

**2006—2011**  
**PROVINCIAL**  
**COLLECTIVE AGREEMENT**

BETWEEN:

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

As bargaining agent for all the school boards and authorities established under the  
*School Act*.

AND:

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

On behalf of all employees included in the bargaining unit established under the  
*Public Education Labour Relations Act (PELRA)*

**SCHOOL DISTRICT NO. 51 (BOUNDARY)**

**THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 51  
(BOUNDARY) (The Employer)**

and

**THE BOUNDARY DISTRICT TEACHERS' ASSOCIATION**

**EFFECTIVE JULY 1, 2006 TO JUNE 30, 2011**

<p>Please note: This document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between B.C.T.F. and B.C.P.S.E.A. under the <u>Public Education Labour Relations Act</u>, as those terms and conditions are applicable to this School District. In the event of dispute, the original source documents would be applicable.</p>
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**WORKING DOCUMENT -- SCHOOL DISTRICT 51**

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## DEFINITIONS

1. The use of one gender in this Agreement shall include the other and the singular include the plural, unless the sense of the provisions provides otherwise.
2. The term "Agreement" shall mean the entire Collective Agreement.
3. The term "Association" shall mean the Boundary District Teachers' Association.
4. The term "Board" shall mean the Board of School Trustees, School District No. 51 (Boundary). It is understood that the superintendent and other administrative staff have been delegated the authority necessary to perform their administrative functions by the Board.
5. The term "teacher" shall take its meaning from the definition in the *School Act*.
6. The term "employee" shall mean all teachers and associated professionals in the bargaining unit represented by the Association.
7. The term "associated professionals" shall mean those employees who do not possess teaching certificates, as specified in Article A.2 of this Agreement.
8. The term "days" shall mean calendar days unless otherwise specifically defined in this Agreement. In the event of a difference in interpretation of a word or term in this Collective Agreement, two representatives each, from the Board and the Association, shall meet in an attempt to resolve the question of interpretation.

## SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

### Article A.1 Term, Continuation And Renegotiation

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

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

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

#### **Article A.2 Recognition Of The Union**

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

#### **Article A.3 Membership Requirement**

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

#### **Article A.4 Local And BCTF Dues Deduction**

1. The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in

the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.

2. At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.
3. The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
4. The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.
5. The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

#### **Article A.5 Committee Membership**

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

## **Article A.6 Grievance Procedure**

### **1. Preamble**

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

### **Steps in Grievance Procedure**

#### **2. Step One**

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

#### **3. Step Two**

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

#### **4. Step Three**

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

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

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

**5. Omitting Steps**

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

**6. Referral to Arbitration: Local Matters**

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

**7. Referral to Arbitration: Provincial Matters**

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

iii. Each party shall determine who shall attend the meeting on its behalf.

## **8. Arbitration (Conduct of)**

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

## **9. General**

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

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

**Local Provisions:**

10. Section 87 of the Labour Relations Code

The parties agree to waive the application of Section 87 Labour Relations Code.

**Article A.7 Leave For Provincial Contract Negotiations**

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



## **Article A.8 Legislative Change**

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

## **Article A.20 Recognition Of The Board**

The parties agree that except as specifically limited within this Agreement or within applicable legislation, the right and responsibility to manage all its operations in a fair and reasonable manner is the exclusive responsibility of the School Board.

## **Article A.21 Teachers' Assistants**

1. All teacher assistants hired to assist teachers in carrying out their responsibilities and duties, shall be under the direct instructional supervision of teachers.
2. Teacher assistants shall not assume the direct instructional responsibility for designing or providing the educational programs for students, but may assist the teacher by performing duties related to the teacher's classroom or educational program, which are assigned by the teacher to whom the assistance is being provided.
3. Teacher assistants shall not be used as alternatives for teachers except to provide supervision in emergencies.
4. Administrative officers shall have responsibility for completing evaluation reports on the performance of teacher assistants, after consultation with the teacher(s) to whom the assistance is being provided.

## **Article A.22 No Contracting Out**

### **[Refer To LOU No. 3 – Contracting Out In Former School District No. 13 (Kettle Valley)]**

The Board shall not contract out work normally and regularly performed by members of the bargaining unit without the agreement of the Association.

## **Article A.23 President's Release**

1. The Board hereby agrees to release the President of the Association from teaching duties as requested by the Association, such time to be established on an annual basis.
2. The Board will continue to pay the President his/her salary and to provide benefits as specified in the Agreement. The Association will reimburse the Board for such salary and benefits costs of the teacher hired on a part-time basis to replace the President upon receipt of a monthly statement.
3. For purposes of pension, experience, sick leave and seniority, the President shall be deemed to be in the full employ of the Board. The President shall inform the Board of the number of days or partial days, if any, that he/she was absent from presidential duties due to illness. Such days or part days shall be deducted from the President's accumulated sick leave credits.
4. The Board shall assign the President returning to teacher duties from a term as president to the same position to that which he/she held prior to taking the leave. Should the position cease to exist, then to a comparable position which is acceptable to the teacher and the Board.
5. In the event the President is unable to complete his/her presidential term, the Board shall permit another Association member to assume the duties of the President and the provisions of this article will apply.

## **Article A.24 Leave For Local Contract Negotiation And Administration**

1. Release time shall be granted to up to four (4) members of the Association when attending joint bargaining meetings with the Board. The cost of the teachers on call for two members of the teachers negotiating committee shall be borne by the Board. Under normal circumstances the Association will request leaves at least three (3) days in advance of the scheduled meetings.
2. Subject to the operational requirements of the school, release time for up to four (4) members of the Association to prepare for negotiations during negotiating years shall be granted to a maximum of twenty (20) days. The cost of teachers on call shall be borne by the Association.

Under normal circumstances the Association will request leaves at least three (3) days in advance of the scheduled meetings.

3. Release time for teachers shall be granted to attend grievance meetings or arbitration hearings pursuant to this Agreement. The cost of teachers on call shall be borne by the Association. Under normal circumstances the Association will request leaves at least three (3) days in advance of the scheduled meetings.

#### **Article A.25 Release Time For Local, BCTF And Teacher College Business**

1. Short Term Leave

The Board shall grant, on written request, to an employee covered by this Agreement who holds an executive position in the Association, BCTF, or CTF or who is an appointed official representative or individual serving on a committee or task force of the Association, BCTF Associate, BCTF or CTF or the College of Teachers up to fifteen (15) days release time per year without loss of pay from instructional duties to carry out the duties involved. Extra days may be granted on request. Such release from duties shall be granted without loss of pay and shall be granted subject only to the Board being reimbursed for the cost of the teacher on call.

2. Long Term Leave

In the event that an employee covered by this 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, upon two (2) months written notice a leave of absence without pay shall be granted for the duration of those duties.

For purposes of pension, experience, sick leave and seniority the employee shall be deemed to be in the full employ of the Board. Upon completion of the leave, the employee shall be entitled, if seniority permits, on written notice of at least two (2) months prior to the commencement of a school term, to return to employment with the Board effective the commencement of that term, and shall be entitled to an assignment comparable to that previously held.

#### **Article A.26 Local Association School Staff Representatives**

1. The Board will recognize up to two (2) Local Association staff representatives at each school, elected in accordance with Association procedures. The Board shall be advised in writing of the names of these staff representatives.
2. Staff representatives may use a school facility to conduct Association business, outside of instruction time, providing prior approval for space has been received from the administrative officer. Use of facilities shall not be unreasonably denied.

3. Where meetings between an administrative officer and a teacher concern disciplinary matters or upon request of the teacher, a teacher shall have the right to have an Association staff representative in attendance and such attendance shall be without loss of pay.
4. Staff representatives shall be entitled to three (3) days leave per school year at no cost to the Board.
5. The parties will endeavour to schedule grievance-related meetings outside of instructional hours, however, should the staff representative be required by the Administration to participate in grievance or arbitration meetings during instructional time, such leave shall be with no loss of pay.

#### **Article A.27 Access To Worksite And Use Of Facilities**

Representatives of the Association and BCTF, authorized by the Local Association, shall have the right to transact Association and/or BCTF business on school property and utilize District facilities subject to availability and at no cost to the Board.

#### **Article A.28 Bulletin Boards**

The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards. These bulletin boards shall be provided in each staffroom in each school building.

#### **Article A.29 Internal Mail**

The Association shall have access to the District mail service, District e-mail and employee mail boxes, free of charge, for communication to bargaining unit members.

#### **Article A.30 School Staff Committees**

1. Teachers shall have the right to establish a recognized staff committee in each school.
2. The size and membership shall be determined democratically by the staff.
3. The staff committee may make recommendations to the school's administrative officer(s) and to the staff members on matters of concern to the staff that are directly applicable to the operation of that school. Should the administrative officer fail to implement any recommendation of the staff committee, he/she shall provide written reasons to the entire staff of the school.

### **Article A.31 Access To Information**

1. The Board agrees to provide upon request all public information to the Association.
2. The Board further agrees to provide such other information that is not considered confidential upon written request from the Association.
3. With the written permission of the employee and upon request by the Association, the Board agrees to furnish to the Association or its designated representatives, within five (5) days, any information in the personnel files of that individual teacher required by the Association to fulfill its role as exclusive representative.

### **Article A.32 Picket Line Protection**

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

### **Article A.33 Preparation And Distribution Of Agreement**

1. The Board agrees to provide all employees covered by this Agreement with a photocopy of the current Collective Agreement.  
  
Additional copies will be prepared for the exclusive use of the Association. The Board agrees to pay the photocopying costs.
2. The Board shall provide every employee with a printed copy of this Agreement within thirty (30) days of the signing of this Agreement.
3. Should professionally prepared and printed booklets be requested then the parties agree to share the printing costs.

### **Article A.34 Staff Orientation**

1. All employees new to the staff of the Board shall receive within the first thirty (30) days of commencing duties an orientation provided by the Board and the Association.

2. The orientation shall acquaint employees with the basic operation and services of the School District and their rights and responsibilities under the Collective Agreement.
3. Whenever possible, the District and school orientations shall be performed during non-instructional times. Expenses of the District and school orientation shall be borne by the Board.

#### **Article A.35 Joint Consultation**

In accordance with Section 53 of the Labour Relations Code a Joint Consultation Committee shall be struck.

#### **Article A.36 Exclusions From The Bargaining Unit**

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
2. The Board shall notify the Association of all new positions offered in the District and if a dispute arises as to whether the new position is in the bargaining unit, provide the Association with a written description of the position.
3. Where the parties are unable to agree whether a newly created position is included, then the matter shall be referred to the Labour Relations Board.

#### **Article A.37 Legislation**

1. This Agreement is made pursuant to and governed by the School Act and the Labour Relations Code. In case of any conflict between this Agreement and those Acts and Regulations made thereunder, those Acts and Regulations shall prevail.
2. Terms used in this Agreement defined in those Acts shall have the meanings defined in those Acts as in effect on the date of execution of this Agreement.

## **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.

## Article B.2 Teacher on Call Pay and Benefits

**[See Letter of Understanding Re: Four Day Instructional Week which affects the operation of 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. Pay pursuant to Article B.2.6 to include vacation pay.
8. For each day in any assignment, a teacher on call will have deducted 2.75% of the daily salary up to forty percent (40%) of the annual dues rounded off to the nearest dollar.
9. A total of one hundred and sixty (160) full days of teaching as a teacher on call in the School District shall be equivalent to one year of teaching experience for the purpose of:
  - a. Placement on scale;
  - b. Experience as a teacher on call prior to January 1, 1982 shall not be credited for purposes of salary increments;
  - c. For purposes of this clause, part days as well as full days of on call teaching shall be combined with term appointments to recognize service for increment purposes. Experience recognized for short term maternity leave as defined in Article B.20.2.c of this contract shall also be counted as teaching experience under this clause. It is understood that maternity leave experience is recognized for full-time teachers only and who were on approved maternity leaves when previously employed on a full-time basis in School District No. 51.

Experience credit for Article B.2.9.c under this Article is not retroactive past January 1, 1985.

10. Partial Days
  - a. A teacher on call assignment to a school for the morning session shall receive sixty percent (60%) of the per diem rate.
  - b. Assignment for the afternoon session shall receive fifty percent (50%) of a days pay.
  - c. Teacher on call rates for Secondary Schools shall be 50% for either the morning of afternoon sessions, as long as the teaching timetable remains equally split between morning and afternoon.
  - d. No assignment shall be for less than one half-day
11. After five (5) consecutive days of teaching for the same teacher, a teacher on call shall attend and be paid for non-instructional days except when the non-instructional day is the last day worked.
12. Teachers on call shall be subject to the following call-out provisions:
  - a. An on call teacher 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 days wage.

- b. An on call teacher assigned to school for a half-day and not utilized, or utilized for only a portion of that day, shall be paid for a half day.
- c. It is understood that a teacher on call may be assigned other teacher duties for this period referred to in Article B.2.12.a and B.2.12.b.
- d. In the event that an on call teachers' assignment is interrupted by the return of a teacher who subsequently is absent within two working days, the on call teacher shall be reassigned and the assignment shall proceed as if it has not been broken for salary or contract provisions which depend upon the length of assignment.
- e. An on call teacher's service shall not be considered broken by a non instructional day.

