaid a teacher, the amount recovered shall apply only to overpayments in the current or previous year. The Board shall offer reasonable arrangements for repayment.

ARTICLE B.21 ALLOWANCES FOR EXPENSES

1. Professional Development Allowance

The Board shall pay an allowance for Professional Development into the Professional Development Fund in ten (10) monthly installments as established in Article **F.22**.

2. Moving/Relocation Allowance

A teacher transferred within the District at the Board's request, and where such transfer necessitates a move, shall be moved to the new teaching position at the Board's expense.

- a. The teacher and the Board shall jointly arrange the details of the move, to be completed at no financial loss to the teacher.
- b. Allowable costs include moving personal and household effects, and travel for the teacher and his/her immediate family. Travel costs include mileage and/or air travel costs, food and lodging. The costs will be reimbursed upon presentation of proof of payment to the Board.

3. Off-Island Travel Allowance

The Board shall pay an Off-Island Travel Allowance, per month, pro-rated for part-time teachers, as follows:

July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
\$ 78.41	\$ 80.37	\$ 82.38	\$ 84.44	\$ 86.13

ARTICLE B.22 ALLOWANCES FOR POSITIONS OF SPECIAL RESPONSIBILITY

1. Appointments

All teachers shall be given the opportunity to apply for positions of special responsibility.

2. Teacher in Charge

A teacher in charge may be appointed in a school by the school Principal, subject to the approval of the Superintendent of Schools.

- a. The teacher shall receive a monthly allowance as follows:

July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
\$ 181.92	\$ 186.46	\$ 191.13	\$ 195.90	\$ 199.82

- b. A Teacher on Call shall be provided as the need is identified by the Principal in consultation with the teacher-in-charge.

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

[LOCAL PROVISIONS]

7. Seniority Determination

The Board and the Union agree that increased length of service in the employment of the Board entitles employees to commensurate increase in security of teaching employment.

- a. In Article C.2 and C.3 "seniority" means a teacher's length of continuous present teaching service in the employment of the Board, inclusive of part-time teaching, temporary service, and long-term substituting pursuant to B.2.7 Teacher on Call Pay and Benefits.
- b. In addition to the provisions of C.2.7.a, the seniority for a teacher on a continuing contract shall include:
 - i. Teacher on call seniority accumulated pursuant to PCA Article C.2.3; and
 - ii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall a teacher be credited with more than one (1) year of seniority for any school year.
- c. When the seniority of two or more teachers is equal pursuant to C.2.7.a and C.2.7.b, the teacher with the greatest aggregate teaching employment with the Board, inclusive of temporary service, shall be deemed to have the greatest seniority.
- d. When the seniority of two or more teachers is equal pursuant to C.2.7.c, the teacher with the greatest number of days as a long-term Teacher on Call with the

Board since September 1, 1988, and prior to appointment shall be deemed to have the greatest seniority.

- e. When the seniority of two or more teachers is equal pursuant to C.2.7.d, the teacher with the earliest date on the Superintendent of Schools' appointment memorandum for the present continuous service shall be deemed to have the greatest seniority.
- f. For the purpose of this Collective Agreement, leaves of absence in excess of one (1) month for the following reasons only shall count toward length of service with the Board:
 - i. leave for duties with the Union or the British Columbia Teachers' Federation, the BC College of Teachers, the Canadian Teachers' Federation;
 - ii. secondment to the Ministry of Education, a Faculty of Education or pursuant to a recognized teacher exchange program;
 - iii. leave for teaching with the Department of National Defense or Canadian Universities Services overseas;
 - iv. compassionate care leave pursuant to PCA Article G.2.
- g. Continuity of service shall not be broken by an approved leave or by termination and re-engagement pursuant to this Collective Agreement.
- h. Seniority List

The Board shall by September 15th of each year, forward to the President of the QCDDTA a list of all teachers employed by the Board, in order of seniority calculated according to Article C.2, setting out the length of seniority as of the first school day of that year. The Union will review the list with its members and any errors in the list shall be brought to the attention of the Superintendent of Schools on or before November 15th by the Union. The list will be updated in January.

[LOCAL ARTICLES]

ARTICLE C.3 LAYOFF, RECALL, AND SEVERANCE

1. Layoff Procedure

When the Board finds it necessary for bona fide educational or budgetary reasons 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.

- a. The Board shall give each teacher it intends to terminate pursuant to this Collective Agreement, sixty (60) days' notice in writing, such notice to be effective at the end of a school term and to contain the reason for the layoff.
- b. A list of positions held by less senior teachers shall be included with the layoff notice, such list shall be sent to the Union.

2. Teacher's Right of Recall

When a position on the teaching staff of the District becomes available, the Board shall notwithstanding any other provision of this Collective Agreement except C.3.2.c, first offer re-engagement to the teacher who has the most seniority among those terminated pursuant to this Collective Agreement, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been terminated pursuant to this Collective Agreement.

- a. A teacher who is offered re-engagement shall inform the Board as to whether or not the offer is accepted within seventy-two (72) hours of the receipt of such an offer.
- b. The Board shall allow ten (10) days from an acceptance of an offer under C.3.2.a for the teacher to commence teaching duties; provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed, but not to exceed thirty (30) days.
- c. A teacher's right to recall under Article C.3 is lost:
 - i. if the teacher elects to receive severance pay; or
 - ii. if the teacher refuses to accept two (2) positions for which he/she possesses the necessary qualifications; or
 - iii. twenty-one (21) months elapse from the date of termination under this Collective Agreement and the teacher has not been re-engaged.
- d. A teacher on the recall list is responsible for keeping the Superintendent of Schools informed of changes of name, address and phone number.
- e. Upon recall in a temporary position a teacher shall retain his/her recall status even though the recall assignment may be for a specific term. This permits the Board to employ a teacher on the recall list on temporary assignments "without jeopardizing" the teacher's right to recall otherwise retained in this Collective Agreement.

f. The Board shall maintain a recall list, published in September and updated in January. Copies of that list will be sent to each person on that list and the Union at least once during the fall and once during the spring term of each year.

g. Sick Leave

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

h. Benefits

A teacher who retains rights of recall shall be entitled, if otherwise eligible, to maintain participation in all benefits provided for in this Collective Agreement, in effect at the time. Payment of the full cost of such benefits will be made by the Board on behalf of the teacher for any remaining portion of benefits already collected by the Board and thereafter by the teacher.

3. Severance Pay

A teacher who is terminated, save and except a teacher who is terminated under or dismissed pursuant to Section 92 of the *School Act* or pursuant to Article C.21 Suspension/Dismissal/Discipline, may elect to receive severance pay as set out in Article C.3.

a. Severance pay shall be calculated at the rate of five percent (5%) of one (1) year's salary for each year of service with this Board or portion thereof to a maximum of one year's salary. The salary on which severance pay is calculated shall be based on the teacher's salary at the time of his/her termination.

b. The teacher may elect within twenty-one (21) months of termination to receive severance pay in one (1) lump sum within thirty (30) days of election.

c. A teacher who receives severance pay pursuant to this Collective Agreement and who, notwithstanding C.3.2, is subsequently re-hired by the Board, shall retain any payment made under the terms of Article C.2 and C.3 and in such case for purposes only of C.3.2.a the calculation of years of service shall commence with the date of such re-hiring.

ARTICLE C.20 EMPLOYMENT STATUS

1. Continuing Appointments

All teachers appointed by the Board to the teaching staff of the District shall be appointed on a continuing contract of employment, except for:

a. Temporary

Temporary appointments may be granted, for a period not to exceed one (1) year to fill positions.

i. Created by leaves of absence; or

ii. After September 30 in any school year.

b. Teachers on Call

ARTICLE C.21 SUSPENSION / DISMISSAL / DISCIPLINE

1. Misconduct (Suspension / Dismissal / Discipline)

a. The Board may not dismiss or take disciplinary action save and except for just and reasonable cause.

b. Procedures regarding dismissal for less than satisfactory performance are addressed in C.21.2.

c. Where a teacher is under investigation by the Board for any cause, the teacher and the Union shall be advised in writing of that fact and of the particulars of any allegations immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified at the earliest reasonable time and before any action is taken by the Board, and the teacher shall be advised of the right to be accompanied by a representative of the Union at any interview or meeting in conjunction with such investigation or discipline.

d. The parties shall not release to the media or the public, information in respect of the suspension or dismissal of a teacher except as agreed by both parties or except by joint release agreed upon by both parties.

e. The Board shall neither suspend (other than a suspension to which Section 15 of the *School Act* applies) nor dismiss any person bound by this Collective Agreement unless it has, prior to considering such action, held a meeting of the Board with the teacher entitled to be present, in respect of which:

- i. the teacher and the Union shall be given seventy-two (72) hours notice of the hearing and a written statement of the grounds for the contemplated action including all available documentation;
 - ii. twenty-four (24) hours prior to the hearing, both parties exchange all documents that will be considered at the hearing;
 - iii. the Union on behalf of the teacher may file a written reply to the allegations prior to the meeting;
 - iv. at such meeting the teacher shall be accompanied by a representative and/or advocate appointed by the Union and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board, to call witnesses on behalf of the teacher, and to ask questions of clarification, or procedure and information;
 - v. in the case of suspension, the meeting referred to herein may be waived by mutual agreement.
- f. Differences respecting dismissal and disciplinary action shall be subject to the Grievance Procedure in A.6.4 (Step 3) or may be referred directly to arbitration A.6.7 (Referral to Arbitration: Provincial Matters).
 - g. A teacher will receive written reasons for any formal discipline at the earliest possible time, and such reasons will contain a statement of the grounds for discipline.
 - h. Provided the conduct of a teacher subsequent to the decision to discipline does not give rise to the need for further discipline, the Board agrees that the statement of the grounds for discipline, and related information, shall be the material relied upon during the arbitration process.

2. Dismissal Based on Performance

- a. The Board shall not dismiss a teacher except where the Board has received three (3) consecutive reports pursuant to Evaluation Procedures, established in Article E.23 Evaluation of Teachers, indicating that the learning situation in the class or classes of the teacher is less than satisfactory. The reports shall have been issued in a period of not less than eight (8) or more than twenty-four (24) months;
- b. The Board shall not dismiss a beginning first year teacher except where the Board has received two (2) consecutive reports pursuant to Evaluation Procedures, established in Article E.23 Evaluation of Teachers indicating that the learning situation in the class or classes of the teacher is less than satisfactory. The reports shall be issued in a period of not less than six (6) or more than eight (8) months;

- c. The reports referred to in C.21.2.a and C.21.2.b shall be prepared in accordance with the process established in Article E.23 Evaluation of Teachers, and in accordance with the following conditions:
 - i. at least one of the reports shall be a report of a Superintendent of Schools, a Director of Instruction, or an Assistant Superintendent of Schools;
 - ii. the other two reports shall include only reports of:
 - (1) a Superintendent of Schools or an Assistant Superintendent of Schools,
 - (2) a Director of Instruction, or
 - (3) the Principal of a school to which the teacher is assigned;
 - (4) the reports shall be written by at least two (2) different evaluators;
 - iii. if two (2) reports are by the same person then these reports shall be written no less than six (6) months apart;
 - iv. evaluators may discuss the work of a teacher and decide jointly what steps should be taken to correct any weaknesses observed, but formal reports shall be written independently.
- d. Where a teacher receives a less than satisfactory report, the teacher may:
 - i. request a transfer in which case the Board shall make all reasonable efforts to arrange the transfer of the teacher to a mutually agreeable assignment or school; or
 - ii. request and 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 shall be undertaken not less than three (3) months nor more than six (6) months after the teacher has returned to teaching duties.
- e. Where the Board intends to dismiss a teacher on grounds of less than satisfactory teaching situation, it shall, no later than two (2) calendar months prior to the end of a school term, notify the teacher and the President of the Union of such intention and provide an opportunity for the teacher and her/his representative to meet with the Superintendent of Schools and the Board within fourteen (14) days of such notice.
- f. Where, subsequent to such meeting, the Board decides to dismiss a teacher pursuant to C.21.2 it shall issue notice of dismissal at least one (1) month prior to the end of a school term, to be effective at the end of that school term, setting out the grounds for such action.

- g. Where the Board takes any action against a teacher pursuant to C.21.2 a grievance in respect of such action shall, notwithstanding the Grievance Procedure, be referred to an arbitration board comprised of a representative of the Board, a representative of the Union, and a chairperson chosen by the representatives of the parties. When a matter is referred to arbitration under Article C.21, the Union shall name its representative. The Board shall notify the Union of its representative within seven (7) days of receiving such notification, and the representatives shall agree upon a chairperson within fourteen (14) days of the Union being notified of the Board representative. In all other respects the Grievance Procedure shall apply. [In Article C.21.2.g the parties shall be the BCTF and BCPSEA in accordance with A.6.7]

ARTICLE C.22 PART-TIME ASSIGNMENTS

1. A teacher with a full-time appointment to the teaching staff of the district may, without prejudice to that appointment, request a part-time assignment, specifying the percentage and length of time requested.
 - a. Requests for part-time assignments shall be submitted in writing to the Superintendent of Schools by March 31.
 - b. Each part-time assignment shall be granted for a specified term of up to one (1) school year.
 - c. A teacher wishing to continue with a part-time or job-sharing assignment must re-apply under C.22.1 or he/she will return to full-time employment at the conclusion of the term of the part-time appointment.
2. When a request for part-time is granted by the Board, the teacher shall be considered to be on leave of absence with respect of the time not worked.
 - a. The teacher shall be entitled to return to a similar full-time assignment at the expiration of the part-time assignment.
 - b. The Board may permit the teacher to return to a full-time assignment at an earlier date or may extend the period of part-time teaching.
3. Two teachers employed full-time by the Board may jointly request a job-sharing assignment.
 - a. Requests for job sharing assignments shall be submitted in writing to the Superintendent of Schools by March 31.
 - b. Salary shall be pro-rated according to the percentage of time worked by each teacher.

- c. When one of the teachers agrees to work due to the temporary absence or illness of the other teacher, that teacher shall receive payment at full pro-rata scale placement for all such work;
- d. Each job sharing assignment shall be granted for a specified term of up to one (1) school year.

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

[PCA Article D.4.1 through D.4.3 is not applicable in SD. No. 50 (Haida Gwaii / Queen Charlotte). See Article D.20.4.]

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.

[LOCAL ARTICLES]

ARTICLE D.20 WORK PERIOD

1. Regular Work Year for Teachers

- a. The annual salary established for employees covered by this Collective Agreement shall be payable in respect of the teacher's regular work year.
- b. All days in session shall normally be scheduled between the first Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays and Sundays, statutory holidays, Christmas break and spring break.
- c. The days in session in the regular work year of the teacher shall include:
 - i. five (5) non-instructional days for professional development;
 - ii. at least one (1) year end administrative day.
- d. The first day of Christmas break shall be on the Monday preceding December 26.

- i. School shall reopen on the Monday following January 1;
 - ii. if January 1 is a Sunday then school shall reopen Tuesday, January 3.
- e. The first day of Spring break shall be the third Monday in March.
 - i. School shall reopen the fourth Monday in March.
 - ii. If the fourth Monday in March is Easter Monday, school shall reopen on the Tuesday following the fourth Monday in March.
- f. Any work required by the Board to be performed by teachers beyond the teacher's regular work year as specified by the school calendar shall be voluntary and paid at a daily rate of 1/200 of scale pursuant to B.1.5.
- g. No teacher shall suffer loss of pay in the event of an emergency closure of a worksite or cancellation of student attendance.
- h. No teacher shall be required to report to work or remain at work in the event of an emergency closure.

2. Hours of Work

- a. No elementary teacher shall be required to offer instruction for more than five (5) hours per day, or twenty five (25) hours per week, including preparation time.
- b. No secondary teacher shall be required to offer instruction for more than five and one quarter (5.25) hours per day, or twenty six and one quarter (26.25) hours per five (5) day week, including preparation time.
- c. Hours of work limitations shall not be triggered solely by a school staff's agreement to bank time for non-instructional days.

3. Duration of the School Day

- a. Duration of the school day in elementary school:
 - i. In elementary schools the school day for instructional purposes shall not exceed five (5) hours and thirty (30) minutes inclusive of fifteen (15) minutes for recess in the forenoon, and the total hours in the school days in any calendar week shall be twenty-five (25).
 - ii. Except in exceptional circumstances where special permission has been obtained from the Board, no elementary school shall commence instruction before 8:30 a.m., or continue it after 3:30 p.m.

- b. Duration of the school day in secondary school:
 - i. In secondary schools the school day for instructional purposes shall not exceed six (6) hours, and the total hours in the school days in any calendar week shall not be less than twenty-seven and a half (27.5) or more than thirty (30).
 - ii. Except in exceptional circumstances where special permission has been obtained from the Board, no secondary school shall commence instruction before 8:00 a.m., or continue it after 5:00 p.m.
- c. Duration of the school day limitations shall not be triggered solely by a school staff's agreement to bank time for non-instructional days.

4. Preparation Time

- a. Each full-time elementary teacher shall be entitled, on a weekly basis, to ninety (90) minutes of preparation time free from instructional and supervisory duties during the school day, exclusive of recess and lunch break.
- b. Each full-time secondary teacher shall be entitled on a weekly basis, to a minimum of one unscheduled block out of an eight block timetable (12.5%) preparation time free from instructional and supervisory duties during the school day, exclusive of recess and lunch break.
- c. A part-time teacher shall be given a pro-rata entitlement based on his/her FTE assignment to the school or, if this is not practicable, an upward adjustment of the assignment to accommodate the entitlement.
- d. The assigned time shall be scheduled in modules of not less than thirty (30) minutes.

5. Supervision Duties

- a. Supervision schedules for a school shall be set by the Principal in consultation with the staff, to ensure adequate safety.
- b. No teacher shall be required to perform school supervision duties during the school's regularly scheduled lunch break.

6. Extra-Curricular Activities

- a. Extra-curricular activities are defined as being those aspects of pupils' school life provided by teachers which are beyond the activities relating to provincially and locally established curricula.
- b. While the Board and the Union agree that extra- curricular activities are an important aspect of school programs for pupils, it is recognized that extra-curricular activities are assumed by a teacher on a voluntary basis.

- c. While voluntarily involved in extra-curricular activities, teachers shall be considered to be acting in the employ of the Board, for purposes of liability of the Board and coverage by the Board's insurance policies or the Board's self-insurance.

7. Staff Meetings

- a. Teachers shall attend staff meetings in accordance with the provisions of Article D.20 unless excused by their Principal.
- b. The Principal shall give seven (7) days notice of a staff meeting. Where seven (7) days advance notice is not given, teachers shall make every reasonable effort to attend the meeting.
- c. Staff meetings shall be held on school days according to D.20.1, Regular Work Year. Such meetings shall not be scheduled:
 - i. to commence more than one (1) hour prior to the beginning of classes;
 - ii. to conclude later than two (2) hours after the dismissal of students;
 - iii. during recess or lunch breaks.
- d. Teachers shall make a reasonable effort to attend staff meetings that fall outside the parameters of Article D.20. Teachers shall attend staff meetings held outside this time frame on a voluntary basis.
- e. Meetings shall be run according to standard rules of procedure.
 - i. An agenda of items shall be given to teachers in sufficient time to prepare for the meeting.
 - ii. Teachers may place items on the agenda for consideration.
 - iii. While other persons may be invited to provide input at staff meetings, only members of the BC College of Teachers shall vote on educational matters.
 - iv. Written minutes shall be maintained and copies shall be provided to staff within five (5) teaching days.
 - v. The school Principal / Vice Principal shall provide the staff with relevant information such as school-level budget and financial information, current and future staffing allocations, etc.