### **Article B.3 Salary Determination for Employees in Adult Education**

PCA Article B.3 does not apply in School District No. 51 (Boundary)

### **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 30<sup>th</sup>. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to clause 5 of this Article.
4. An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
5. Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
6. Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
7. An employee's accumulation in the Plan including her/his interest accumulation to March 31<sup>st</sup> shall be paid in equal installments on July 15 and August 15.
8. Notwithstanding clause 7 of this article, interest earned by the Plan for the period September 1, 2006 to August 15, 2008 shall be retained by the employer. Thereafter, interest earned by the Plan in the months of April through August shall be retained by the employer.
9. The employer shall inform employees of the Plan at the time of hire.
10. Nothing in this Article shall be taken to mean than an employee has any obligation to perform work beyond the regular school year.

## **Article B.9 Pay Periods**

Article B.9.1 through B.9.3 does not apply in School District No. 51 (Boundary).

### **Local Provisions**

4. Employees shall be paid their annual salary in installments on the middle and end of each month, September through June inclusive except as changed in Article B.9.5. Where the middle or end of the month falls on a Saturday, Sunday or Statutory Holiday, the payment shall be made on the preceding Friday.
5. The December payment shall be made on the fifteenth (15th) day or the Friday preceding the fifteenth (15th) day of that month.
6. The mid-month advance will be equal to approximately forty-five percent (45%) of the monthly take home pay.

## **Article B.10 Reimbursement for Mileage and Insurance**

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

[B.10.4 and B.10.5 do not apply in School District No. 51 (Boundary)]

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

## **Article B.11 Benefits**

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

### **Local Provisions**

#### 2. General Benefits Information

- a. The Board shall provide each new employee with an application or enrolment form for participation in the Medical, Dental, Extended Health, and Group Life Insurance plans for which they qualify.
- b. The Board shall provide the Association with a copy of all available master employee benefit plans, and shall provide to the Association a copy of all available financial/actuarial statements for all benefit plans.
- c. The Board shall advise employees annually in writing, within sixty (60) days of commencement of duties, of benefit plans available to employees, of the cost of those plans, and of plans in which the employee is enrolled.
- d. The Board and Association shall periodically host and conduct benefit workshops. Such workshops to be conducted during non-instructional time.
- e. All changes of carrier and/or clauses in Employee Benefits or Insurance Plans shall be by mutual consent of the Board and the Association.
- f. The Board and Association will biannually seek the most mutually beneficial carrier for Extended Health, Group Life Insurance and Dental Benefit Plans.
- g. The parties shall mutually develop a benefit booklet outlining all benefits not clearly spelled out in this Agreement. The written contents of the booklet to be reader friendly.
- h. The Board shall provide to each employee covered by this Agreement, information and advice where requested and appropriate, about the benefit plans covered by this Agreement. It is understood that the Board incurs no liability concerning this advice.

#### 3. Medical Insurance

Coverage under the Medical Services Plan of British Columbia through the licensed carrier, Medical Services Plan, or its successor, shall be a condition of employment for every teacher, whether new or hereafter employed by this School District during the currency of this Agreement; except where the teacher is a dependent of a participant in a similar plan. The Board's share shall be forty-seven percent (47%) and the teacher's share shall be fifty-three percent (53%).

4. Extended Health Benefits

- a. The Board shall pay the premium of the Medical Services Association's Extended Health Benefits Plan. In addition to standardized benefits, the following options will be included:
  - i. No deductible
  - ii. Audio care
  - iii. Hospital Co-Insurance
  - iv. Supplemental Travel Rider - \$0.28/km.
  - v. Vision Care - \$150/24 months
- b. Teachers in the employ of the Board as of December 31, 1977, shall be voluntary participants in the Standard Plan. After that date, participation shall be a condition of employment for new employees except where the teacher is a dependent of a participant in a similar plan.

Teachers in the employ of the Board as of December 31, 1978, shall be voluntary participants in the optional benefits (no rider). After that date, participation shall be a condition of employment for new employees.

5. Long Term Salary Indemnity Plan

- a. Participating teachers will pay the cost of the premium of the BCTF Long Term Salary Indemnity Plan or other plan with similar benefits.
- b. Teachers in the employ of the Board as of December 31, 1977, shall be voluntary participants in the plan. After that date, participation shall be a condition of employment for new employees.

6. Dental Plan

- a. The Board and the Association will participate in a mutually agreed to Dental Plan The Board will pay 100% of the premium cost.
- b. The coverage will be as outlined in the Dental Plan Group policy.
- c. Teachers in the employ of the Board as of December 31, 1977, shall be voluntary participants in the plan. After that date, participation shall be a condition of employment for new employees.

7. Group Insurance



- a. The Board and the Association will participate in the BCTF/BCSTA Group Life Insurance Plan "B". The Board's share will be seventy-five percent (75%) and the teacher will pay the balance.
  - b. Coverage will be as outlined in the Group Life Insurance Plan.
  - c. The employer's share will be applied first to the full premium for the first \$25,000 or part thereof, with the balance of the employer's contribution, if any, being applied to those amounts over \$25,000.
  - d. Teachers in the employ of the Board as of December 31, 1977, shall be voluntary participants in the plan. After that date, participation shall be a condition of employment for new employees.
  - e. All eligible part-time teachers who are regularly employed less than full-time shall be entitled to benefits accruing to regular full-time teachers. The Board's contribution towards the premium costs of these fringe benefits shall be calculated on the same basis as full-time teachers.
  - f. Teachers who take unpaid leave of absence for any reason, shall not be eligible for benefit coverage, save and except that they may maintain their Medical Insurance, Extended Health Benefits, Dental Plan and Group Insurance coverage by paying one hundred percent (100%) of the premium costs for same.
8. Teachers, who are off work on Long Term Disability coverage, shall be eligible for benefit Medical Insurance, Extended Health Benefits, Dental Plan and Group Insurance coverage for a period of twelve (12) months from the date they ceased receiving benefits from the BCTF Salary Indemnity Plan (Short Term) by paying their normal share of the premium costs for same, where applicable. Thereafter, they may maintain these benefits by paying one hundred percent (100%) of their premium costs.
9. Teachers in receipt of Long Term Disability Benefits on January 1st, 1992 shall continue to be eligible for benefit coverage according to this article until age 65 or retirement, whichever comes first.
10. Death Benefits
- a. 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 two (2) months' salary to the widow or widower of the deceased, or to a beneficiary specified in advance by the teacher, or in the event no beneficiary is specified, to the estate. 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. The death benefit shall be paid within a week of the death.
  - b. The Board shall continue to provide Medical, Extended Health, Dental benefits and EAP to the dependents of the deceased employee for a period of six (6) months after the death of the employee. Such continuation shall be paid in full by

the Board. The dependents shall be notified in writing of the terms of this provision at the time of payment of death benefit.

**Article B.12 Category 5+ [Effective September 1, 2007]**

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

- b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to B.12.1 and B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

### **Transition Process**

Note 1:

1. In school districts where Category 5+ existed on June 30, 2006:
  - a. This Article shall be effective September 1, 2007 at which time the criteria and processes in effect at June 30, 2007 shall no longer be applicable. [B.20.4.e effective until August 31, 2007]
  - b. Notwithstanding the above and the provisions of this Article, all employees assigned to Category 5+ as at June 30, 2007 shall be deemed to possess the qualifications as per this Article.
2. In school districts where Category 5+ is being newly implemented:
  - a. This Article shall be effective retroactively to April 1, 2006. Employees shall have until June 30, 2008 to submit to the employer the TQS Category 5+ Card for payment of a retroactive salary adjustment.

Note 2:

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

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

### **Article B.20 Initial Placement**

**[Refer To Appendix B – Salary Schedule And Memorandum Of Agreement Issue No.4 – Placement On Salary Grid]**

1. Placement on Schedule
  - a. Except as otherwise provided, the placement of each teacher upon the Schedule shall be in accordance with the teachers' qualifications as most recently determined by the Registrar of the Ministry of Education for placement in Categories 3 and 4, and by the Teacher Qualification Service for placement in Categories 5 and 6 or closest category on the Schedule. The Salary Schedule is a basic scale, however, and the Board reserves the right to pay any teacher a salary higher than that provided in the Schedule subject to the approval of the Joint

Committee; however, any teacher may be paid a salary above placement in the initial year of appointment.

- b. Any teacher teaching under a Letter of Permission shall be placed upon the Schedule at not less than Category 4-0. Their placement in a higher category shall be dependent on the decision of the Board.

## 2. Increments

- a. Providing that a teacher has not reached the maximum salary according to his or her certification and experience, an increment shall be awarded annually as of September 1st, or January 1st of each year. A minimum of eight (8) months full time employment is required to constitute a year's experience under this clause.
- b. Part-time teachers who teach less than full-time in the District shall receive credit for one (1) year's experience at the end of every year in which continuous part-time service has accumulated to one (1) year's full-time experience. Eight (8) months' equivalent full-time employment is required to constitute a year's experience. Experience credit is not retroactive beyond January 1, 1970.
- c. Teachers on maternity leave as defined under the Employment Standards Act [eighteen (18) weeks] shall have the duration of leave, to a maximum of eight (8) months, counted as continuous service for salary purposes. This clause shall apply on a pro rata basis to part-time teachers.

## 3. Salary Protection

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

## 4. Categories 3, 6 and 5 + 15

- a. Any teacher placed in Category 6 who has not obtained a Masters' degree shall receive the Category 6 basic salary less \$400 per annum.
- b. Any teacher placed on staff as of December 31, 1979, whose placement on Schedule is 2/EB maximum will be placed on the Salary Schedule at 3/EA-7 less \$400 per annum and will not receive increments until such time as their teacher qualifications are revised by the Registrars of the Ministry of Education and/or Teacher Qualification Service.
- c. All teachers presently on Category EA (3) will be placed at the equivalent salary placement on the PC (4) scale.
  - i. Teachers presently at EA (3) - 9 years experience will be placed on the PC (4) - 6 years and red circled at that level.

- ii. Teachers who have not achieved the maximum on the EA category may continue to receive increments up to and including the PC (4) - 6 year level.
- iii. Any teacher presently in the EA category that upgrades and submits TQS certification at the PC category may continue to earn increments to the PC (4) - 9 years maximum level.
- d. Should any newly hired teacher have EA certification then that teacher will be placed on the PC scale and will be subject to the procedures set out in Article B.20.4.c.
- e. [Effective September 1, 2007, Article B.20.4.e is replaced by PCA B.12. See also Provincial LOU No. 14 for Transitional Provisions.]

Effective September, 1992, teachers possessing a Category 5 professional certificate, plus 15 further units of acceptable university credit in accordance with this article shall be paid on the category 5 + 15 scale (new Category 6). The following criteria shall determine applicability of courses for the category 5 + 15 units:

- i. Courses must be senior courses numbered 300 or higher.
- ii. The superintendent may also give consideration to specialized courses of study.
- iii. Courses must be in no more than two different academic areas other than education, and must be related to the teacher's current teaching assignment, or must have been approved in advance by the superintendent.
- iv. Units must not have been used toward present or prior certification, within the last ten (10) years.
- v. The superintendent may, at his discretion, give consideration to courses that are outside of two (2) different academic areas under subsection (iii), or which have been completed more than ten (10) years ago under subsection (iv), provided such courses are relevant to the teacher's current teaching assignment and/or sufficiently current.
- vi. Written application and approval of future courses must be obtained from the superintendent prior to taking courses. Teachers already in possession of units will have the applicability of their courses evaluated by the superintendent.
- vii. Teachers must apply in writing and provide an official university transcript of acceptable university credit to the superintendent for payment under this article. Payment shall be from the first day of the month following completion of the courses, provided the teacher in question has

notified the superintendent that he/she will be eligible by the previous March 15th.

viii. It is understood that teachers currently enrolled in a Master's Program as of May 22nd, 1992 are not eligible to be paid category 5 + 15.

\*\* Lift above Category 5, at all steps, to be seventy percent (70%) \*\*

\*\* Present Category 6 will be renumbered Category 6M \*\*

## 5. Recognition of Teaching Experience

- a. Any certified teacher shall be granted full credit up to the maximum provided in his or her category for any teaching experience gained in publicly-funded independent schools in British Columbia and schools under public authority in Canada, the British Commonwealth or the USA.
  - i. A minimum of eight (8) months' full-time employment during one school year or one calendar year is required to constitute a year's experience.
  - ii. Two periods of full-time employment, each of less than the above minimum of eight (8) months but each four (4) months or more, may be combined to constitute a year's experience.
  - iii. For teachers new to the District, previous periods of teaching services of less than four (4) months during a school calendar year may not be combined to carry credit.
  - iv. Maternity leave service as defined in Article B.20.2.c shall be recognized as service under this clause for teachers who were on approved maternity leaves when previously employed on a full-time basis with the District.
- b. Experience gained in another occupation is recognized for placement on the Salary Schedule as follows:
  - i. Teachers of Industrial Education courses shall be allowed credit in the form of a maximum of two (2) increments on scale for completion of a certified apprenticeship training or its equivalent. Increments will be granted only in cases where a teacher spends over one-half of his teaching time in the field of Industrial Education.
  - ii. Teachers of Commerce or Industrial Education shall be allowed credit for one-half of their acceptable trade experience up to a maximum of eight (8) years on scale. Increments will be granted only in cases where a teacher spends over one-half of his or her teaching time in the applicable subject field.