ARTICLE D.21 PROVISION OF TEACHERS ON CALL FOR TEACHERS AND ASSISTANTS

1. When a teacher is absent from a school the Board shall employ a Teacher on Call teacher whenever possible.
2. When a non-enrolling teacher requests a Teacher on Call to continue an on-going program, a suitably qualified Teacher on Call shall be provided when available.
3. A Teacher on Call may be assigned other duties during teaching hours free from instructional duties provided the absent teacher has not assigned tasks related to his/her regular assignment.
4. Whenever a Teacher Assistant is contracted to act as a teacher substitute, the Board shall endeavor to replace the missing Teacher Assistant with a casual employee.

ARTICLE D.22 SCHOOL STAFF COMMITTEES

1. If the majority of the teaching staff in the school so decide, there shall be established a recognized staff committee in that school.
2. The size and membership of such a staff committee shall be determined by the teaching staff.
3. Subject to change by a majority vote of the school staff, the staff committee may consider any issue affecting the teaching and learning conditions within the school and make recommendations for improvement in the total teaching and learning situation.
4. The school administration shall consider written recommendations put forward by the staff committee.
 - a. Should the school administration, after consideration, not act on a recommendation of the staff committee, written reasons shall be provided to the staff committee, within a reasonable period of time, with a copy to the Superintendent of Schools.

ARTICLE D.23 TECHNOLOGICAL CHANGE

1. The Technological Change provisions and procedures set out in the *BC Labour Relations Code* shall be recognized as the requirements of this subject for the term of this Collective Agreement.

ARTICLE D.24 CURRICULUM IMPLEMENTATION

1. When new curriculum is being introduced to the District by the Ministry or the Board, at the option of either the Board or the Union it shall become the responsibility of the Board and the Union to strike a joint committee that shall make recommendations to the Board and the Union.
2. The joint committee shall comprise:
 - a. a Board trustee (optional);
 - b. the Superintendent of Schools or designate;
 - c. the Union Professional Development chairperson;
 - d. two elementary school teachers;
 - e. two secondary school teachers;
 - f. a Principal / Vice Principal.
3. The Board, its officers and the Union agree to abide by the reasonable recommendations of the Joint Committee.
4. The duty of the Joint Committee is to make recommendations to the Board and Union in the following areas:
 - a. The appropriate timing of curricular implementation;
 - b. The nature of Board funded in-service necessary prior to curricular implementation;
 - c. The nature of curricular support material necessary prior to curricular implementation;
 - d. The fairness of the curricular implementation process with respect to teaching staff, students and the community.
5. The Board agrees to provide the Joint Committee with the funds necessary for the adequate performance of its duties.

ARTICLE D.25 TUBERCULOSIS TESTING

1. Each teacher shall comply with the ministry requirement and policy statement of the Ministry of Health as adopted by the Northern Health Authority.

ARTICLE D.26 BEGINNING FIRST YEAR TEACHERS

1. The Board and the Union recognize that beginning first year teachers require priority in terms of early formative supervision.
2. The implementation of the intent of D.26.1 shall include but not be limited to the following:
 - a. an orientation program;
 - b. a mentor's program for which some release time may be granted;
 - c. thorough, careful, and early supervision;
 - d. a regular review of the teaching assignment;
 - e. priority by the Board and the Union when planning supervision and in-service activities at the District and School level.

ARTICLE D.27 HOME EDUCATION

1. Home schooled students shall have access rights to educational services on the same basis as other students.
2. A teacher accepting responsibility, outside of a regularly scheduled class, for provision of educational services to one or more home schooled students shall be given appropriate release time to enable him/her to provide such services.

ARTICLE D.28 HEALTH AND SAFETY COMMITTEE

1. A District Health and Safety Committee shall be established by the employer to coordinate Joint Health and Safety Committees established at worksites.
 - a. The District Health and Safety Committee shall assist in creating a safe and healthy place of work and learning.
 - b. The District Health and Safety Committee shall be composed of four (4) regular members: one (1) chosen by and representing the Union, one (1) chosen by and representing any other employee union, and two (2) chosen by the Employer.
 - c. The Chairperson and Secretary 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.

- d. The committee shall:
 - i. Determine that regular inspections of all worksites, including a health and safety audit by WCB if necessary, are carried out as required by regulations of the Workers' Compensation Board of British Columbia (WCB)
 - ii. Determine that the provisions of health services as outlined in the *School Act* are carried out.
 - iii. Recommend measures required to attain compliance with the *School Act* and the WCB, and the correction of hazardous conditions.
 - iv. Hold meetings at least three (3) times per year for the review of:
 - (1) reports of school level Joint Health and Safety Committees;
 - (2) reports of current accidents, their causes and means of prevention;
 - (3) remedial action taken as required by the reports of investigations and inspections;
 - (4) recommendations from the Union and other employees of the Board, and recommend implementation where warranted;
 - (5) any other matters pertinent to health and safety.
 - v. Record the proceedings of the committee and forward the minutes promptly to the employer and the Union.
 - vi. Ensure that copies of relevant publications are available in each school.
- 2. School based Joint Health and Safety Committees shall be established by the employer in accordance with WCB regulations.

ARTICLE D.29 TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS

- 1. When new school construction or major school renovations are planned, the Board agrees to invite representatives of the teaching staff(s) most closely affected to participate in the planning process.

ARTICLE D.30 SPACE AND FACILITIES

- 1. In consultation with the teaching staff, the Principal shall determine the best use of space and facilities in a school.

SECTION E PERSONNEL PRACTICES

ARTICLE E.1 NON-SEXIST ENVIRONMENT

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

ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT

1. General

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

2. Definitions

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

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

3. Resolution Procedure

- a. Step 1
- i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express his/her feelings about the situation.
 - ii. Before proceeding to Step 2, the complainant may approach his/her administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to E.2.5 Informal Resolution Outcomes

b. Step 2

- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
- ii. The complaint should include specific behaviours which form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.
- iii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.
- iv. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

c. Step 3

- i. The employer shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.
- ii. The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

4. Remedies

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
 - i. reinstatement of sick leave used as a result of the harassment;
 - ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
 - iii. redress of any career advancement or success denied due to the negative effects of the harassment;

- iv. recovery of other losses and/or remedies which are directly related to the harassment.
- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

5. Informal Resolution Outcomes

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

Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

6. Training

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

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

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

[LOCAL ARTICLES]

ARTICLE E.20 JOB ASSIGNMENT

1. Appointment to the District

The Board appoints the teacher to employment in School District #50 (Haida Gwaii / Queen Charlotte) on a continuing or temporary basis.

2. Assignment to the School

The Superintendent of Schools assigns the teacher on a full-time or specified part-time basis to a designated school or location.

3. Teaching Assignment

The Principal determines the teaching assignment of each teacher within the school.

- a. A meeting shall be held prior to the end of the school year for the purpose of discussing the proposed course offerings and assignments for the following year.
- b. It is the responsibility of the Principal to make such assignments in consultation with the teachers affected.
- c. Each continuing teacher shall be given his/her teaching assignment for the following term prior to the end of the school year.
- d. A teacher's assignment shall be based on the qualifications, training, experience, intentionally left blank – removed by legislation and personal preference of the teacher.
 - i. A teacher who is not satisfied with a proposed assignment in a school may appeal his/her assignment to the Staff Committee.
 - ii. The Committee may, after hearing the Principal, teacher, and any other teacher directly affected, recommend to the Principal that the teacher's assignment be changed.
 - iii. Any dispute not resolved through this process shall be referred to the grievance procedure for resolution.

4. Posting of Vacant Positions

- a. "Vacancy" means a newly created or an existing position vacated by the incumbent.
- b. The Superintendent of Schools shall maintain a file of requests from teachers desiring a change of assignment within the district.
 - i. Such requests shall be made in writing by March 31.
 - ii. The file of requests shall be renewed annually.
- c. Requests for change of assignment shall be given first consideration for a vacant position for which the teacher possesses the necessary qualifications.
- d. Teaching vacancies and new positions shall be posted in all schools for two (2) days. If deemed appropriate by the Superintendent of Schools, the position may be advertised externally.

- e. Positions which become vacant at other than natural breaks in the school year shall be filled by the Superintendent of Schools in the most educationally sound manner.

5. Filling Vacant Positions

- a. The Board shall fill vacancies other than for positions of special responsibility or those occurring during the school year, on the basis of seniority, provided that applicants have the necessary qualifications.
 - i. Teachers who have requested a transfer;
 - ii. Teachers on the recall list;
 - iii. Teachers transferred on the initiative of the Board.

[See also Memorandum of Understanding re Priority List dated October 25, 1993.]

6. Transfers: Teacher Initiated

Teachers may apply for transfer by request in writing to the Superintendent of Schools prior to March 31.

- a. Teachers requesting a transfer should advise their present Principal that a request for transfer has been submitted to the Superintendent of Schools.
- b. Requests for transfer shall be filled according to E.20.5, Filling Vacant Positions.

7. Transfers: Board Initiated

- a. The Superintendent of Schools may reassign teachers to positions on the teaching staff of the District.
- b. Reduction of staff and/or educationally sound concerns shall be the sole reasons for Board initiated transfers or changes in assignment.
- c. At least thirty (30) calendar days written notice shall be given except by agreement of the teacher.

ARTICLE E.21 STAFF ORIENTATION

- 1. All teachers new to the staff of the Board shall receive, within the first thirty (30) days of commencing duties, an orientation to be developed by the Board and the Union.
- 2. The orientation to be developed by the parties, shall be designed to acquaint teachers with the basic operation of the School District and the school as well as the teachers' rights and responsibilities as set out in the Collective Agreement.

ARTICLE E.22 EMPLOYEE FAMILY ASSISTANCE PROGRAM

1. Statement of Principle

- a. The Employee Family Assistance Program has been established to assist all employees who may have a personal problem which affects their job performance and to help them gain assistance at the earliest possible time before their condition renders them unemployable.
- b. This Program is entirely voluntary. The decision to take advantage of the Employee Family Assistance Program is always left to the individual.
- c. Both union and management recognize that almost any human problem can be successfully treated, provided it is identified in its early stages and referral is made to an appropriate treatment resource. This is true whether the problem is one of physical, mental or emotional illness; drug abuse; alcoholism; marital or family distress; financial or legal problems; or other concerns.
- d. These concerns are serious health and behavioural problems which have a potentially serious impact upon the lives of those employees so afflicted and, in turn, their families.
- e. The Queen Charlotte District Teachers' Association, Canadian Union of Public Employees Local 2020 and management have established a Joint Committee, the Employee Family Assistance Committee, to implement the Employee Family Assistance Program. This Committee will include representation from all employee groups. It must be recognized that successful resolution of such problems require a high degree of employee personal motivation and co-operation.
- f. Nothing in this statement or policy is to be interpreted as constituting a waiver of the management's right to take disciplinary measures, nor of an employee's right to grieve within the framework of the respective agreement, nor of an employee's right to appeal within the provisions of the *School Act*.
- g. This statement or policy is not designed to act as a shelter for any one who is charged with a criminal offence.

2. Objectives

- a. To establish guidelines for dealing with personal problems that may cause declining work performance.
- b. To inform employees and their families about the Program.
- c. To help provide channels for correct referral for assessment, treatment and follow-up so as to ensure maximum rehabilitation.
- d. To ensure that confidentiality is maintained.

3. Definition

- a. For the purposes of this policy “we” shall be defined as any and all members of the Queen Charlotte District Teachers’ Association; the Canadian Union of Public Employees Local 2020; the Board of School Trustees; their Executive Officers; and all other Excluded staff.

4. Operation of Program

This Program is in no way meant to interfere with the private life of the employee.

5. Type of Referral

- a. Self Referral

We agree to the earliest possible utilization of the Employee Family Assistance Program on a voluntary basis for an employee showing indication of a personal problem which may affect his/her job performance.

- i. Any employee who feels he or she has such a problem is encouraged to seek help, either through Employee Family Assistance Program channels or privately.
- ii. Any decision on the part of the employee to seek help will not interfere with his or her position or employment. Confidentiality will be maintained at all times.

- b. Voluntary Formal Referral

In the absence of a self referral and when unsatisfactory job performance persists, if an employee’s job is in jeopardy, that employee may request a formal referral to the Employee Family Assistance Program.

- i. The key features of this procedure are:
 - (1) that the employee agrees to seek treatment from the Employee Family Assistance Program and to follow the treatment recommendations of the Employee Family Assistance Counsellor;
 - (2) the Employee Family Assistance Program Counsellor will confirm the employee’s participation or non-participation to the employer on a regular basis;
 - (3) following the initial assessment session, the Employee Family Assistance Program Counsellor will estimate a time period for treatment. In no case will this estimate exceed six (6) months;

- (4) the employee will not be terminated during the treatment period as long as the employee is following the Employee Family Assistance Program Counsellor's recommendations;
- (5) a formal referral is a mutual agreement between the district and the specific employee. Neither party is obligated to consent to a formal referral;
- (6) the employee might choose to include a union or association representative in any formal referral discussion or to have the initial request be presented by such a representative;
- (7) at the conclusion of the estimated treatment time, the formal referral is no longer in effect. If the employee desires the protection of an additional formal referral, it must be re-negotiated. A pre-condition to the re-negotiating process is the Employee Family Assistance Program Counsellor's assessment that a further formal referral period will be beneficial;
- (8) if, at any time, the employee refuses to follow the Employee Family Assistance Program Counsellor's treatment recommendation, the Counsellor is obliged to inform the employer of the refusal and the formal referral is nullified.

6. Referral Procedures

a. Self Referral

There are various routes for an employee to self refer to the Employee Family Assistance Program.

- i. The employee can seek assistance by contacting a Joint Committee member or by directly contacting the Referral Agent provided by the Family Services Employee Assistance Program or successor.
- ii. Employees may also request direction from a shop steward, staff representative or from their supervisor.

b. Voluntary Formal Referral

- i. When an employee begins to experience difficulties that effect his/her job performance, the supervisor should, in practice, discuss the performance with the employee.

- (1) The employee should be informed of the specific nature of the performance difficulties and be provided with a direction and an opportunity to resolve these difficulties (this may include information about the E.F.A.P.);

(2) Only normal notations, regarding job performance, along with the date and time of the discussions are kept;

ii. If the employee elects to use the Voluntary Formal Referral, the supervisor may contact a Referral Agent or a Joint Committee member directly to make the necessary referral arrangements. Alternatively, the employee may choose any of the routes described in the Self Referral to resolve the problem;

If performance returns to normal standards and is maintained, there is no longer considered to be a problem. If, after a reasonable period of time, the employee's performance fails to return to normal standards, the supervisor would:

iii. Hold an informal interview, in a confidential setting, with the employee to again review the performance difficulties and specifically recommend that the employee consider making use of the E.F.A.P. or be subject to normal disciplinary action;

iv. If the employee elects to use the Voluntary Formal Referral, the employee may contact a Joint Committee member or Referral Agent directly to make the necessary referral arrangements or may request the supervisor to do so on his/her behalf.

c. If periods of time off from work are deemed necessary, leave of absence arrangements will be made by policy and/or the respective agreement's sick leave plan as for any other illness.

7. Joint Committee

There shall be a Joint Committee composed of a representative of the Board, an Executive Officer, a representative from each of the Queen Charlotte District Teachers' Association, Canadian Union of Public Employees Local 2020 and Excluded staff:

- a. to review and recommend changes in the policies and procedures of the Employee Family Assistance Program;
- b. to establish the responsibilities of the staff representatives and administrative and supervisory personnel in the Program;
- c. to determine training needs for staff representatives and administrative and supervisory personnel and ensure that such training is provided;
- d. to ensure that the Program and its intent are communicated to all employees and their families;
- e. to evaluate the effectiveness of the Program and the referral agency;

- f. to receive reports from the referral agency with respect to usage of the Program without reference to individual personal information;
- g. to stay updated on school district employee benefits and make recommendations as to how they may be used in relation to the Program;
- h. to ensure the maintenance of absolute confidentiality by all persons involved in the Program.

8. Responsibilities of the Parties

a. Executive Officers (Management Team)

The Executive Officers shall be responsible:

- i. for fully understanding the Employee Family Assistance Program;
- ii. for ensuring that all employees are aware of the Program;
- iii. for encouraging employees to make use of the self-referral procedure;
- iv. for participating in such training as is provided by the Program;
- v. for having a member on the Joint Committee;
- vi. for co-operating with the treatment agency to the extent deemed reasonable in providing required information, arranging leaves or modifying assignments, where practical;
- vii. for maintaining absolute confidentiality except as provided herein.

b. QCDDTA / CUPE Local 2020 / Excluded Staff Representatives

The representatives for each of the Queen Charlotte District Teachers' Association, Canadian Union of Public Employees Local 2020 and Excluded staff members shall be responsible:

- i. for fully understanding the Employee Family Assistance Program;
- ii. for ensuring that all employees are aware of the Program;
- iii. for encouraging employees to make use of the self-referral procedure;
- iv. for participating in such training as is provided by the Program;
- v. for being a member of the Joint committee;
- vi. for maintaining absolute confidentiality.

c. Administrative and Supervisory Personnel

The administrative and supervisory personnel shall be responsible:

- i. for fully understanding the Employee Family Assistance Program;
 - ii. for ensuring that all employees in his/her area are aware of the Program;
 - iii. for encouraging employees to make use of self-referral procedures;
 - iv. for participating in such training as is provided by the Program;
 - v. for recognizing deteriorating work performance which may be caused by problems capable of being treated through the Program and for recommending voluntary formal referral to the Program;
 - vi. for assessing work performance on a regular basis and reporting same to the Executive Officer responsible;
 - vii. for maintaining absolute confidentiality.
- d. Staff Representative/Shop Steward

The staff representative shall be responsible:

- i. for fully understanding the Employee Family Assistance Program;
- ii. for ensuring that all employees in his/her area are aware of the Program;
- iii. for encouraging employees to make use of the self-referral procedure;
- iv. for participating in such training as is provided by the Program;
- v. for assisting in any interview upon request of the employee;
- vi. for maintaining absolute confidentiality.

ARTICLE E.23 EVALUATION OF TEACHERS

1. The purpose of evaluation is to assess teacher competence and reinforce quality education.
2. Evaluation shall be completed within a school year. The evaluation shall be completed for each teacher no more frequently than every three (3) years and no less frequently than every five (5) years.
 - a. Evaluations must be completed for any
 - i. teacher having several areas needing improvement as identified in a previous less than satisfactory report;

- ii. teacher for whom the Superintendent of Schools, Board, Minister or BC College of Teachers requests an evaluation.
 - b. Evaluation should be completed as far as practicable, for any
 - i. teacher in his/her first year in the District,
 - ii. teacher with substantial changes in assignment as determined by the Principal, or
 - iii. teacher who requests an evaluation. Such requests must be made in writing prior to January 31st of the school year.
3. Formative supervision shall be provided for every first year teacher.
4. Evaluations shall be completed within a school year by a Principal / Vice Principal, a Director of Instruction, a Superintendent of Schools, or an Assistant Superintendent of Schools.
5. Evaluation procedure shall be as follows:
 - a. All reports on the work of a teacher shall be in writing.
 - b. At least ten (10) teaching days prior to commencing observations, the evaluator shall meet with the teacher to discuss the purpose of evaluation, the time span and schedule of observations, and the criteria to be used in evaluation.
 - c. Prior to each observation, the teacher and the evaluator will meet to discuss the goals and objectives for the teaching situation to be observed.
 - d. Periods chosen for evaluation shall not be at abnormal or inappropriate times and the teacher shall have the right to select up to half of the observation times.
 - e. Each report shall be based on not less than three (3) and not more than six (6) personal observations, as defined above, which reflect the teacher's assignment.
 - f. The report shall deal only with aspects of the assignment over which the teacher has both responsibility and control.
 - g. Following each observation, the evaluator shall discuss with the teacher his/her observations. Such observations and impressions shall be provided to the teacher in the form of a written anecdotal statement within two (2) school days of the discussion.
 - h. The evaluator shall give the teacher advice and assistance in overcoming any weakness observed.