NOTE: The equivalent of certified apprenticeship and the 'acceptable' trade experience referred to in Article B.20.5.b shall be determined by the Superintendent of Schools and the Chairperson of the Association's Bargaining Committee or their appointee.

### **Article B.21 Pension Plan**

1. The Board shall advise all employees, including teachers on call and teachers who are engaged in a less than half-time capacity, that it is a condition of employment to contribute to the Teachers' Pension Plan (or Municipal Superannuation Plan if the employee is not eligible for enrolment in the Teachers' Pension Plan). The Board shall ensure that the appropriate deductions are made and remitted to the Superannuation Commission.
2. Subject to the rules and regulations of the Superannuation Commission, the Board shall remit to the Superannuation Commission, the employer's share of contributions to the above pension plans for all employees:
  - a. currently working in the bargaining unit;
  - b. on paid leave of absence;
  - c. on any leave of absence where pension is covered in the article governing the leave;
  - d. on exchange;
  - e. seconded to the Department of National Defense;
  - f. seconded to a university or college;
  - g. seconded to the College of Teachers;
  - h. one teacher on Association Officer's leave.

### **Article B.22 Personnel Clause**

1. Placement of the salary schedule will be:
  - a. in accordance with the category assigned by the Teacher Qualification Service subject to Article B.20 of the current teacher salary Agreement;
  - b. in accordance with years of experience as determined by the current teacher salary Agreement;
  - c. effective the first of the month of initial employment or the first of the month following the effective date of a change in certification/categorization.

2. Each teacher shall submit all documentation required by the District to establish salary placement. Such documentation shall be submitted no later than November 30th for teachers commencing employment in September and within three (3) months of commencement of employment or change in certification/categorization for all teachers. If delays occur in obtaining documentation, the teacher shall be responsible for so advising the Board in writing at the time limits stated above. An extension until May 31st shall not be denied.
  - a. Teachers shall be paid at minimum rates until all this information is provided.
3. At the time of appointment, the District shall advise the teachers, in writing, of the documentation required to establish initial salary placement, the deadline noted in Article B.22.2 and the requirement to advise the Board of any delay expected in meeting this deadline.
4. The Board shall advise the teacher when any documentation has not been received.
5. Each teacher shall be responsible for advising the Board in writing of any change in certification/categorization immediately after an application has been submitted for change. If delays occur in obtaining documentation, the teacher shall be responsible for advising the Board in writing at the time the delay occurs.
6. The Board shall provide each teacher an application or enrolment form for participation in all benefits as determined in the current teacher salary Agreement. In the event the teacher does not wish to participate in any particular benefit plan, the application or enrolment form must be so noted and signed by the teacher and kept on file by the Board.
7. If the teacher should incur an accident on the job, it must be reported to his/her immediate supervisor as soon as possible. To comply with Workers' Compensation regulations, a Form 7 must be filed within 48 hours of the accident.
8. The Board shall advise all teachers, including certified teachers on call who are over age 55 upon appointment or who are engaged in a capacity of less than half-time that they may elect to contribute to the Teachers' Pension Plan through submission of a request to the Board, a copy to the Commissioner of Teachers' Pensions, that pension contributions be deducted.
  - a. The Board shall advise all teachers and certified teachers on call working half-time or more in a month that they must have pension plan contributions deducted from their pay cheques.
9. The Board shall advise each teacher in writing at the end of each month of his/her accumulated sick leave.



### **Article B.23 Part-Time Teachers' Pay And Benefits**

1. Part-time teachers shall be paid that portion of their regular scale placement that relates to their percentage appointment.
2. The amount of non-instructional time for part-time teachers shall be as specified in Article D.21 of this Agreement.
3. Part-time teachers shall be eligible to participate in all insurance, benefit, and pension plans which are available to full-time teachers, provided the terms of such plans permit their participation.
4. Part-time teachers shall accumulate and be eligible to use sick leave provisions as specified in Article G.32 in this Agreement in the same proportion as that determined for payment of salary under Article B.23.1.
5. Full-time teachers who transfer from a full-time (100%) assignment to a part-time assignment under Article C.23.1 shall be considered to be on leave of absence for that portion relative to a full-time assignment that they are not assigned, so that they may purchase pensionable service to provide for a full year of pension credit subject to the provisions of the Pension (Teachers') Act or the Municipal Superannuation Plan. Upon the request of the teacher the Board shall provide a letter to the teacher and the Superannuation Commission, confirming the leave status.

### **Article B.24 Employee Assistance Plan**

1. The Board and the Association will continue to support the Employee Assistance Plan as per the Letter of Understanding of December 11th, 1989.
2. The Plan is administered by a Committee composed of the Board, the Association, CUPE, Excluded Staff, Clerical Staff, administrative officer representatives and Senior Administrators.
3. Participation in the Employee Assistance Plan by employees shall be confidential and shall be by self-referral only.

### **Article B.25 Summer School and Night School Payment**

A teacher employed to give instruction in a summer school or in a night school program leading to Grade 12 graduation, shall be paid 1/1000 of regular annual salary for each hour of instruction.

## Article B.26 Posts Of Special Responsibility

### 1. Job Descriptions

The Board, in consultation and agreement with the Association will draw up job descriptions and procedures for appointments for all positions of special responsibility, including, but not limited to, acting administrative officers, department heads and/or department coordinators, and the French and Russian Coordinators. These descriptions shall be the recognized job descriptions for such positions.

### 2. New Positions

The Board, in consultation with the Association, shall prepare a new job description whenever a new position of special responsibility is created or whenever the duties of any such position are changed or increased.

When such a position is created or changed, the allowance shall be subject to negotiations between the Board and the Association.

### 3. Allowances

- a. Coordinator of the French Language Program will receive an allowance over placement on basic salary scale:

July 1, 2006:	2.5% increase:	\$1,052.68
July 1, 2007:	2.5% increase:	\$1,078.99
July 1, 2008:	2.5% increase:	\$1,105.97
July 1, 2009:	2.5% increase:	\$1,133.62
July 1, 2010:	2.0% increase:	\$1,156.29

- b. Coordinator of the Russian Language Program will receive an allowance over placement on basic salary scale:

July 1, 2006:	2.5% increase:	\$1,052.68
July 1, 2007:	2.5% increase:	\$1,078.99
July 1, 2008:	2.5% increase:	\$1,105.97
July 1, 2009:	2.5% increase:	\$1,133.62
July 1, 2010:	2.0% increase:	\$1,156.29

- c. Each year the Board shall establish a fund at the Grand Forks Secondary School in the amount of 100 times (x) the teacher on call rate. This fund is intended to be used for the school's departmental coordination. The school staff committee and the administrative officer shall discuss and mutually determine how this fund is to be utilized each year.

**Article B.27 Teacher in Charge**

1. At the beginning of each school year, the administrative officer in each school shall select up to three (3) teachers in the school who are willing to serve as teacher in charge during the year.
2. In the event that all administrative officers assigned to the school are absent and the Administration feels it is necessary to appoint a teacher in charge, the appointment shall be made from among the three (3) teachers so selected.
3. When no one indicates a willingness to serve or those who are selected are unavailable, the administrative officer may appoint some other teacher from that school to fill the capacity.
4. Teacher in charge shall assure that the safety of the students and that the regular routine and security of the school are maintained. They shall deal with emergent matters, with assistance from District supervisory staff, as required, but in no event shall a teacher in charge be required to evaluate and/or discipline other teachers and/or support staff.
5. When appointed as teacher in charge for a half day or longer, the employee shall be provided with a teacher on call.
6. While serving as teacher in charge, the teacher shall be covered by all the terms and conditions of this Agreement.
7. When serving as a teacher in charge, the teacher in question shall be paid an allowance over placement on basic salary scale of \$50.00 per day and \$25.00 per half day, for each day so served.

	Per Day	Per Half Day
July 1, 2006: 2.5% increase:	\$51.25	\$25.63
July 1, 2007: 2.5% increase:	\$52.53	\$26.27
July 1, 2008: 2.5% increase:	\$53.84	\$26.93
July 1, 2009: 2.5% increase:	\$55.19	\$27.60
July 1, 2010: 2.0% increase:	\$56.29	\$28.15

**Article B 28 First Aid**

1. The Board recognizes the value to the District to have staff with qualified first aid training. The Board will reimburse staff for the course fees incurred in obtaining a certificate in either St. John's or Industrial Class "C" First Aid Courses.
2. The following payments shall be made to a maximum of two (2) designated employees who hold the following Industrial First Aid Certificates:

Ticket Designation	July 1, 2006 2.5% increase:	July 1, 2007 2.5% increase:	July 1, 2008 2.5% increase:	July 1, 2009 2.5% increase:	July 1, 2010 2.0% increase:
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Level 1	\$ 522.75	\$ 535.82	\$ 549.22	\$ 562.96	\$ 574.23
Level 2	\$ 679.58	\$ 696.57	\$ 713.98	\$ 731.83	\$ 746.47
Level 3	\$ 836.40	\$ 857.31	\$ 878.74	\$ 900.71	\$ 918.72

3.
  - a. In consultation with the Staff Committee the Administrative Officer will designate employees who hold the accepted certification.
  - b. In order to be eligible for the above allowances, the employee(s) involved will be expected to perform normal first aid duties in their schools, at any time during the school day, when called upon by the administrative officer or designate.
  - c. While the first aid attendant is performing normal first aid duties in his/her school it is understood that the administrative officer will ensure that the class of the attendant is supervised while he/she is absent from his/her class.

**Article B.29 Part Month Payments and Deductions**

1. The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the teacher.
2. 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.
3. For purposes of the above clause, 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 any) which are authorized by this Agreement (or statutes) in respect of such leave of absence shall be made from the monthly payment required in that article.
4. 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 the greater of the following amounts:
  - a. 1/20 of regular monthly salary for each day taught; or
  - b. full regular monthly salary less 1/20 of the salary for each day not taught.
  - c. In no event shall a teacher receive more than 1/10 of his/her annual salary in a given month.

**Article B.30 No Cuts In Salary**

1. No employee covered by this Agreement shall suffer a reduction in salary solely as a result of implementation of this Agreement.

2. Salary is understood to mean basic pay and is determined by the employee's placement on the grid known as the "Salary Schedule" in this Agreement. Allowances are not included in the term "salary".
3. This article will not apply to temporary teachers or TOC's who may suffer a salary cut because of the movement to the Grand Forks Teachers' Collective Agreement.

### **Article B.31 Board Deduction of College Fees**

The Board shall, on behalf of all teachers in its employ, deduct from salary, the full cost of the annual fees required for membership in the B.C. College of Teachers established under the Teaching Profession Act and remit the same to the College when notified of the fees by the Association or the College.

## **SECTION C EMPLOYMENT RIGHTS**

### **Article C.1 Resignation**

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

### **Article C. 2 Seniority**

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

- i. Service as a teacher on call shall be credited one (1) day for each day worked and one-half (1/2) day for each half-day worked;
  - ii. Nineteen (19) days worked shall be equivalent to one (1) month;
  - iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.
- c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with paragraph 1.
- 4. Effective July 1, 2006, an employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.
- 5. No employee shall accumulate more than one (1) year of seniority credit in any school year.
- 6. Any provision in the Previous Collective Agreement which provides a superior accumulation and/or application of seniority than that which is provided pursuant to this article, shall remain part of the Collective Agreement

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

**Local Provisions**

- 7. Definitions
  - a. Seniority [Refer to Memorandum of Agreement Issue No. 3 – Seniority]
    - i. In this article, "seniority" means an employee's aggregate length of service as a continuing contract employee teacher with School District No. 51. When a term employee is appointed to a continuing contract, the seniority of such employee shall include his/her aggregate length of service previously employed as a term (temporary) employee. For purposes of calculating seniority, part-time teaching shall be credited fully as if it were full-time service.
    - ii. In addition to the provisions of Article C.2.7.a.i, the seniority for an employee on a continuing contract shall include:
      - 1. Teacher on call seniority accumulated pursuant to PCA Article C.2.3; and
      - 2. Seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.

- iii. When the seniority of two or more employees is equal pursuant to Article C.2.7.a.i and C.2.7.a.ii, the employee with the greatest aggregate length of recognized service in British Columbia which has been recognized for salary purposes shall be deemed to have the greatest seniority.
- iv. When the seniority of two or more employees is equal pursuant to Article C.2.7.a.iii, the employee with the greatest aggregate length of service recognized for salary purposes shall be deemed to have the greatest seniority.
- v. When the seniority of two or more employees is equal pursuant to Article C.2.7.a.iv, the employee with the earliest written acceptance of an offer of employment with the Board shall be deemed to have the greatest seniority.
- vi. For the purposes of this article, approved leaves of absence shall count towards service with the Board.

8. Seniority List

The Board shall, by October 15th of each year, forward to the Association a list of all teachers employed by the Board in order of seniority as of September 1 of that year. The Association, by November 15th of that year, shall confirm or challenge in writing the seniority list. If notice of acceptance or challenge is not received by November 15th, these lists will be deemed as being correct.

**Article C.3 Layoff – Recall – Severance Pay**

1. Principle of Security

The Board and the Association agree that increased seniority entitles teachers covered by this Agreement to commensurate increase in security of teaching employment.

2. Security of Employment Based on Seniority and Qualifications

- a. The Board may reduce the total number of teachers employed by the Board only for bona fide educational reasons such as declining enrolment or for budgetary reasons. Where layoff of teachers is necessary for those reasons, the teachers to be retained on the teaching staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
- b. The Board shall give each teacher it intends to lay off pursuant to this article, 45 days' notice in writing, such notice to be effective at the end of a school term, and to contain the reason for the layoff, and a list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority. The Board shall concurrently forward a copy of such notice to the Association.
- c. The term "seniority" shall be interpreted as defined in Article C.2.



d. The term "qualifications" shall be interpreted as defined in Article C.3.3.a.

3. Definitions

a. Qualifications [Refer to LOU – Geographic Areas: Layoffs, Displacement, Recall, Transfer]

Necessary qualification with respect to a teaching position means a reasonable expectation based on the certification, capability, related experience, training and demonstrated ability that the teacher will be able to perform with reasonable support, the duties of the position in question in a satisfactory manner.

4. Teachers' Right to Recall

a. When a position of the teaching staff of the District becomes available, the Board shall, notwithstanding any other provisions of this article, first offer recall to the teacher who has the most seniority among those laid off pursuant to this article, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and 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 right of recall pursuant to this article.

b. A teacher who is offered recall pursuant to Article C.3.4.a shall inform the Board whether or not the offer is accepted within three (3) working days of the receipt of such offer.

c. The Board shall allow ten (10) working days, from an acceptance of an offer under Article C.3.4.b for the teacher to commence teaching duties; the Board and the teacher may mutually agree to extend this time limit provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed. The Board may employ a term teacher or teacher on call for the position until the teacher accepting the position is available.

d. A teacher's right to recall under this section is lost if:

i. the teacher refuses to accept two positions, of equal or greater percentage of time, for which the teacher possesses the necessary qualifications; or

ii. two years elapse from the date of lay off under this article and the teacher has not been recalled;

iii. the teacher notifies in writing that he/she is no longer available;

iv. the teacher fails to respond to a notice of recall within a week of the receipt of notice;

- v. the teacher elects to receive severance pay under Article C.3.8;
  - vi. Article C.3.4.d does not apply if at the time of such offer the teacher would be entitled to maternity leave or parental leave, or with the approval of the superintendent, when the teacher is attending university.
- e. Upon recall, a teacher shall be entitled to retain continuing contract status on the staff of the District. The maintenance of continuing status shall not prevent the offer and acceptance of an assignment to a position which is temporarily vacant or temporarily existing.
- i. The Board may request each teacher with right of recall to provide a contact address and to notify the Board should the address provided change. Delivery by double registered mail to that address shall constitute notice as required in Article C.3.4.d.
5. The Board shall maintain a recall list. Copies of the list shall be forwarded to each person on the list and the Association by October 15th each year and each time the list is revised due to recall.
6. Sick Leave
- A teacher recalled pursuant to this article shall be entitled to all sick leave credit accumulated at the date of layoff.
7. Benefits
- A teacher who retains rights of recall pursuant to Article C.3.4 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this article. Payment of the full cost of such benefits will be made by the Board for the first two months of layoff and thereafter by the teacher.
8. Severance Pay
- a. A teacher on continuing appointment in this District who has one or more years of employment and who is laid off, save and except a teacher who is terminated or dismissed for just cause, may elect to receive severance pay within two (2) years following the date of layoff.
  - b. Severance pay shall be calculated at the rate of five percent (5%) of one year's salary for each completed year of service to a maximum of two (2) year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of the teacher's layoff.
  - c. A teacher who received severance pay pursuant to this article and who, notwithstanding Article C.3.4.d, is subsequently rehired by the Board, shall retain any payment made under the terms of this section, and in such case, for purposes

only of Article C.3.8.b, the calculation of years of service shall commence with the date of such rehiring.

9. Severance pay shall apply only to teachers on continuing appointments.
10. Provided a teacher has neither been recalled nor accepted severance pay within the first year of layoff pursuant to this article, and provided also that he/she had ten (10) years continuous service with the Board at the time of layoff, then the Board undertakes to provide a financial incentive to that teacher to upgrade or retrain. Such incentive will be limited to a maximum of \$6,000. The teacher agrees to provide evidence of his/her upgrading. In the event that a suitable vacancy is not available after such retraining then the teacher's rights will be determined in accordance with the other provisions of this article.

### **Article C.20 Employment Contracts**

All teachers, other than teachers on call, appointed by the Board to the teaching staff of the District shall be placed on continuing contracts of employment, except for term appointments (Article C.24).

### **Article C.21 Discipline and Dismissal for Misconduct; Just and Reasonable Cause; Due Process**

1. The Board shall not discipline or dismiss a teacher bound by this Agreement save and except for just and reasonable cause.
2. Where an employee is under investigation by the Board for any cause, the employee and the Association shall be advised in writing of that fact and of the particulars of any allegations immediately, unless reasonable grounds exist for concluding that such notification would prejudice the investigation. In any event, the employee shall be notified at the earliest reasonable time and before any discipline action is taken by the Board.

The employee shall be advised of the right to be accompanied by a representative of the Association at any meeting in connection with such investigation.

3. Other than a suspension to which Section 15(5) of the School Act reasonably applies, the Board shall not discharge an employee, or suspend an employee without pay, unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present, unless the Association waives the right to such meeting, in respect of which;
  - a. the employee and the Association has been given 72 hours notice,
  - b. at the same time such notice is given, the employee and the Association shall be given a full and complete statement, in writing, of the grounds for the

contemplated action and all documents that will be considered at the meeting. Submission of subsequent documentation may cause postponement of the meeting a further twenty-four (24) hours, if the Association so requests,

- c. the Association, on behalf of the employee, may file a written reply to the allegations prior to the meeting.
  - d. at such a meeting the employee shall be accompanied by representative(s) and/or advocate(s) appointed by the Association, 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, and to question any person presenting evidence to the Board,
  - e. the decision of the Board shall be rendered and communicated within ten (10) school days, in writing, to the employee and the Association and shall contain a full and complete statement of the grounds for the decision.
4. Unless there are compelling reasons, the Board shall not release to the media or the public, information in respect of the suspension or dismissal of a teacher except as mutually agreed.
  5. Where a suspension of an employee is contemplated under Section 15(4) or 15(5) of the *School Act, R.S.B.C. 1996. C. 412* with amendments, the Board shall notify the Association immediately and a meeting shall be held with the superintendent and a representative of the Association prior to any action being taken. In cases of suspension under Section 15(5), where the superintendent believes it is necessary to suspend a teacher before the meeting referred to above is held, such meeting shall take place as soon after the suspension as possible, but in any event within seventy-two (72) hours.
  6. Where an employee is suspended under Section 15(4) or 15(5) of the *School Act, R.S.B.C. 1996. C. 412* with amendments, the Board shall, prior to taking further action under Section 15(7), hold a meeting in accordance with Article C.21.3 above, unless the right to such meeting is waived by the Association.
  7. Where an employee has been suspended under Section 15(4) of the *School Act, R.S.B.C. 1996. C. 412* with amendments, payment of salary and benefits may be continued, at the discretion of the Board, until the charge has been upheld by a court or an arbitration board has ruled on the suspension.
    - a. Where an employee has been suspended under Section 15(5) of the *School Act, R.S.B.C. 1996. C. 412* with amendments, suspension shall be with full pay and benefits until a Board hearing has been held in accordance with Section 15(7).
  8. Where an employee has been dismissed, the Association shall have the option of referring a grievance regarding the dismissal directly to arbitration as provided for in Article A.6.
  9. At an arbitration in respect of the discipline or dismissal of an employee, no material from the employee's file may be presented unless the material was brought to the

employee's attention and no material which has been removed from the file pursuant to Article E.29 (Personnel Files) may be presented.

10. No disciplinary action shall be defeated merely because of a technical error as defined by Labour Relations Code Section 156.

### **Article C.22 Dismissal for Less Than Satisfactory Performance**

1. The Board may dismiss a teacher under this article if:
  - a. A teacher is in the first year of appointment and the Board has received two (2) reports pursuant to Article 506 (Evaluation of Teaching) indicating that the learning situation in the class or classes of the teacher is less than satisfactory.
  - b. After a teacher has completed one (1) year of term/continuing appointment and the Board has received at least three (3) consecutive reports pursuant to Article E.26 (Evaluation of Teaching) indicating that the learning situation in the class or classes of the employee is less than satisfactory.
2. The reports referred to in Article C.22.1 shall have been prepared in accordance with the process established in Article E.26 (Evaluation of Teaching) of this Agreement, and in accordance with the following conditions:
3. Except for a teacher in the first year of an appointment, the reports are written within a period of not less than twelve (12) months and not more than twenty-four (24) months, excluding time off due to illness, leave or retraining and such period not to include the time during which the employee is participating in an agreed upon plan of assistance pursuant to Article E.26.5 or the leave granted in Article C.22.8.
4. The reports leading to dismissal shall be written by at least three (3) different evaluators, one of whom shall be a Superintendent of Schools or Assistant Superintendent of Schools; the other reports shall be written by an administrative officer, Director, Assistant Superintendent of Schools or Superintendent of Schools;
5. The reports shall be written independently of each other, and the report writers shall not collaborate with regard to the results;
6. 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 Association of such intention and provide an opportunity for the teacher and her/his representative to meet with the superintendent and the Board within fourteen (14) days of such notice.
7. Where, subsequent to such meeting, the Board decides to dismiss a teacher pursuant to Section 122.1 of the *School Act, R.S.B.C. 1996. C. 412* with amendments, it shall issue notice of dismissal at least one month prior to the end of a school term, to be effective at the end of that school term, setting out the grounds for such action.

8. Where an employee who has completed one (1) year of service receives a first or second less than satisfactory report, as per Article E.26 (Evaluation of Teaching), the employee, may:
  - a. Request a transfer to another position within the District for which he/she has the necessary qualifications, in which case the Board shall reasonably attempt to arrange same. In such cases, the teacher in question, the Board, the Association and the incumbent occupying the position into which the teacher intends to transfer, if applicable, must all agree before the transfer is made.
  - b. Request, and be granted, an unpaid leave of absence of up to one year for the purpose of taking a program of professional or academic instruction designed to assist the teacher, which program must be approved by the superintendent prior to the leave being granted.
  - c. When an employee is accommodated under sections a) or b) above, the evaluation cycle commenced prior to the transfer or leave will be completed after the employee occupies the new position or returns from the leave, as the case may be, provided that, in the case of a return from a leave of absence, such evaluations shall be undertaken not less than forty (40) school days nor more than one hundred and twenty (120) school days after the employee has returned to duties.

### **Article C.23 Part-Time Teachers' Employment Rights**

1. Prior to February 28th, a teacher with a continuing full-time appointment to the teaching staff of the District may, without prejudice to that appointment, request a part-time assignment for the subsequent school year, specifying the fraction of time requested, and the length of time for which the part-time assignment is requested. The Board shall not unreasonably deny such requests.
2. When the request under 306.1 of this article is granted by the Board, the teacher shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the Board has made the part-time assignment. The teacher may return to a full-time assignment at an earlier date or may extend the period of part-time teaching, by agreement with the Board, if reasonable notice of the request for earlier or later return has been given.
3. A teacher with a continuing part-time appointment, may, without prejudice to that appointment, request an additional temporary part-time appointment.
4. Two continuing full-time teachers may jointly request, before February 28th, a specified job sharing assignment as outlined in Article C.23.1, for the subsequent school year.
5. Where teachers share in an assignment and agree to teach during the absence of their job sharing partner, they will receive their full regular wage for the duration of the time taught.

## **Article C.24 Term Teachers' Employment**

1. A teacher may be placed on a term appointment if:
  - a. the teacher holds a letter of permission, or;
  - b. the teacher is appointed to replace a teacher on leave of absence, or;
  - c. the teacher is appointed to a position that is temporarily created by the Board for bona fide educational reasons or is a result of enrolment fluctuations, or;
  - d. the teacher is appointed to a position after the beginning of the school year.
2. The Board agrees to provide to the Association no later than October 1 in any school year, a list of teachers hired on term contracts for the school year, and a list of positions the Board considers temporarily existing or temporarily vacant for the school year.
3. Effective September 1, 1991, term teachers who have accumulated twelve (12) months FTE aggregate service as a term teacher during the previous three (3) years, and who are reappointed to the teaching staff of the District in the next school year shall be converted to continuing contracts.