- i. The report shall be based on the observations of the evaluator in the classroom. Involvement or non-involvement in extra-curricular activities, participation in union activities or matters not directly related to teaching duties are outside the scope of evaluating and reporting on the work of a teacher. Notwithstanding Article E.23.5.i, a letter of recognition for extracurricular activities shall be written upon request and forwarded to the teacher.
- j. The report will include the teacher's main area of assignment and shall comment on all instructional areas observed. Should the report not cover all areas of the assignment and/or there is a discrepancy between the teacher's assignment and his/her expertise or professional training, such will be noted in the report should the teacher so request.
- k. With the teacher's knowledge, evaluators may discuss the work of the teacher and may consider jointly what steps should be taken to improve performance, but any report shall be written independently based upon the writer's personal observations.
- l. The closing statement of the report shall be a statement of whether the teacher's performance is "satisfactory" or "less than satisfactory".
- m. In the event of a less than satisfactory report, the President of the Union shall be informed. The evaluator will confer with the teacher and, if requested, an advocate of the teacher's choice to develop a plan of assistance which shall include a specified date for completion and will determine the time and resources that may be required. Where a plan of assistance is implemented, it shall be completed before another evaluation is implemented.
- n. The teacher shall be given a draft report at least forty-eight (48) hours prior to the preparation of the final copy. He/she shall have the right of a meeting with the evaluator and an advocate of his/her choice if he/she so desires, to propose changes to the draft.
- o. Any written report of a teacher which includes areas of criticism shall include constructive suggestions and advice for improvement in these areas.
- p. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report provided that such a commentary is received by the Superintendent of Schools within thirty (30) days of the date of the final report.
- q. The final report shall be filed prior to March 31 in the teacher's personnel file at the School District office. A copy shall be given to the teacher at the time of filing, and a copy shall be retained, in confidence, by the author of the report for record purposes only. There shall be no other copies of the report filed except as required by the *School Act* and Regulations.

- r. A teacher may agree to arrange a later date for filing with the person writing his/her evaluation. Such an arrangement shall be in writing and shall include a specific date for filing which shall not be later than May 31.

6. Teacher on Call Evaluation

- a. At the request of a Teacher on Call, one or more single observation reports shall be provided by the Principal of a school to which the Teacher on Call is assigned.
- b. Upon completion of three (3) or more single observation reports, the Teacher on Call may request that a full formal report be drafted based on the same observations.
- c. In all evaluations of Teachers on Call, the criteria and their specific applications must be altered to suit the scope and duration of the teaching assignment upon which the evaluation is based.
- d. All reports mentioned above shall be in writing.

7. Teacher Evaluation Criteria

The following shall be the reference criteria used in preparing an evaluation report:

- a. knowledge of subject matter and child development
- b. preparation and planning
- c. instructional skills
- d. classroom management and professional relationships
- e. student achievement and management of records

8. Examples of Elements for Each Criterion are:

- a. Knowledge of Subject Matter and Child Development
 - i. demonstrates knowledge of the subject matter being taught
 - ii. utilizes knowledge of appropriate developments and trends in the subject area being taught and in child development
 - iii. endeavors to keep his/her knowledge current and his/her teaching techniques effective for the teaching areas and children he/she is assigned
- b. Preparation and Planning
 - i. develops appropriate long-term and short-term objectives providing a variety of learning experiences

- ii. identifies daily learning objectives
 - iii. plans for sequentially ordered activities which permit flexibility in instruction
 - iv. utilizes appropriate material and personnel resources
 - v. plans for individual differences and class characteristics
 - vi. cooperates with other personnel and parents to plan and implement programs that provide for individual differences among students
 - vii. creates a physical setting that contributes to learning
 - viii. provides plans and clear directions for Teachers on Call
- c. Instructional Skills
- i. motivates students to achieve their potential
 - ii. uses various resources to promote learning
 - iii. uses relevant classroom displays and displays of student work to promote learning
 - iv. presents skills and content clearly and cogently
 - v. asks questions which promote a higher order of thinking skills
 - vi. effectively monitors individual understanding
 - vii. creates assignments which utilize, reinforce, or expand upon the content of the lesson
 - viii. involves students in experiences and activities designed to develop and stimulate thought with due consideration for individual differences
 - ix. is available to his/her students as a resource person
 - x. employs a variety of instructional strategies with differing learning styles in mind
 - xi. conveys clearly course objectives and expectations to students
- d. Classroom Management and Professional Relationships
- i. develops positive rapport with students
 - ii. promotes positive relationships with and among students

- iii. speaks and acts toward pupils with respect and dignity, and attempts to maintain a mutual respect between himself/herself and his/her students
 - iv. encourages students to assume responsibility for their own actions, to practice self-discipline, and to develop a positive self-concept
 - v. demonstrates consistency, respect and fairness in dealing with students
 - vi. establishes consistent routines and clear expectations for appropriate student conduct
 - vii. maintains an orderly environment and is well organized for lesson presentations
 - viii. encourages student on-task behaviour
 - ix. encourages all students to achieve to their fullest potential
 - x. maintains individually and cooperatively a high standard of professional conduct with pupils, colleagues and parents
 - xi. develops a positive classroom climate
 - xii. shares with colleagues, students and parents his/her educational objectives and practices
- e. Student Achievement and Management of Records
- i. establishes a variety of procedures for assessing student performance and communicates these procedures clearly to students, parents and other personnel
 - ii. interprets the results of student assessments
 - iii. identifies the reasons students have or have not met instructional objectives
 - iv. utilizes the results of student performance assessments to plan for future instruction
 - v. maintains appropriate, accurate records of student achievement, attendance, and other necessary data, and reports effectively to parents
 - vi. respects the confidentiality of information concerning students

ARTICLE E.24 SCHOOL ACT APPEALS

1. Where a pupil and or parent/ guardian files an appeal under the *School Act* Section 11 and Board By-law of a decision of a teacher, or in connection with or affecting such a teacher:
 - a. the teacher and the Union shall immediately be notified of the appeal, and shall be entitled to receive all documents relating to the appeal;
 - b. the teacher shall be entitled to attend any meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Union; and
 - c. the teacher shall have the opportunity to provide a written reply to any allegations in the appeal.
2. The Board shall refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first discussed the decision with the teacher(s) who made the decision.
3. 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 of process contained in this Collective Agreement, or deprive the teacher of any right, benefit or process otherwise provided by law.

ARTICLE E.25 PERSONNEL FILE

1. The Board agrees there will be only one personnel file which shall be maintained at the Board Office, for each teacher.
2. The Board agrees that only factual material relevant to the employment of the teacher may be placed or maintained in the personnel file.
 - a. All items contained in a teacher's personnel file shall be dated.
 - b. The teacher shall be in receipt of a copy of material placed in his/her personnel file.
 - c. The personnel file shall be in the custody of the Superintendent of Schools and shall not be accessible to other than appropriate administrative officers and the employee and/or his/her representative by legal power of attorney.
3. A teacher or representative by legal power of attorney shall have the right to have access to and review his/her personnel file. Where the teacher is unable to attend to view his/her personnel file, the President of the Union with written permission of the teacher, shall be granted access to the file on the teacher's behalf. No items may be removed from the file at the time of viewing; however, the teacher may request copies of items in the file. The following conditions apply:

- a. viewing will be by prior appointment;
 - b. the file normally may be viewed not more than once per calendar year, but may be viewed at any time a teacher files a grievance;
 - c. the viewing will be done in the presence of an Official designated by the Superintendent of Schools and the teacher shall have the right to be accompanied by an individual of his/her choosing.
4. The teacher may challenge the validity of any item contained in his/her personnel file in writing. Such challenge or request shall become part of the file if the material is not removed or corrected.
 - a. In the event that the appropriate Board Official does not agree to removal of specified material, the teacher may file a grievance pursuant to Article A.6 at Step 3.
5. Any file relating to a teacher kept at the school shall be destroyed when the teacher leaves that school with the exception of evaluation reports which the Principal or Vice Principal has written and may retain.
 - a. The Principal of the school shall grant the teacher access to any file, records or other material relating to him/her, kept at the school.
 - b. Evaluation reports may be kept in the school by the author but shall be retained by the author when he/she leaves that school.

SECTION F PROFESSIONAL RIGHTS

[LOCAL ARTICLES]

ARTICLE F.20 PRO-D GOALS

1. The Board and the Union jointly affirm the importance of Professional Development to the quality of education in the District. Accordingly, Professional Development shall be actively encouraged by the Board and its officers and by the Union.

2. The Board and the Union jointly affirm that the goal of Professional Development is the advancement of professional practice and understanding in the teachers of the District. Each professional teacher should be encouraged and assisted throughout his/her career to achieve the following goals:
 - a. understanding and application of a professional code of ethics and conduct
 - b. achievement of the highest possible standard of professional training and practice
 - c. commitment to self-directed continuing education
 - d. assistance in the development of colleagues and the profession.

ARTICLE F.21 PRO-D COMMITTEE

1. For the purposes of achieving the Pro-D Goals (Article F.20) the Board and the Union shall establish a Professional Development Fund to be controlled and administered by a Joint Professional Development Committee. The Committee shall have the responsibility for adopting guidelines and procedures which take fairly into account the professional development needs of individuals, schools, or groups of teachers or schools, in the best interest of education in the District.