## **Article C.25 Teachers on Call Hiring Practices**

1. The Board shall maintain a list of persons who are qualified and have requested to be placed on the list of teachers on call for the school year. The Board shall forward a copy of such a list to the Association in the month of September, and in the month of January in each school year.
2. When appointing teachers on call, the Board shall select a person on the list qualified for the assignment who possess a valid B.C. Teaching Certificate, in preference to a person not possessing such a certificate.
3. The teacher on call initially assigned to a class where the regular teacher is absent on an "until further notice" basis shall continue in the assignment until the absent teacher returns, provided the teacher on call has the necessary qualifications for the assignment and is performing in a satisfactory manner.
4. Where the work of persons employed as teachers on call is not to the satisfaction of the principal, the person shall be so informed of the reasons for the dissatisfaction.
5. Principals and teachers in the school should make every effort to provide complete information on school operations and routines, expectations of the teacher on call, classroom assignment and responsibilities, special duties to be performed and what the teacher on call may expect in support in dealing with student behaviour problems.

These explanations should be in writing and be supplemented by oral statements where necessary.

## **Article C.26 Retraining**

1. Upon written notification within twelve (12) months of the receipt of termination under Article C.3 (Layoff-Recall-Severance Pay), an employee shall be entitled to extend the provisions of recall for the purpose of retraining to qualify for another position with the Board.

The program of retraining shall be mutually agreeable to the teacher and the Board and will not exceed one (1) year except as agreed beforehand. It is understood that the employee is eligible for financial incentive pursuant to Article C.3.10 of the Layoff-Recall-Severance Pay Article. In the event that the employee elects to retrain pursuant to this article, the Board shall amend the effective date of the termination notice to coincide with the beginning of the school term which next follows the expiry of the period of leave, or of any extension thereof.

2. The employee, after retraining, shall be entitled to be assigned to a position that is vacant, provided he/she possesses the necessary qualifications. In the event that no suitable position exists after retraining then he/she will be placed on the recall list at the previously held seniority level.



## **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 51 (Boundary). See Article D.21

#### **Article D.5 Middle Schools**

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

- c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
  - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - iv. The hearing shall commence within a further ten (10) working days; and
  - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
  
- 6. Where a middle school program has been established on or prior to ratification of this Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

**Article D.20 Intentionally Left Blank – Removed By Legislation**

**Article D.21 Hours of Work**

- 1. Instructional time shall be defined as time during the instructional week devoted to teaching courses and lessons, including curricular activities and study periods but does not include class changes, registration, recess, lesson preparation time or other non-instructional time.
  
- 2. Instructional/Preparation Time
  - a. Maximum instructional time for full time elementary teachers shall consist of 1,325 minutes of a maximum 1,500 minute week.
  - b. The implementation of this article shall entitle full time elementary teachers to receive preparation time of 100 minutes/week.
  - c. Maximum instructional time for full time secondary teachers shall be 1,320 minutes.
  - d. The implementation of this article shall entitle full time secondary teachers to receive preparation time of 12.5% one (1) block in eight (8).
  - e. Preparation time for full time elementary and secondary teachers shall be in blocks of not less than thirty (30) minutes.
  
- 3. Maximum instructional time for part-time teachers shall be prorated.

4. In the event that Boundary Central Secondary School (BCSS) uses a timetabling system other than linear or a standard semester system (two semesters, each one being five months), the existing Collective Agreement language between the Kettle Valley Teachers' Association and School District No. 13 (Kettle Valley) contained in Article D.2 (attached as Appendix "C" to this collective Agreement) shall replace the language in Article D.21 of the Boundary District Collective Agreement.

#### **Article D.22 Regular Work Year**

1. The annual salary established for employees covered by this Agreement shall be payable in respect of the regular teacher's work year which shall not exceed those days in session per school year, prescribed in the Ministry of Education calendar, inclusive of no fewer than five (5) non-instructional days, and one (1) year end administrative day.
2. A teacher who is requested in writing by either the Superintendent of Schools or an administrative officer to work more than the prescribed calendar days and who agrees to such employment shall be paid at the rate of 1/200th of her/his annual rate of pay for each full day or portion thereof worked.

#### **Article D.23 Supervision Duties (Noon Hour)**

1. No member of the Association shall be required to perform routine school supervision duties during the lunch period.
2. Routine supervision during the lunch period shall mean the supervising at the request of the principal or other administrative personnel of students who may be in classrooms, lunchrooms, cafeterias, hallways, stairways, designated spectator areas, gymnasiums, or on the school grounds during the lunch period, but shall not include supervision of other school functions, meetings, or other similar or like duties, functions or voluntary undertakings. During the school lunch period shall mean the period of time within a school's organizational timetable designated as the school's lunch hour or lunch break.
3. In the event that a teacher is asked to perform routine supervision during the lunch period, then such teacher shall, in addition to his/her regular salary, be paid for such duties at the rate of 1/1000 of a year's salary per hour or any portion of an hour.

#### **Article D.24 Regularly Scheduled Supervision**

1. No teacher shall be required to perform more than thirty (30) minutes per week of scheduled supervision prior to the start of the instructional day and/or after completion of the instructional day.
2. The Administration of each school shall develop a schedule for such supervision in conjunction with the staff of the school. This schedule shall, as much as possible, ensure that such supervision is assigned to the staff of the school in an equitable fashion.

### **Article D.25 Supervision of Special Needs Students**

The classroom teacher shall not be responsible for the supervision of physically handicapped/medically fragile (Level 2 and 3) students:

- a. During coffee and lunch breaks for special needs support staff.
- b. Before and after regular class hours.

### **Article D.26 Extra Curricular Activities**

1. In this Agreement, extracurricular programs and activities include those that are beyond the activities relating to the provincially-prescribed and locally determined curricula of the School District.
2. While the Board and the Association agree that extracurricular activities contribute to the physical, social and emotional development of students, the Board recognizes that involvement by a teacher in extracurricular activities is on a voluntary basis.
3. For the purpose of insurance and liability, teachers, while involved in extracurricular activities, shall be considered to be acting in the employ of the Board.

### **Article D.27 Teachers on Call Availability & Working Conditions**

1. When a teacher (with assigned classroom duties) is absent from a school for a half day or longer, then the administrative officer shall employ a teacher on call, if available, to replace that teacher upon being informed of such absence.
2. The deployment of teacher on call within a particular school is the responsibility of the administrative officer, who will, under normal circumstances, have the teacher on call assume only the duties of the teacher he/she is replacing. For sound educational reasons, an administrative officer may request a teacher on call to take an assignment different than that of the teacher he/she is replacing. The administrative officer shall inform the teacher on call of the duties he/she will be expected to perform at the time of the call-out.

### **Article D.28 Staff Meetings**

1. Staff meetings are defined as meetings called by administrative officers which are to be attended by all the staff assigned to a school.
2. At least three (3) working days notice shall be given in advance of regular staff meetings, including the agenda of items to be considered.
3. All staff members shall have the right to place items for consideration on the staff meeting agenda.

4. Written minutes of staff meetings shall be kept and circulated to all staff members.
5. Recognizing the desire of teachers to reasonably limit the number and duration of staff meetings held in their schools and subject always to the right of administrative officers, under the *School Act R.S.B.C. 1996. C. 412 with amendment* and Regulations, to hold staff meetings which teachers are required to attend, the administrative officer(s) of each school shall meet with the school's staff committee, at the start of each school year, to develop a mutually acceptable schedule of regular staff meetings to be held in the school in that year. This section is not intended to limit the right of administrative officers to hold additional staff meetings should circumstances warrant.
6. Teachers shall not be required to attend staff meetings:
  - a. which commence prior to one hour before classes begin or which conclude later than one and one-half hours after dismissal of pupils;
  - b. during recess or during the noon intermission;
  - c. on weekends, holidays or other days when school is not in session.
7. Part-time teachers are encouraged to attend all regular staff meetings.

#### **Article D.29 Technological Change**

1. For the duration of this Agreement, the parties agree to the following provisions regarding technological change and further agree that the provisions of the *Labour Relations Code. R.S.B.C. 1996. C. 244 with amendment* will not apply.
2. Technological change means the introduction of different equipment, different material or different language, or the changed method of operation as a result of the introduction of different equipment, different material or different language which affects the terms, conditions or security of employment of a significant number of employees and alters significantly the basis upon which the Agreement was negotiated.

Technological change does not include normal layoffs as contemplated by Article C.3 (Layoff-Recall-Severance Pay) of this Agreement.
3. Where the Board proposes to effect a technological change it will advise the employees affected by the change no later than ninety (90) days prior to the term in which the change will become effective, setting out the nature of the change and the date of the proposed change. Once such notice has been given, the Board agrees to discuss the matter with the Association.
4. The notice of intent to introduce a technological change shall contain:
  - a. the nature of the change;
  - b. effective date of the change;

- c. the appropriate number, type and location of Association members affected by the change;
- d. the anticipated effects the change may have on Association members.

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

5. Prior to implementation of technological change the parties agree to negotiate alternatives to assist those whose security of employment is affected and failing a mutually agreed settlement between the parties, the Association may refer the matter to arbitration pursuant to Article A.6 (Grievance Procedure).

### **Article D.30 Health and Safety**

1. A goal of the District is that classes be conducted in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic, safe and conducive to effective learning.
2. An adequate, accessible supply of disposable gloves and disinfectant shall be provided in each school for teachers required to deal with students' blood or other body fluids.
3. The parties will ensure that employees are familiar with the provisions of the Workers' Compensation Board's health and safety regulations regarding the right of employees to refuse to perform unsafe work.
4. The Board shall ensure that each work site has a copy of the *Occupational Health and Safety Regulations of the Worker's Compensation Act*.
5. All schools must have in place adequate plans agreed to by staff committees which deal with bomb threats, fire and earthquakes.

### **Article D.31 Occupational Health and Safety Committee**

1. It is agreed that the Board shall establish and adequately train an Occupational Health and Safety Committee in accordance with the Workers' Compensation Act Regulations. The Committee shall be composed of not fewer than six (6) members, chosen by and representing equally, the Association, CUPE and the Board.
  - a. The Board shall ensure that members have the opportunity to attend Workers' Compensation Board sanctioned and/or related in-service workshops to ensure they are adequately trained.
2. The chairperson and secretary shall be elected from and by the committee members. Where the chairperson is an officer of the Board, the secretary shall be a Union member, and vice versa.

3. The committee shall promote safe working conditions and safety awareness amongst teachers, staff and students. The committee shall consider matters pertinent to health and safety and may make recommendations to the Board.
4. The committee shall meet monthly to review and consider:
  - a. Safety recommendations made by staff and/or committee members.
  - b. Reports of current accidents, their causes and means of prevention.
  - c. Remedial action taken or required by Municipal, Provincial inspections and Insurance agency reports.
5. A record of the proceedings and recommendations made by the committee shall be forwarded promptly to the Unions, the Board and the Workers' Compensation Board.

#### **Article D.32 Student Medication and Medical Procedures**

1. Teachers have a duty to render assistance in an emergency.
2. Teachers shall not be called on to administer medication nor administer other medical procedures on a regular basis.
3. When isolation or other exceptional circumstances prevent the foregoing from being applicable and teachers are requested to administer medication, the following conditions constitute prerequisites:
  - a. Teachers volunteer to provide the service;
  - b. Teachers receive adequate training appropriate to the required duties from the public health nurse concerning the administration of the medication;
  - c. The Board shall ensure that schools establish systems for administering medication in such situations after consultation with parents, family physicians, the public health nurse and the medical health officer.
  - d. The student's parent(s) or legal guardian(s) has requested the school's assistance and signed a written release absolving the Board, the school and the teacher(s) in question from any and all liability arising from the administration of the medication.
  - e. Written authorization has been received from the student's attending physician.
  - f. The public health nurse has been informed so that a Medic Alert Card may be completed.



### **Article D.33 Local Association Involvement in Board Budget Process**

Representatives of the Local Teachers' Association shall have the right to participate at any public meeting where the School Board or local School Board officials or administrators are considering budget information. The Association shall have the right to meet with the Board's Budget Committee to discuss budget information.

### **Article D.34 Hazardous Materials**

1. The Board will ensure that the Workplace Hazardous Materials Information System (WHMIS) is fully implemented as required in all school sites and workplaces in the District.
2. The Board will ensure that the Health and Safety Committee is sufficiently trained to make sure that all employees understand the WHMIS labels and the Material Safety Data Sheets (MSDS), and that all affected employees are fully instructed in precautionary measures concerning specific materials.

### **Article D.35 Beginning Teachers**

1. Wherever practicable, beginning teachers shall be provided with teaching conditions designed to assist them in being successful in their first year of employment.
2. Considerations may include, but are not limited to, the following:
  - a. a carefully designed teaching assignment whereby the most demanding classes are not the responsibility of a beginning teacher, and
  - b. the assignment of a reasonable number of subject preparations, to beginning teachers, if possible, within their area of training.
3. The parties shall form a joint committee to discuss further strategies to assist beginning teachers and to develop a mentorship program during the term of this Agreement.

### **Article D.36 Teacher Involvement in Planning New Schools**

When new school construction or major school renovations are planned in a school District, the Board shall include in the planning process representatives of the staff of the applicable school or in the case of a new school, representatives of the Teachers' Association.

### **Article D.37 Home Education**

1. Educational services required for home education students as defined in *School Act R.S.B.C. 1996. C. 412 with amendment*, Part II, Div. 4, Sec. 12 and 13 and *School Act*

*R.S.B.C. 1996. C. 412 with amendment and Regulations, Section (3)*, shall be provided by one of the following:

- a. an administrative officer;
  - b. classroom teacher provided with additional release time, when circumstances warrant, mutually agreed upon by the teacher and the applicable administrative officer;
2. A teacher providing home education shall only enter a home to provide instruction when a parent/guardian is present.

## **SECTION E PERSONNEL PRACTICES**

### **Article E.1 Non-Sexist Environment**

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

### **Article E.2 Harassment/Sexual Harassment**

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

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

### 3. Resolution Procedure

#### a. Step 1

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

b. Step 2

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

c. Step 3

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

4. Remedies

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

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

5. Informal Resolution Outcomes

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

conduct.

6. Training

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

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

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

**Article E.20 Appointments to the Teaching Staff**

- 1. The Board shall post notices in all schools of all positions for which appointments to the teaching staff of the District will be required.
- 2. Advertisements and application forms for appointment to the teaching staff of the District shall not include reference to extracurricular activities and programs, and such matters shall not form part of any contract of employment.
- 3. Prospective appointees shall be informed, insofar as is practicable, of the nature of the assignments.
- 4. The administrative officer of the school shall provide new appointees with a suitable program of orientation.

## **Article E.21 Posting Vacant Positions**

1. For the purposes of this article vacancy means a newly created continuing or term position, or an existing continuing or term position vacated by the incumbent, which the Board intends to fill. Copies of all postings shall be forwarded at the time of posting to the Association President.
  - a. When it can be reasonably determined that a vacant position will be vacant for an extended period (e.g. twenty (20) days or more) the position will be posted and filled as a term appointment.
  - b. When it can be reasonably determined that a position occupied by a teacher on call will continue for an extended period (e.g. twenty (20) days or more) the position shall then be posted as a term position.
2. All vacancies shall be posted, for a period of five (5) working days, on bulletin boards in all schools and centres in the District as soon as they become known.
3. At the end of the posting period, vacancies may be advertised outside of the District.
4. During July and August vacancies shall be posted at the Board office with a copy to the Association, and copies of each posting shall be forwarded to any teacher who has requested to receive same.
5. Every posting shall contain the following information:
  - a. Identification of the teaching position to be filled (e.g., subject area(s), grade level(s) and work location), full time or specified part time, and any other salient descriptive information;
  - b. Start date and, if applicable, end date;
  - c. Required qualifications, which shall be reasonable, bona fide requirements for the position.
6. Prospective appointees shall be informed in writing of the nature and location of the position, the expectations of the Board and of the school and of the learning, working and living conditions in the District, prior to appointment.
7. Advertisements and application forms for appointment to the teaching staff of the District shall not include reference to extra-curricular activities and programs and such matters shall not form part of any contract of employment.

## **Article E.22 Filling Vacant Positions**

1. The Board shall fill vacancies other than those for positions of special responsibility on the basis of seniority and necessary qualification, as defined in Article C.2 and C.3.



2. Positions shall be filled as soon as possible at the end of the posting period.
3. In filling any position, qualifications shall be those stated in the posting.
4. When a vacancy is posted after September 1 and a currently employed teacher is the successful applicant, but the educational and operational requirements of the District do not permit that teacher to immediately assume the duties of the posted position, the Board may employ a term teacher temporarily in such position until the earliest time its requirements reasonably permit the successful applicant to be released, which shall in no event be later than the start of the next school year.
5. If a continuing teacher is the successful applicant for a term position, then at the end of the term position the continuing teacher shall return to his/her former school in which he/she was a continuing teacher.

### **Article E.23 Offer of Appointment to the District**

1. An applicant for appointment shall be entitled to rely on a representation of the Superintendent, or designate, that an offer of an appointment has been made, or that an appointment has been made, or with respect to the terms of such offer or appointment.
2. Employees shall confirm offers of employment, by mail or facsimile, within forty-eight (48) hours of the offer being made by the Superintendent, or designate, and the offer shall be deemed to be accepted upon the Board's receipt of same.
3. The Board shall confirm an applicant's appointment to the District, by mail or facsimile, within forty-eight (48) hours of receipt of employee's acceptance of an offer.

### **Article E.24 Transfers Initiated by the Board**

1. The Board shall have the right to transfer teachers covered by this Agreement for bona fide educational reasons, for budgetary reasons and for reasons of fluctuating or declining enrolment. The Board shall not exercise this right in an arbitrary or capricious fashion. The Board shall not transfer teachers for culpable disciplinary reasons.
2. The Superintendent shall meet with a teacher who he/she is intending to transfer at least one (1) month prior to making a recommendation to the Board in this regard. Without limiting generality, the nature of the transfer and the reasons for it shall be discussed at this meeting.
3. The teacher shall have the right to appeal the Superintendent's recommendation to the Personnel Committee of the Board prior to the Board making a final decision on the matter.
4. The teacher shall have the right to be accompanied by a representative of the Association at any meetings held under this article.

5. Transfers initiated by the Board shall be completed no later than May 15th in any school year to be effective at the start of the next school year, save and except when such transfer is necessitated by circumstances not reasonably known to the Board.
6. Any teacher who has been transferred, without agreement, shall not be subject to a further Board initiated transfer, without agreement, for three (3) school years. In addition, he/she shall be entitled to preference for posted vacancies for which they have the necessary qualifications, seniority notwithstanding.
7. A teacher who is transferred for reasons of projected enrolment decline, position reduction or other similar reason shall have the opportunity of returning to the position previously held in the event that the projected factors do not actually materialize.
8. When the Board transfers a teacher to an assignment involving a significantly different grade level or significantly different subject area, the teacher shall be provided with reasonable support and in-service release time to ensure professional retraining commensurate with the degree of change of assignment.
9. In addition, the Board shall have the right to transfer any two (2) teachers who wish to exchange positions, provided the Association agrees to such transfer.

#### **Article E.25 Assignments in the School**

1. Assignments within a school shall be determined by the administrative officer, after considering the following:
  - a. qualifications of the teachers in the school,
  - b. experience of the teachers in the school, and
  - c. personal preference of the teachers in the school.
2. Assignments will not be used as disciplinary measure.
3. A staff meeting shall be held in each school, on or before May 30 of each year, to discuss the proposed timetable and staff assignments for the next school year.
4. Teachers shall have their assignments for the next school year confirmed by their administrative officers as soon as possible before the end of the school year.
5. If a teacher is not satisfied with the assignment, he/she may appeal to the administrative officer. If the matter is not resolved to the teacher's satisfaction, the teacher may, within seven (7) calendar days, appeal the matter to the Superintendent. The teacher may be accompanied by a representative of the Association at the meetings with the administrative officer and the Superintendent under this section.

## **Article E.26 Evaluation of Teaching**

1. The Association and Board encourage teachers and administrators to develop a variety of positive and effective strategies for maintaining a high level of instruction and supervision. We believe that students are best served when a high quality of classroom instruction and teaching performance is provided and maintained, and when positive encouragement of and adequate assistance for teaching performance is provided. To this end it is agreed that there shall be a system of formal information collection and evaluation and developed plans of assistance when required as provided for in this article.
2. The parties intend that the provisions of this article shall apply to all reports written on the evaluation of a teacher and no supplementary written or oral reports contrary to the intent of the reports shall be made.
3. The report shall provide an assessment of the work of the teacher and the learning situation in the teacher's class or classes during the current school year.
  - a. 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.
4. Evaluations shall be conducted on the following basis:
  - a. At least 20 school days prior to commencing observations, the evaluator shall meet with the teacher and discuss the purposes of the evaluation, the time span, schedule of observations and criteria to be applied.
  - b. A teacher evaluation may be conducted at any time but it is expected that a teacher new to the District will be evaluated in his/her first year of employment. Subject to Article C.22 Dismissal for Less Than Satisfactory Performance, a report on other teachers shall normally be written not more than once every five (5) years. Teachers who have not had a report from this District for two (2) years may request and receive a report.
  - c. The general criteria of effectiveness shall relate to those aspects of the teaching/learning situation which can reasonably be expected to be the teacher's responsibility and over which the teacher has control.
  - d. Unless it is mutually agreed otherwise, each report shall be based on not less than three (3) nor more than six (6) observations which reflect the teacher's assignment.
  - e. The teacher shall have the opportunity to select at least half the observation times. No observations shall be made in the first twenty (20) school days of an assignment or in the changed portion of a new assignment.

- f. The teacher shall notify the report writer of any special circumstances he/she believes should be taken into consideration. Reports shall state any discrepancies between the teacher's assignments, professional training and/or past experience.
  - g. Following each observation, the evaluator shall discuss with the teacher, his/her observations. Notes shall be shared and discussed with the teacher that day or within the next five (5) school days on which both are in attendance.
  - h. The teacher shall be given a draft copy of a report at least two (2) school days prior to preparation of the final copy. The teacher shall have the opportunity of meeting with the evaluator in the company of a member of the Association to discuss the draft and suggest changes to it and, in advance, shall inform the administrator of this intent.
  - i. The teacher shall have the right to attach comments to all copies of the formal report.
  - j. The final report shall be filed in the teacher's personnel file at the school District office. A copy shall be given to the teacher at the time of filing.
  - k. An evaluation report shall be completed and made available to the teacher before May 30th of the school year in which the evaluation commenced.
  - l. Reports shall be prepared only by an administrative officer of the school to which that teacher is assigned or by an appropriate District officer. Reports shall be prepared independently and without collusion.
  - m. The content of a teaching report shall be a specific, objective description of teaching performance based solely on personal observations and information gathered by the evaluator.
5. In the event that a teacher receives a less than satisfactory report a professionally supported plan of assistance shall be made available to the teacher. The teacher and the Association shall have the right to attach comments to the plan. Where the plan of assistance is implemented, it shall be completed before another report is initiated.
- a. If there is a subsequent less than satisfactory report the teacher shall again receive assistance as specified in Article E.26.5.
  - b. The time provided to a teacher for improvement will be subject to the time constraints of Article C.22.3.
6. A report may be written on an on call teacher, should the on call teacher so request and the time constraints of this article can reasonably be expected to apply.

### **Article E.27 No Discrimination**

Both parties agree that there will be no discrimination against any person on the basis of race, color, creed, age, physical handicap, gender, sexual orientation, religious or political affiliation, national origin, marital status, whether she/he has children, or because she/he is participating in the activities of the Association, carrying out the duties as a representative of the Association, or involved in any procedure to interpret or enforce the provisions of the Collective Agreement.

### **Article E.28 Race Relations**

1. The Board and the Association do not condone and will not tolerate any expression of racism.
2. District and school staffs shall take appropriate individual and professional action to eliminate all forms of behaviour derogatory toward ethnic and cultural groups in our schools.
3. Any written allegation of racism within the School District will be investigated by the superintendent and the results reported to the Board.
4. In instances where alleged propagandist or prejudicial conduct results in a dispute which cannot be resolved at the school level, the superintendent shall convene a committee comprised of a teacher, a school administrator, and a resource person appropriate for the case concerned. The committee shall hear any student and staff reports on the situation and, if deemed advisable, investigate them further. It shall report its deliberations to the superintendent for presentation to the Board.

### **Article E.29 Personnel Files**

1. There shall be only one personnel file for each teacher, maintained at District offices. Any file relating to a teacher kept at a school shall be forwarded to the District personnel file or destroyed when the teacher leaves that school.
2. Teachers and their representatives who have been authorized in writing to do so may examine their personnel file during normal business hours, provided that such examination takes place in the presence of either the superintendent, the Secretary-Treasurer, the applicable administrative officer or designate appointed by the Board.
3. The School Board agrees that only factual material and material relevant to the employment of the teacher, shall be maintained in personnel files.
4. The teacher shall be informed when material of a disciplinary nature is placed in the teacher's personnel file and a copy of the material will be given to the teacher.
5. Where material critical of the teacher, or in the nature of a reprimand, is placed in the file, the teacher may request to have the material removed after an appropriate period of time

provided that no further material of that nature has subsequently been filed or is documented related to a serious incident.

### **Article E.30 School Act Appeals**

1. Where a pupil and/or parent/guardian files an appeal under the *School Act R.S.B.C. 1996. C. 412 with amendment* (Section 11) and Board By-law of a decision of a teacher covered by this Agreement, or in connection with or affecting such a teacher;
  - a. the teacher and the Association 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 Association; and
  - c. the teacher shall have the opportunity to provide a written reply to any allegations contained 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 policy of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Agreement.