2. The Joint Professional Development Committee shall be chaired by the Union's Professional Development Chairperson and shall comprise:
 - a. one Board trustee (optional);
 - b. the Superintendent of Schools or designate;
 - c. one teacher from each school;
 - d. the Union's professional development chairperson;
 - e. and a Principal / Vice Principal (optional).

3. All decisions relating to professional development at the school level, including the use of funds and the use of professional development days, shall be made by school Professional Development Committees, elected by school staffs. These committees shall comprise:
 - a. one Principal or Vice Principal;
 - b. at least two (2) members of the Union on the school staff;
 - c. the committee shall elect its own chairperson.

ARTICLE F.22 PRO-D FUNDING

1. Professional Development shall be funded by an allowance paid to each FTE teacher, pro-rated for part-time teachers.
 - a. The Board shall contribute an amount equivalent to one percent (1%) of a teacher's annual salary (rounded to the nearest dollar) at Category 5 at 6 years' service.
 - i. The allowance shall be paid regularly into the Professional Development Fund in ten (10) monthly installments.
 - ii. The same amount shall be deducted by the Board from the salary of each teacher in receipt of allowances as part of the QCDDTA dues in accordance with Article F.22 and paid directly into the Professional Development Fund.
 - b. The Union shall contribute \$100 per FTE teacher, pro-rated for part-time teachers. The amount shall be paid regularly into the Professional Development Fund in ten (10) monthly installments;
 - c. Programs which may create a shortfall shall be planned in cooperation with the Board so that sufficient funds are available to ensure the continuance of the Professional Development Program.
2. Any credit balance or deficit of the Professional Development Fund shall be carried forward to the next school year and reallocated at the discretion of the Professional Development Committee.
3. Records pertaining to the fund shall be maintained by the Chairperson of the Professional Development Committee and shall be subject to the usual audit procedures and standards of the Board.
 - a. The Professional Development Chairperson shall provide the Board with an accounting report December 31 and May 31 of each year.

- b. The financial records of the Professional Development Committee shall be subject to an audit, with cost charged to the Professional Development Fund, as of June 30 of each year.
- c. All financial audit reports shall be provided to the Board.

ARTICLE F.23 PROVISION OF PRO-D SUBSTITUTES

- 1. Substitute costs incurred by teachers on professional development leave from normal duties shall be charged by the Secretary Treasurer to the Professional Development Committee and shall be invoiced monthly.

ARTICLE F.24 ATTENDANCE AT PROFESSIONAL DEVELOPMENT ACTIVITIES

- 1. All teachers will attend District or school based professional development activities when schools have been closed for that purpose.
 - a. Attendance at such activities is compulsory except when a teacher is on authorized leave or on an alternate assignment prearranged with the Principal.
- 2. Attendance at all other Professional Development activities shall be strictly voluntary.

ARTICLE F.25 NON-INSTRUCTIONAL DAYS

- 1. For the purposes of this Collective Agreement, the following definitions shall be used:
 - a. Non-instructional days are non-teaching days approved by the Board.
 - i. Regular non-instructional days are five (5) non-instructional days, approved by the Board, to which a school staff is entitled.
 - ii. Banked-time non-instructional days are up to three and a half (3.5) non-instructional days available to each school staff, the time of which is generated by additional time of instruction provided during regular instructional days.
- 2. All non-instructional days shall be considered as regular instructional days for the purposes of salaries and benefits.
- 3. All non-instructional days shall be used only for staff-chosen Professional Development activities as approved by the school Pro-D Committee. Proposals will be forwarded from the Principal to the Superintendent of Schools who maintains the right of refusal.

ARTICLE F.26 FIRST AID

1. Each teacher in School District No. 50 may be given the opportunity to acquire or renew a certificate in first aid. Material and course costs will be covered by the Board.
2. First aid courses may be held on non-instructional days. However, where only small numbers of teachers are involved, release from regular instructional duties to attend first aid courses may be granted with substitute costs to be borne by the Board.
3. Application shall be made to the Superintendent of Schools through the Principal of the school.

ARTICLE F.27 SCHOOL ACCREDITATION

1. The Board and the Union agree that the following terms and conditions should expedite the process:
2. General
 - a. The purpose of school accreditation is to provide school staffs with an opportunity to develop, in cooperation with their local communities, the best possible school climate and selection of programs.
 - b. Resources as provided in the Block Funding shall be used as determined by the School Accreditation Committee.
 - c. Resources provided for follow-up activities in the Block Funding shall be so used.

ARTICLE F.28 TEACHER UPGRADING

1. The Board shall encourage teacher upgrading by:
 - a. assisting in the provision of courses locally;
 - b. providing financial assistance towards the cost of such local initiatives; and
 - c. reimbursing teachers for costs of off-island courses and materials pre-approved by the Superintendent of Schools.

ARTICLE F.29 PROFESSIONAL AUTONOMY

1. Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practice, have individual professional autonomy in determining the methods of instruction, and the planning and presentation of course materials in the classes of pupils to which they are assigned.

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.22.4 Family Leave for other compassionate leaves.]

[LOCAL ARTICLES]

ARTICLE G.20 SICK LEAVE

1. Sick leave shall ensure that the teacher receives full pay while absent from school for reasons of illness, medical disability, or quarantine.
 - a. Any days which the teacher has been absent with full pay for the reasons of illness, medical disability, or quarantine shall be charged against any sick leave accumulated by the teacher. A maximum of one hundred and twenty (120) days may be used in any school year.

- b. A teacher on sick leave or requesting medical leave may be required to obtain a written statement from a registered medical practitioner or the Board's Medical Officer indicating inability to work.

2. Accumulation of Sick Leave Days

Teachers will be advised of their accumulated days as of the previous June 30 in September of each year. In addition, the Board shall forward a final statement to all teachers who leave the employ of the Board and who have provided a forwarding address.

- a. Sick leave accumulated by each teacher prior to June 30, 1988, shall continue to be credited to that teacher.
- b. A teacher shall accumulate sick leave days, pro-rated to the assignment, at the rate of one and a half (1.5) pro-rated days per month to a maximum of fifteen (15) pro-rated days per year to be credited at the beginning of the assignment.
- c. Sick leave unused in any school year shall accumulate to the benefit of the teacher's record of sick leave.
- d. Upon return from leave, or on re-engagement, a teacher shall receive all unused sick leave unless otherwise provided for in the Collective Agreement.

3. Workers' Compensation Board Payments

- a. Compensation received from the Workers' Compensation Board for a work-related illness or injury shall be paid to the Board and the teacher shall continue to be paid full salary for six (6) months with no charge against the accumulated sick leave.
 - i. Subsequently, the difference between regular salary and the compensation payment shall be charged against the teacher's sick leave credit until no accumulated sick leave remains, whereupon the teacher will receive the WCB payments directly and the Board's responsibility to maintain salary and benefits shall cease.
- b. Compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during the period of temporary disablement.

4. Board Recovery of Sick Leave Overpayments

Upon cessation of employment, recovery of any sick leave overpayment shall be made by deduction from the teacher's final cheque or in extenuating circumstances, by mutual agreement.

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

ARTICLE G.21 MATERNITY LEAVE

[See also B.11.3.g Maternity SEB Plan [EI]]

1. Short-Term Maternity Leave

As soon as the condition of pregnancy has been established and upon written request to the Superintendent of Schools stating the expected date of birth, a pregnant teacher shall be granted a leave of absence:

- a. as provided for in the *Employment Standards Act*, or
- b. for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester;
- c. credit for increments shall be granted if a teacher has taught six (6) months in a school year in which Leave of Absence has been taken.

2. Extended Maternity / Parental Leave

- a. Teachers granted leave under G.21.1 who choose not to return to work at the expiration of that leave may apply for extended maternity / parental leave, four (4) weeks prior to the start of a semester or term or by May 31 in respect to leave expiring on June 30;
- b. Leave shall be granted upon request, for either parent, for a period of up to a maximum of thirty (30) school months, with return to coincide with the commencement of a term or semester;
- c. Credit for increments and for cost to the Board of benefits do not apply to extended maternity / parental leave.
- d. Teachers applying to return to employment following extended maternity / parental leave shall make application on or before May 31 in the calendar year of which they wish to return to employment.
- e. Teachers who are on extended maternity / parental leave who do not give the Board the required notice of their intention to return to teaching shall be deemed to have resigned and the Board shall give one month's notice to this effect to the teachers.

3. Use of Sick Leave

If at the end of the agreed upon period of leave in G.21.1, the teacher is unable to return to duty because of ill health, she shall present the Board with an acceptable medical certificate and shall qualify for her sick leave provisions.

4. Early Return and Emergency Situations

- a. in the case of an incomplete pregnancy, death of the child, or other special situations, a teacher may be permitted to return to duty earlier than provided in the agreed upon leave;
- b. the teacher intending to make an early return to duty shall submit a written application and a medical certificate stating fitness to work;
- c. in emergency situations, the teacher's application for leave will be considered on shorter notice;
- d. a terminated pregnancy shall be treated in the same manner as a birth under the *Employment Standards Act* and the maternity and extended maternity leave provisions of the Collective Agreement.

5. Extended Maternity Leave Benefits

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

6. Adoption

In the case of adoption, maternity leave shall be granted on request and shall commence from the date of arrival of the child in the home. All the provisions of Article G.21 shall apply including all rights guaranteed under the *Employment Standards Act*. Leave shall be granted to either parent, or both, if both are employees of the Board.

7. Assignment

- a. a teacher returning from short-term maternity leave within a school year shall be reassigned to the same school whenever possible;
- b. a teacher returning from extended maternity leave shall be assigned to a reasonably comparable position within the District.
- c. these items notwithstanding, a teacher may choose to apply for a transfer to another position.

ARTICLE G.22 SHORT TERM LEAVES

1. Authority / Process / Procedures

- a. Requests for leave of absence are to be submitted through the Principal of the school to the Superintendent of Schools using the request for leave of absence form.