### **Article E.31 Complaints Against Teachers**

1. Where a pupil and/or the parent/guardian of a pupil files a formal complaint, in writing, (not formalized under Section 11 of the *School Act R.S.B.C. 1996. C. 412 with amendment*) with the superintendent or an administrative officer regarding the conduct, work or decisions of a teacher and the nature of such complaint is such that it does not reasonably fall under Article C.21, the complaint shall be processed in the following fashion:
  - a. The teacher shall immediately be notified of the complaint, and shall be entitled to receive all documents relating to the complaint.
  - b. The superintendent or administrative officer, as the case may be, shall convene a meeting with the teacher, the pupil and or the parent/guardian also in attendance to discuss and hopefully resolve the complaint. The teacher shall have the right to be accompanied by a representative of the Association at this meeting.
  - c. The teacher shall have the opportunity to provide a written reply to any allegations contained in the complaint, if the teacher so desires.

- d. When the complaint is not resolved at the above meeting, the superintendent or administrative officer shall take such actions as he/she feels are necessary to finalize the complaint. When the superintendent or administrative officer believes that just cause may exist to discipline the teacher as a result of the complaint, the teacher and the Association shall be informed. A meeting of the superintendent or the administrative officer, the teacher and a representative of the Association shall be held to discuss the matter, prior to any disciplinary action being taken.

**Article E.32 Falsely Accused Employee Assistance**

- 1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising his/her duties as an employee of the Board, and
  - a. an investigation by the Board has concluded that the allegation of sexual abuse or misconduct is not true; or alternatively
  - b. the teacher is acquitted of all criminal charges in relating to the accusation, if criminal charges are laid; and
  - c. an arbitrator, if applicable, considering discipline or dismissal of the teacher concludes that no discipline is warranted as a result of the charge, the teacher shall be entitled to assistance from the Board as provided in this article:
    - i. The teacher and the teacher's family shall be entitled to all reasonable specialist counseling and/or medical assistance under the Employee Assistance Plan to deal with negative effects of the allegations.
    - ii. The teacher shall be assisted to the fullest possible extent by the Board in assuring successful return to teaching duties, including any necessary period of leave of absence, first priority for transfer to any vacant position requested by the teacher provided he/she has the necessary qualifications and, where requested by the teacher, provision of factual information to parents by the Board.
    - iii. Subject always to Article E.32.1.a.iv below, the Board shall indemnify the teacher for his/her legal costs incurred in defending against the criminal charges arising out of the allegation, provided in order to be eligible for such consideration, the teacher must notify the Board as soon as possible after becoming aware of the charges.
    - iv. Article E.32.1.iii notwithstanding, the Board shall in no event be responsible to indemnify a teacher for any legal costs should the teacher subsequently be found guilty of any criminal activity arising out of the allegation.

## **SECTION F      PROFESSIONAL RIGHTS**

### **Article F.20   Professional Development**

1.      The Board and the Boundary Teachers' Association agree to establish a Professional Development Fund for the expenditure of in-service training and workshops.
2.      The Board shall contribute three hundred forty-six dollars and sixty-two cents (\$346.62) and one (1) teacher-on-call day per FTE teacher, as at September 1st. The Boundary Teachers' Association shall contribute thirty-four dollars and sixty-seven cents (\$34.67) per FTE teacher. Effective Sept.1, 2002, the Board shall contribute three hundred fifty-five dollars and twenty-nine cents (\$355.29) and one (1) teacher-on-call day per FTE teacher, as at September 1st, and the Boundary Teachers' Association shall contribute thirty-five dollars and fifty-three cents (\$35.53) per FTE teacher.
3.      This amount shall be paid into the fund by September 30th of each year.
4.      The fund will be maintained by the Board but administered by a Professional Development Committee consisting of teachers representing the different schools in consultation with the Superintendent of Schools.
5.      The chairperson of the Professional Development committee will be elected at the annual election of officers of the Boundary Teachers' Association.
6.      All applications for funds to the Professional Development fund which have been approved will be submitted to the superintendent's office for notification.
7.      The Board and the Boundary Teachers' Association will both increase their share of the Professional Development amount as set out in Article F.20.2 by one hundred percent (100%) of the percentage the grid is increased in annual salary agreements.
8.      Funds not expended during the current contract year shall be carried over into the next contract year as a funded liability.

### **Article F.21   Educational Change**

1.      The Board and the Association shall form a Joint Educational Change Committee to deal broadly with educational change, and/or curriculum development matters. The Committee will comprise three (3) representatives appointed by the Association from among the teaching staff of the District and three (3) representatives appointed by the Board from among their number and/or the administrative staff of the District.

The Committee shall establish its own rules and procedures. The Committee's mandate shall be to support and facilitate school based implementation activities and it may make recommendations to the Board on the particular educational change and/or curriculum



development matter in question. In making these recommendations, the Committee may consider the following:

- a. the criteria which should be used to measure success of the educational and/or curricular change,
  - b. training and in-service required by the change,
  - c. appropriate time-lines for implementing the change,
  - d. the resources necessary to adequately implement the change, and
  - e. other considerations deemed appropriate by the Committee.
2. Any subcommittees or additional committees formed to deal with the implementation of specific educational and/or curriculum change shall have a majority of teacher representatives and shall report to the Joint Educational Change Committee.
  3. The funding required to support this committee in meeting its mandate shall be determined by the Board in consultation with the committee.
  4. The Board will make available to the committee any information received from the Ministry of Education pertaining to curricular change and funding information.

#### **Article F.22 Non-Instructional Days**

All of the available non-instructional days as prescribed in the Ministry of Education School Calendar shall be used as follows:

1. up to one (1) day may be used for administrative or professional development purposes as determined by the Board;
2. up to one (1) day may be used for District wide in-service activities as determined by the Board;
3. up to one (1) day shall be used for joint professional development activities to be determined jointly by the Association and the Board;
4. the remaining non-instructional days prescribed may be used for professional development activities at the discretion of school staff in consultation with their administrative officers;
5. should the days referred to in Article F.22.1 and F.22.2 not be used, then they shall revert to the use described in Article F.22.4;
6. additionally, there is one (1) day at year end for administrative purposes that is not taken out of the available non-instructional days.

Non-instructional days shall be considered as instructional days for salary purposes.

### **Article F.23 School Accreditation**

1. The parties agree that Ministry policy or School Act and Regulations covering accreditation, shall constitute the provisions under which school accreditation processes shall occur.
2. When accreditation of a school is voluntary, it shall only take place when the majority of the staff of that school wish to undertake the process.
3. The school staff shall:
  - a. establish the goals and objectives of the accreditation process;
  - b. make recommendations to the Board on the resources which it believes should be committed to the process, which recommendation may include but is not limited to the following:
    - i. staff release time,
    - ii. clerical support, and
    - iii. appropriate technology.
4. The Board shall ensure that all funds and resources available from the Ministry in support of the accreditation/assessment process shall be dedicated to that process.
5. A committee of the Board shall meet with the school's accreditation steering committee to develop a mutually agreeable implementation plan, including implementation time-lines and funding requirements, for those recommendations on which there is an agreement between the external team and the school staff. At the request of the school's steering committee the Board's committee shall meet with the steering committee to discuss and update the implementation plan on an ongoing basis.
6. If a school staff is dissatisfied with School Board actions in implementing recommendations in the accreditation report, a grievance may be filed.

### **Article F.24 Professional Autonomy**

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.32 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.30 Compassionate Leave for short term compassionate leaves of up to seven days.]

## **Article G.20 Leave Plans**

### **1. Definitions**

#### **a. Long Term**

Leave of absence classified as 'long term' shall be all those leaves which exceed ten (10) consecutive school days.

Granting of such leaves subject to Article G.20.2.e.

#### **b. Short Term**

Leave of absence classified as 'short term' shall be all those leaves which do not exceed ten (10) consecutive school days.

c. Without Pay

Where short term leave is granted 'without pay' the deduction in salary shall be 1/200th of the teacher's salary for each day.

d. Cost of Teacher on Call

Where short term leave is granted, teacher to pay the cost of his/her replacement or teacher on call. If no replacement is required the teacher will pay the daily certified teacher on call rate, such funds will be credited to the BDTA Professional Development Fund.

e. Immediate Family

Wife, husband, child, mother, father, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, including a person who is or was a legal guardian or dependent of the teacher, and persons living in the same household.

2. Applications

a. Requests for leave of absence, other than those through the Boundary District Teachers' Association Professional Development, are to be submitted to the Principal for submission to the Superintendent of Schools, using the Leave of Absence Request Form.

b. If, for adequate reason, a request is submitted by letter rather than on the appropriate form, then the Principal should include his comments on the regular application form and attach the teacher's letter.

c. Long Term - All applications except those necessitated by ill health or for maternity reasons must be submitted to the Superintendent of Schools, in writing, prior to February 28, in order to commence the next school year, or four (4) months prior to any natural break in the school year.

d. Short Term - All applications must be submitted to the Superintendent of Schools well in advance of the requested time of absence. Emergent circumstances may demand 'after the fact' action.

e. Applications for leave must be approved by the superintendent, or designate, educational and operational requirements permitting.

Requests for leave under this article shall not be unreasonably denied.

3. Return to Work
  - a. From Long Term Leave
    - i. It is the requirement of any granted leave of absence that the teacher, on or before March 31st, inform the superintendent of his/her intentions for the coming school year.
    - ii. All teachers on long term leave of absence will return to work at the date specified under the particular leave clause or at a time agreed to by the teacher, principal and superintendent.
  - b. From Short Term Leave
    - i. All teachers on short term leave of absence will return to work at the conclusion of their granted time of leave or sooner, if possible.
  - c. Employees returning from leave of absence of one year (ten school months) or less shall be assigned:
    - i. to the school at which they last taught or, if no position is available at this school, then
    - ii. to a school in the same geographical region.
    - iii. For the purposes of this clause, the geographical areas are those defined in Geographical Areas Letter of Understanding.

#### **Article G.21 Public Duties**

1. The Board shall grant, on written request, long or short term leaves of absence without pay:
  - a. for a maximum of 40 school days to teachers seeking election in a Municipal, Provincial or Federal contest;
  - b. to teachers elected to public office.
2. Application for such leave is made, initially, at the time of the pending opening of the vacancy but, in subsequent years, an annual extension of the leave of absence must be re-applied for by March 31 for the following school year.
3. Should the termination of the office held occur prior to March 31, after notice, the teacher will return to teaching duties on the following September 1.
4. After March 31, the teacher shall return to work the following school year providing that the Board is notified of such return no later than May 31 and after consultation with the Superintendent of Schools.

### **Article G.22 Community Participation Leave**

1. Employees are encouraged to undertake community responsibility by serving on government bodies or by representing their community abroad.
2. Short term leave may be granted for such purposes, which leave shall not be unreasonably denied.
3. Prior to accepting a position of community responsibility or on a government body, teachers are encouraged to preview their expected absences with the superintendent.

### **Article G.23 National or International Competitions**

Teachers who have the opportunity to represent the province or nation at National or International competitions may have leave of absence for up to five (5) days with pay.

### **Article G.24 Court Appearances**

1. The Board of School Trustees shall grant paid leaves of absence to teachers who serve as jurors or witnesses in a court action provided such court action is not occasioned by the employee's private affairs.
2. A teacher in receipt of his/her regular earnings while serving a court shall remit to the Board all monies paid to him/her by the court except amounts allocated by the Court for parking costs, daycare costs, travelling and living allowances.

### **Article G.25 Emergency Service Leave**

1. Where a teacher's services are required for emergency operations by request of the Department of National Defence, Provincial Emergency Programs or appropriate police authority, leave from work as required will be granted without loss of salary.
2. Any payment for services, not including travelling and living expenses, which are earned or given to the teacher, will be paid by the teacher to the School Board.

### **Article G.26 Graduation Exercises or Receiving Special Awards**

1. Leave of absence shall be granted, with pay, to a maximum of three (3) days to teachers to attend such ceremonies from which they will be receiving such awards from an accredited university.
2. Leave of absence shall be granted, with pay, for one (1) day for a teacher to attend such ceremonies for members of their immediate family. Two (2) extra days, without pay, may be granted for travel time.

## **Article G.27 Maternity Leave/Sub Plan**

### **1. Short Term Maternity Leave:**

- a. A pregnant teacher shall be granted upon request a leave of absence:
  - i. As provided for in Part 6 of the Employment Standards Act, or
  - ii. with the approval of the superintendent for an extended period of time so that the return to duty will coincide with the commencement of the following term or semester or following the Spring Break.
  - iii. A teacher on maternity leave pursuant to the provisions of the Employment Standards Act shall continue to participate in all fringe benefits if she so elects and the carrier permits. The Board will maintain its share of these benefits.
  - iv. Maternity leave up to eight months inclusive of the teacher's entitlement under the Employment Standards Act shall be counted as continuous service for salary purposes.
  - v. If, at the end of short term maternity leave, the teacher is unable to return to duty because of ill health, she will qualify for sick leave benefits within the usual accumulation and payment of sick leave provisions. A medical certificate must be provided verifying the teacher is unable to assume her teaching position due to ill health.
  - vi. Teachers seeking maternity leave shall endeavour to provide as much notice as possible.
- b. Return from Short Term Maternity Leave
  - i. A teacher returning from short term maternity leave under Article G.27.1.a in a school year subsequent to commencement of such leave shall be assigned to the same position held prior to going on leave provided such position continues to exist, or failing that, a comparable position. The superintendent and Association may be requested by the teacher to determine whether or not a position is suitable.
  - ii. A terminated pregnancy shall be treated in the same manner as a birth under the Employment Standards Act.
- c. Contingencies such as an incomplete pregnancy, the death of a child, or other special situations, shall be treated in the same manner as a birth under the Employment Standards Act and the maternity provisions of the Agreement.