- i. Request forms, complete with supporting documents, should be filed at least two (2) weeks before the effective date of leave of absence in order to provide time for the approval to be processed.
 - ii. Sufficient details should be provided so that the request can be processed without further reference to the applicant.
- b. No teacher is to take leave without approval:
- i. When the approval has not been received by the date of the requested leave it may be obtained by the Principal contacting the Superintendent of Schools.
 - ii. Emergency leaves may be approved by the Principal and are subject to the follow-up request in writing to the Superintendent of Schools.
- c. All personal leaves require that a replacement is available.
- d. Calculation of Leave Without Pay
- Deductions for such leave shall be computed on the basis of the following formula:

$$\frac{\text{Number of DAYS absent} \times \text{ANNUAL SALARY}}{200 \text{ DAYS}}$$

- e. Leaves of Absence Cap
- i. Leave of absence, with pay or at cost of short-term Teacher on Call, shall not exceed five (5) teaching days per school year in total, for the following leaves:
 - (1) Leave for Personal Reasons
 - (2) Leave for Exceptional Circumstances
 - (3) Travel time, over and above that necessary for taking the last scheduled means of transport, for any short term leave.
 - ii. Leaves of absence in excess of this five (5) day cap may be granted and shall be without pay.

2. Leave for Jury Duty and Appearances in Legal Proceedings

Upon written request, the Board shall grant leave of absence with pay to any teacher summoned for jury duty or required to attend any legal proceedings by reason of subpoena.

- a. A teacher on such leave shall pay over to the Board any sums received for jury duty or witness fees, exclusive of travelling costs or meal allowances.

3. Bereavement Leave

- a. The Board shall grant leave with pay to a maximum of five (5) days in the case of the death of a wife, husband, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or any other person living in the same household.
- b. Leave of absence in excess of five (5) days may be granted upon written request to the Superintendent of Schools.
- c. In the event of the death of any relative not mentioned above or a friend of the teacher, the teacher shall be entitled to special leave for one (1) day, with pay, for the purpose of attending the funeral and additional days, if necessary, for travel.

4. Family Leave

- a. Leave of absence at cost of short-term replacement may be granted for illness or injury of a family member serious enough to require the presence of the teacher or requiring travel off-Island.

[See also PCA Article G.2 Compassionate Care Leave for long-term compassionate leave.]

- b. The Board recognizes that at the time of the birth of a child, or time of adoption or legal guardianship, the family commitment may make it difficult for a parent to carry out his/her regular teaching responsibilities.
 - i. At the time of birth of a child, the Board shall grant the father up to three (3) full days' leave of absence with pay.
 - ii. At the time of adoption or legal guardianship, the Board shall grant parents up to one (1) full day's leave of absence with pay.

5. Leave for Personal Reasons

- a. Leave of absence at cost of short-term Teacher on Call may be granted for personal reasons such as:
 - i. candidacy in a municipal, regional, provincial or federal election;
 - ii. the attendance at a seminar or conference that is political, cultural, religious;
 - iii. participation in an official sporting event;
 - iv. for urgent personal business;
 - v. a delegate or a representative of a community organization, or

- vi. a teacher elected or appointed to municipal, provincial government, or regional district offices or public board.
- b. Discretionary leave with pay to a maximum of:
 - i. one (1) day per year, not cumulative, may be granted to members with two (2) or more years' service to the District;
 - ii. two (2) days per year, not cumulative, may be granted to members with five (5) or more years' service to the District.

6. Travel Delay

Teachers who are unable to return to work because of travel-delay, and who do not notify the Principal of the school or the Board Office, as soon as possible, will be considered on unauthorized leave in direct contravention of the *School Act*. These instances will receive automatic referral to the Personnel Committee for final decision of the Board.

- a. Teachers who are delayed in returning to their schools solely due to maintained road closure, and who notify the Board as soon as possible, shall be charged incurred costs of short-term replacement.
- b. Teachers on Board approved leave of absence who suffer travel delay solely because of maintained road closure, equipment failure, or cancellation or delay of a scheduled public carrier, and who notify the Board under G.22.6, shall receive the required extension of the leave provided the next available public carrier is taken.
- c. Teachers not on Board approved leave of absence and who suffer travel delay because of cancellation of arrival by scheduled public carrier on-island more than eight (8) hours before start of class on the next school day, and who notify the Board under G.22.6, shall be charged the cost of a short-term Teacher on Call, provided the next available public carrier is taken.
- d. Teachers not covered by G.22.6.a, G.22.6.b or G.22.6.c shall have deductions for this leave based on 1/200 of annual salary.

7. Leave to Attend Retirement Seminars

- a. A teacher who is forty (40) years of age or older shall be granted, upon request, up to a maximum of one day's leave of absence, with pay, on one occasion, to attend a BCTF sponsored retirement planning seminar.
- b. In all other cases the cost of a short-term Teacher on Call will be charged.

8. Exceptional Circumstances Leave

From time to time, circumstances may arise under which a teacher may request a leave of absence and, because of which, a deduction of a full day's pay is deemed to be inappropriate. The deduction from the teacher's salary shall be the cost of a short-term Teacher on Call. Examples of such leave may include:

- a. Attendance at a professional development activity which cannot be funded by the joint Board/Union Professional Development Fund.
- b. Activities of benefit to the community but which are not covered under G.22.5.a.
- c. Situations, other than subpoena, under which a teacher is asked to appear before a duly constituted court, coroner's inquest, or commission hearing.
- d. Other circumstances approved by the Superintendent of Schools.

ARTICLE G.23 LONG-TERM LEAVE

1. Eligibility

- a. A teacher is eligible for long-term leave of absence after he/she has completed three (3) years' service in the District.
 - i. No more than: one (1) teacher per school for schools of less than ten (10) full-time equivalent teachers; two (2) teachers per school for schools of ten (10) or more full-time equivalent teachers; or five (5) teachers in the District may be granted long term leave in any one (1) year.
 - ii. Leaves associated with the Deferred Salary Leave Plan are included in these totals.
 - iii. Preference will be given to those teachers who are engaged in professional development.
- b. Notwithstanding the above, a teacher elected as a Member of Parliament or Member of the Legislative Assembly, shall be granted an appropriate long-term leave of absence under reasonable terms of notice to the Superintendent of Schools.

2. Application Procedure

The teacher must apply in writing to the Superintendent of Schools not later than March 31st for the following school year.

3. Leave End Procedure

The teacher on leave must inform the Superintendent of Schools in writing, not later than March 31st of the calendar year in which he or she is due to resume teaching, of his/her intention to return.

- a. Such notice will be interpreted as commitment to a contract of employment effective July 1.
- b. Failure to provide this notice shall be construed as being a resignation, effective June 30th of that year.
- c. Returning teachers must provide the Superintendent of Schools with the teaching assignment and school preferences not later than March 31st. Every attempt will be made to place the teacher accordingly.

ARTICLE G.24 DEFERRED SALARY LEAVE PLAN

- 1. The Board and the Union shall enter into a Deferred Salary Leave Plan provided the practice remains legal.

2. Preamble

- a. The Board of School Trustees and the Queen Charlotte District Teachers' Association have joined together to implement the Deferred Salary Leave Plan in recognition of continuous service for those teachers who may wish to take a preplanned leave of absence from their teaching duties with School District No. 50.

3. Purpose

- a. The purpose of the plan is to allow teachers to take a year's leave of absence with the assurance that the salary which had been deferred will be available to them during the leave of absence and taxes to be applicable upon receipt of monies not when monies are earned.

4. Carrier

- a. The carrier for this plan is Canadian Western Trust.

5. Eligibility

The eligibility to participate in the Deferred Salary Leave Plan will be governed by regulations covering limitation on entry to the plan, participation on a yearly basis and within any given school.

- a. In making application, participating teachers must clearly set out the actual year in which the leave is to be taken.

- i. A teacher not currently eligible for Long-Term Leave under G.23.1.a may apply to enter the plan but must be eligible for Long-Term Leave in the year the leave is actually taken.
- b. Eligibility criteria is agreed as being:
 - i. Entry into the Plan at the District level shall be limited to four (4) persons in any given year.
 - (1) Only two (2) of the four (4) may be scheduled for leave of absence in the same year.
 - (2) The other two (2) must select another year.
 - ii. In order that this Program does not interfere with any school operation, a formula will be used of fifteen percent (15%) or one (1) person per school whichever is the greater.
 - iii. The onus is placed upon the teacher participant to set out clearly in the original application request the year in which the leave is to be taken.
 - iv. Maximum applications which will be granted in any given year will be two (2) participants.

6. Application Procedure

- a. The application deadline is on or before March 31st in any given year.
- b. All applications must be in writing and all responses are to be in writing with final notification to be received no later than May 15th in any given year.
- c. The selection is first based on the seniority of the applicant within the District. After seniority factor has been addressed consideration may be given to professional development or upgrading of qualifications.

7. Administration of the Plan

The administration of the plan is the responsibility of the Secretary Treasurer.

a. Pension Payments

Pension payments during the deferment period are based on salary earned.

b. Experience Credit

The actual leave of absence year, while not counted as teaching experience, will not be considered as broken service in the District.

- c. Bank Accounts

Bank accounts set up for administration of the plan will be by authority of the Board of School Trustees.

ARTICLE G.25 RELEASE TIME

1. QCDTA President

The Board hereby agrees to release the President of the Union from teaching duties for up to 50% of one FTE

- a. So long as the condition of part-time continues, the following shall apply:
 - i. The Board will continue to pay the President his/her salary and to provide benefits as specified in the Collective Agreement.
 - ii. The Union will reimburse the Board for salary and a share of superannuation upon receipt of a monthly statement.
- 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 partial days shall be deducted from the President's accumulated sick leave credits.
- c. The teacher returning to full teaching duties from a term or terms as President shall be assigned to the same school, wherever possible.
- d. In the event the President is temporarily unable to fulfill the presidential duties the Board shall provide a Teacher on Call to permit another Union Member to assume the duties of the President. Provisions of G.25.1.a, G.25.1.b and G.25.1.c shall also apply.

2. Representatives

A teacher covered by this Collective Agreement who is a member of the Executive Committee, representative assembly, a committee or task force of either the local, the BCTF, the CTF, the BC College of Teachers Council or appointed an official representative or delegate of the local or the BCTF, or who is an Union staff representative, shall be entitled to release time from instructional duties, without loss of pay, to carry out the duties involved.

- a. Such release from duties shall be granted in accordance with leave procedure subject only to the Board being reimbursed for incurred costs of the replacement teacher.

3. BC Teachers' Federation Election / Employment

In the event that a teacher covered by this Collective Agreement is elected to a full-time position as an officer of the BCTF, or is appointed on a term contract of employment to the administrative staff of the BCTF, or secondment to the Federation, leave of absence without pay shall be granted for the duration of those duties.

- a. For the term of this leave, the teacher shall accumulate pension, experience, sick leave and seniority.
- b. Written notice will be given by May 31 for commencement or termination of leave.
- c. The teacher shall be entitled to an assignment comparable to that previously held, and in the same school whenever possible.

ARTICLE G.26 MEDICAL SITUATIONS IN THE SCHOOL

1. A teacher who is ordered home because of a medical situation in the school shall not have the day(s) absent for this reason deducted from his/her sick leave account.

ARTICLE G.27 PARTIAL MEDICAL LEAVE

1. Where a full-time employee produces a medical certificate stating that the employee, while unable to work full-time, is capable of working part-time, the employee's assignment may be reduced or he/she may be reassigned to another position mutually agreed upon by the teacher and Superintendent of Schools.

SIGNATURES

Signed at the Village of Queen Charlotte, BC, this _____ day of _____, 2009

Angus Wilson, Superintendent of Schools
School District No. 50
(Haida Gwaii / Queen Charlotte)

Evelyn von Almassy, President
Queen Charlotte District Teachers'
Association

Robert D'Angelo, Managing Consultant
British Columbia Public School Employers
Association

Irene Lanzinger, President
President, BC Teachers' Federation

PROVINCIAL LETTERS OF UNDERSTANDING/INTENT

LETTER OF INTENT No. 1

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Formalization of Middle School Provisions

[Not Applicable in School District No. 50 (Haida Gwaii / Queen Charlotte)]

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

<p>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.</p>

Appendix 1 PROVINCIAL MATTERS
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Appendix 1 – Provincial Matters

Housekeeping — Form Issues

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

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1. 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*

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- 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*
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 - 2.1 Automobile Expenses*
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 - 1.41 First Aid, First Aid Allowances, Training*
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 - 2.6 Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.*
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*

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 - 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*
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- 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*

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 - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
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 - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
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 - 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*
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 - 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*
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 - 1.105 *Medical Examinations, Tests, Screening for TB; Medical Tests - Hearing*
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 - 1.107 *School Services to Teachers, Like Translation*
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 - 2.9 *Use of Inner City School Funds*

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 - 1.36 *Definition of Teachers, Itinerant Teachers*
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 - 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*
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4. Offer of Appointment to the District
 - 1.74 *Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
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6. Non-sexist Environment
3.16 *Non Sexist Environment*
7. Sexual Harassment
3.15 *Harassment - Sexual; Personal Harassment*
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3.14 *Harassment of Teachers*
9. Falsely Accused Employee Assistance
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10. Parental Complaints
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11. Violence Prevention in Schools
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12. Criminal Record Checks
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3.41 *Future Education Directions Committee*
2. Professional Development: Funding (NOTE: See also Addendum C)
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3.27 *Responsibilities - Duties of Teachers*
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- 2.7 *Medical Leave - Preauthorized Travel for Medical Services Leave*

- 2. Maternity and Parental Leave and S.U.B. Plan
 - 1.18 *Maternity Supplemental Unemployment*
 - 1.108 *Maternity Leave*
 - 1.109 *Parental Leave - Short Term*

- 3. Short Term Paternity Leave and Adoption Leave
 - 1.46 *Adoption Leave*
 - 1.60 *Paternity Leave*

- 4. Jury Duty and Appearances in Legal Proceedings
 - 1.56 *Jury Duty Leave, Witness*

- 5. Educational Leave
 - 1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading,- Board Directed*
 - 1.103 *Study Leave - Year End*

- 6. Bereavement/Compassionate Leave
 - 1.48 *Bereavement Leave*
 - 1.53 *Funeral Leave*

- 7. Leave for Family Illness
 - 1.52 *Care of Dependents Child or Relative - Emergency or Long Term Chronic - Leave, Emergency Leave for Family Illness, Compassionate Leave*

- 8. Discretionary Leave
 - 1.54 *Short Term - Leave, Discretionary; General; Personal*

- 9. Leave for Elected Office and Community Service
 - 1.49 *Community Service; Search and Rescue Leave*
 - 1.51 *Election Leave, Political Leave*

- 10. WCB Leave With Pay
 - 1.21 *WCB*
 - 1.67 *Worker's Compensation - Leave*

- 11. Early Retirement Incentive Plan - separate from B

- 12. Leave of Absence Incentive Plan
 - 1.47 *Absence Incentive Plan - Leave*

- 13. Religious Holidays
 - 1.62 *Religious Holiday - Leave*

- 14. Leave to Attend Retirement Seminars
 - 1.112 *Leave to Attend Retirement Seminars*

- 15. Leave for Communicable Disease
 - 1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*

16. Leave for Conference Participation
1.113 Leave for Conference Participation
17. Leave for Competitions
1.55 International Amateur Competition, Sports Competition Leave
18. Leave for Visiting Exchange Teachers (needs broader title)
1.59 Dept. of Defence, Exchange Teacher; Outside Assignment, Secondment, Detached Duty - Leave, Resource Teacher Assignment
19. Leave for University Convocations (needs broader title)
1.64 Citizenship, Marriage, Special Circumstances, Grad, Weather Leaves
20. Leave for Blood, Tissue and Organ Donations
1.63 Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave
21. Leave for Exams
1.50 Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading,- Board Directed
22. Miscellaneous Leaves with cost
1..58 Other - Leave
1.106 Committee - Detached Duty

May 31, 1995 - Provincial

Appendix 2

LOCAL MATTERS

Appendix 2 – Local Matters

Housekeeping - Form

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

Section A — The Collective Bargaining Relationship

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

Section B — Salary and Economic Benefits

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

Section D — Working Conditions

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

Section E — Personnel Practices

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

Section F — Professional Rights

1. Professional Development Committee (NOTE: See also Addendum C)
1.78 *Professional Development Committee - as related to control*

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

Section G — Leaves of Absence

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

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

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

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

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

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

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

"Alice McQuade"
President
BC Teachers' Federation

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

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

Professional Development

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

Professional Development:

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

For BCTF:
"R. Worley"

For BCPSEA:
"K. Halliday"

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

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

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

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

Dated this 7th of October, 1997.

British Columbia Teachers' Federation

British Columbia Public School Employers'
Association

"R. Worley"

"K. Halliday"

LETTER OF UNDERSTANDING NO. 2

Between:

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

And:

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

Re: Approved list of arbitrators for:

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

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

John Kinzie
Judi Korbin
Robert Pekeles

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

Dated: August 14, 2007

Originals signed by:

Irene Lanzinger
For the BCTF

Jacque Griffiths
For the BCPSEA

LETTER OF UNDERSTANDING No. 3. a

Between

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

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

Re: Section 4 of Bill 27

Education Services Collective Agreement Act

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

[Not Applicable in School District No. 50 (Haida Gwaii / Queen Charlotte).]

LETTER OF UNDERSTANDING No. 3.b

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

[Not Applicable in School District No. 50 (Haida Gwaii / Queen Charlotte).]

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:

1. The time and manner in which employees are referred to the program and in which contact is made by the Rehabilitation Consultant after referral;
2. Employees' participation;
3. Status of the employee in the BCTF Rehabilitation Program;
4. Information provided to the employer when an accommodation is sought;
5. Information provided to the employer with respect to the status of an employee's SIP/LTD claim;
6. Expansion of the BCTF Rehabilitation Program to 60 School Districts;
7. The effectiveness of the BCTF Rehabilitation program and potential areas of improvement;
8. 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:

1. 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.

2. 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.

3. 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.

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

The Fund will be determined as follows:

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

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 14

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

Re: Article B.12 Category 5+ Transitional Provisions

[Not Applicable in School District No. 50 (Haida Gwaii / Queen Charlotte).]

LETTER OF UNDERSTANDING No. 15

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

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

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

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

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

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

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

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

Original Signed by:

Jacquie Griffiths
BC Public Employers' Association

Jim Iker
BC Teachers' Federation

January 14, 2008

January 21, 2008

LETTER OF UNDERSTANDING No. 16

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

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Original Signed by:

Jacquie Griffiths
BC Public Employers' Association

March 12, 2008

Irene Lanzinger
BC Teachers' Federation

March 13, 2008

LOCAL LETTERS OF UNDERSTANDING/INTENT

MEMORANDUM OF UNDERSTANDING

Priority List

The Board and the Union agree that effective June 29, 1993, E.20.5.a.ii of Article E.20 Job Assignment shall be removed from the agreement. This clarifies the fact that a Teacher on Leave of Absence has not vacated a position.

Signed this 25th day of October, 1993

Queen Charlotte District
Teachers' Association

"Jan Walsh"
President

"Karen Butler"
Secretary

"Betty Lockhart"
Witness
(as to both signatures)

"October 26, 1993"
Date

Board of School Trustees
School District No. 50

"Frank Collison"
Chair of the Board

"William Roper"
Secretary Treasurer

"Betty Lockhart"
Witness
(as to both signatures)

"October 26, 1993"
Date

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