### **2. Supplemental Employment Insurance Benefits on Maternity Leave:**



- a. When a pregnant teacher takes the maternity leave to which she is entitled pursuant to the Employment Standards Act, the Board shall pay the teacher:
    - i. 95 percent of her current salary for the first two weeks of the leave, and, where the teacher is eligible to receive EI maternity benefits,
    - ii. the difference between 95 percent of her current salary and the amount of EI maternity benefits received by the teacher, for a further twenty-five (25) weeks.
  - b. the parties agree to enter into the Supplemental Employment Benefit (SUB) Plan Agreement required by the Employment Insurance Act in respect of such maternity payment.
3. Early Return From Short Term or Extended Maternity Leave
- a. In case of an incomplete pregnancy, the death of a child, or other special situations, a teacher may submit a written application to return early to work.
  - b. The application for early return must be accompanied by a medical certificate of fitness.
  - c. The teacher may return to work if, after consultation with the superintendent, a position is available which fits the teacher's qualifications and expertise and which is advantageous to the educational process. The superintendent and the Association may be requested by the teacher to determine whether or not a position is available.

## **Article G.28 Parenthood**

1. Applications must be submitted before March 31 to take effect the following September. However, this notice may be waived in an emergency situation.
2. A teacher with a dependent child/children shall be granted upon request a parenthood leave of absence without pay for a stated period of time up to a maximum of 30 school months per child.
3. Parenthood leave shall also be granted in the case of legal guardianship.
4. Parenthood leave shall be counted for the purpose of seniority and experience with the Board.
5. A teacher returning from parenthood leave shall be assigned to a reasonably comparable position within the District commensurate with his/her qualifications and seniority.

### **Article G.29 Extended Personal**

1. The Board of School Trustees shall grant to a teacher extended personal leave of absence without pay for personal reasons for one (1) school year.
2. A teacher must have two (2) consecutive years of service with the Board.
3. Applications for this leave shall be made by March 31st, in writing, to the Superintendent of Schools stating the reasons the leave is required.

A reply to the applicant will be made prior to April 30th.

### **Article G.30 Compassionate Leave**

1. Serious Illness or Injury in the Family
  - a. Teachers shall have the right to access their yearly sick leave entitlement, with the approval of the applicable administrative officer, to a grand total of seven (7) days in any school year, for any or all of the following reasons:
    - i. serious illness or accident of a member of the teacher's immediate family, when it is reasonable to believe that such family member may not survive,
    - ii. serious illness of a member of the teacher's immediate family requiring the teacher's attendance, and
    - iii. specialist appointments for members of the teacher's immediate family, requiring the teacher's attendance, when such appointments cannot be scheduled outside of the instructional day.

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

- b. Unforeseen Circumstances

Leave of absence may be granted by the superintendent with or without pay, or at the cost of a teacher on call, to teachers for situations which are unforeseen and are of an emergent nature and may not be covered by other policies or regulations. Such absences must be for good and sufficient reasons acceptable to the superintendent. Such leave shall not exceed three (3) days in any one school year.

### **Article G.31 Discretionary Leave**

Teachers shall be entitled to two (2) days leave of absence in any school year. The leave will be granted at the cost of the teacher on call. Such leave must be submitted to the superintendent for approval.

## Article G.32 Sick Leave

1. If a teacher is absent from his/her duties for reason of illness or unavoidable quarantine or medical attention and has, if the Board so required, presented a certificate signed by a medical practitioner to that effect, the Board shall allow full pay for the number of days of the absence that is equivalent to 1 1/2 times the number of months taught by the teacher in the service of the Board after April 1, 1968, plus full pay for the number of days of the absence equivalent to the number of months taught by the teacher in the service of the Board prior to April 1, 1968, less the number of days during which the teacher has been absent for either or both of those reasons and for which the Board has previously allowed and paid full pay.
2. The number of days for which a teacher may be allowed full pay under Article G.32.1 in any one year shall not exceed one hundred and fifty (150).
3. If a teacher resigns from the Board's employ he or she will receive a statement of proof of the balance of all sick leave remaining to his or her credit at the time of resignation. Such proof shall be mailed to a teacher no later than January 15th for a teacher resigning December 31st or July 15th for a teacher resigning June 30th. A teacher who resigns or is released from contract at any other time of the school year shall receive a statement within fifteen (15) days after his/her resignation date.
4.
  - a. In the event a teacher resumes a position with the Board, the teacher will receive credit of all sick leave earned in School District No. 51 (Boundary) as noted in the statement of proof issued on resignation except for unused sick leave that was previously ported from SD No. 51 (Boundary) to another district, pursuant to PCA Article G.1.
  - b. Pursuant to PCA Article G.1, an employee who is rehired to SD No. 51 (Boundary) is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in his/her previous school district.
5. When a full-time teacher, who is in receipt of sick leave under this article because he/she is medically unfit to perform his/her normal teaching duties, provides a medical certificate to the Board stating that he/she is capable of working part-time, the Board may, at its discretion, offer such teacher a reduced assignment or a different assignment, on the basis of the following considerations:
  - a. the educational and operational requirements of the District and the applicable school reasonably permit such reduced or different assignment to be offered,
  - b. the learning situation of students is not unduly disrupted,
  - c. there is no significant cost to the Board as a result of offering such reduced or different assignment, and
  - d. the teacher in question has the necessary qualifications to perform such reduced or different assignment,

- e. when a reduced or different assignment is offered under this Section, the teacher in question shall continue to utilize his/her sick leave entitlement earned under this article for that percentage of his/her full-time assignment the teacher does not work.

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

### **Article G.33 Bereavement Leave**

1. The Board shall grant, upon written request to the superintendent, leave of absence, with pay, to a maximum of five (5) days in the case of a death in the immediate family.
2. Leave of absence in excess of five (5) days may be granted with or without pay upon written request to the superintendent.
3. 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, at cost of teacher on call, for travel.

### **Article G.34 Adoption Leave**

1. The Board, upon written request submitted to the superintendent, shall grant up to five (5) days adoption leave, with pay, to a teacher or teaching couple adopting a child to travel to receive a child, to undertake the necessary legal requirements; i.e., office visitations, etc., and to facilitate the child's smooth transition from hospital, foster home or institution.
2. In the case of adoption additional adoption leave shall be granted on request and shall comply with the provisions guaranteed under the Employment Standards Act (1991).
3. The teacher's portion of the cost of benefits, if necessary and carrier permits, shall be paid by the teacher.

### **Article G.35 Paternity Leave**

1. On the birth of a child or in the case of legal guardianship the father will be granted paternity leave with pay up to a maximum of two (2) days.
2. Parental leave shall be granted according to the provisions guaranteed under the Employment Standards Act (1991).

### **Article G.36 W.C.B. Leave with Pay**

1. Where a teacher suffers from a disease or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and he/she gains compensation under the Workers' Compensation Act, he or she shall not be required to use his/her sick leave credits for time lost.
2. All moneys received by a teacher by way of compensation for loss of wages under the said Act shall be paid to the Board in return for which the Board shall pay the teacher the full amount of his/her wages to which he/she would have been otherwise entitled but for the disability suffered or incurred.
3. 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.

### **Article G.37 Early Retirement Incentive Plan**

1. The Board will pay an allowance to teachers who retire from teaching in this District under the Teachers' Pension Plan, before reaching age 60, subject to the following conditions:

The teacher must:

- a. be age 55 or over,
  - b. have completed ten (10) years or more continuous service in their continuing appointment with the Board,
  - c. be actively employed at the time of retirement (including those on paid sick leave from the Board, but excluding those who have been accepted on SIP and LTD or who are on unpaid leave).
2. The allowance will be paid in one or more instalments as requested by the teacher and will be calculated as a percentage of the teacher's salary scale, exclusive of allowances, in the following amounts:

Age at Retirement	One Payment in First Year	Five Equal Payments in Five Years
60	25.0%	50.0%
59	28.5%	57.0%
58	32.0%	64.0%
57	35.5%	71.0%
56	39.0%	78.0%
55	42.5%	85.0%

3. The amount so calculated shall be on dates mutually agreed between the applicable teacher and the Secretary-Treasurer, starting in the teacher's first year of retirement.
4. The retiring teacher's age shall be defined by the Teacher's Pension Plan, namely, actual age at the effective date of retirement.
5. The above allowances shall be calculated on a pro rata basis in accordance with the average yearly percentage of time the applicable teacher actually worked in the five (5) years immediately preceding his/her retirement.
6. In order to be eligible for this incentive, teachers must apply in writing to the Secretary-Treasurer by March 31st of any school year, for retirement to take in the next budget year (i.e. after July 1st).
7. Provided the terms of the applicable policies permit, individuals who retire early under this article may maintain coverage on the following benefit plans for a maximum period of five (5) years by paying one hundred percent (100%) of the premium costs:
  - a. Dental,
  - b. Extended Health Benefits,
  - c. Group Insurance (if plan permits for retirees).
8. Upon request, the Board will advise teachers of applicable income tax provisions and encourage individuals to seek investment counselling to ensure receipt of payment in the most advantageous manner. The Board will have no liability as a result of such advice.
9. The Board reserves the right to restrict the number of Early Retirement Incentives it pays in any one year. Seniority shall be the deciding factor.

10. The provisions of this article are subject to compliance with all applicable legislative requirements.
11. In the event the Ministry initiates an Early Retirement Incentive, the Board shall have the right to modify the above plan so that the Board may avail of any funding provided by the Ministry for such purposes. In this eventuality, the amended plan shall pay benefits which are at least as great as those set out above.
12. This plan shall be implemented at no cost to the Board.

**Article G.38 Deferred Salary Leave Plan**

1. The Deferred Salary Leave Plan appended to this Agreement as Appendix "A" forms part of this Agreement.
2. The Deferred Salary Leave Plan shall be governed by a Deferred Salary Leave Plan Committee composed of three (3) members appointed by the Association and three (3) members appointed by the Board. The committee shall select a chairperson from amongst its members.
3. The committee shall determine any questions referred to it regarding the operation of the Deferred Salary Leave Plan including the selection and election of an eligible investor for the deferred compensation amounts.
4. During the period of leave, the teacher shall continue to receive Medical, Extended Health, Group Life Insurance and Dental Benefits in accordance with the Agreement.

Note: Further information on the Plan is available at the School Board Office.

## SECTION H SIGNATURES

Signed at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
For the Board  
Board of Education No. 51  
(Boundary)

\_\_\_\_\_  
For the Local  
Boundary District Teachers' Association

\_\_\_\_\_  
For the BC Public School Employers'  
Association

\_\_\_\_\_  
President, BC Teachers' Federation



# LOCAL APPENDICES AND LETTERS OF UNDERSTANDING

## APPENDIX "A"

### SCHOOL DISTRICT NO. 51 (BOUNDARY)

#### Deferred Salary Leave Plan Memorandum Of Agreement

I have read the terms and conditions of the Agreement between the **Board of School Trustees of School District No. 51 (Boundary)** and the **Boundary District Teachers' Association** setting up the Deferred Salary Leave Plan and understand same, and I agree to participate in the Plan under the following terms and conditions. I agree to indemnify and save the Board harmless from and against any and all liability, loss, damage, costs, or expenses which it may hereafter incur, suffer, or be required to pay by reasons of the participation of the Board in said Plan.

**1. ENROLMENT DATE**

My enrolment in the Plan shall become effective commencing \_\_\_\_\_, 20\_\_.

**2. NUMBER OF YEARS OF PARTICIPATION**

I shall participate in the Plan for \_\_\_\_\_ years (not to exceed six) and my Leave of Absence shall immediately follow thereafter but subject to the provisions of paragraph 3 below.

**3. YEAR OF LEAVE**

In accordance with Article 3 of the Income Tax Regulations, I shall take my Leave of Absence from \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_ but I shall have the right in accordance with clause 3.5 to postpone such leave for twelve (12) months provided this postponement will not move the commencement of the leave beyond six years from the date of enrollment in the Plan, and the School District shall have the right to defer such leave for twelve (12) months in accordance with clause 3.4 provided this postponement will not move the commencement of the leave beyond six years from the date of enrolment in the Plan.

**4. FUNDING OF LEAVE OF ABSENCE**

(Note: To be completed for the years up to the time in which the Leave of Absence specified in paragraph 2 above is to commence.)

In accordance with Article 2, I direct that the percentage amounts as set out in this clause be withheld from my Current Compensation Amount with respect to my participation in the Plan for the following years:

First Year \_\_\_\_\_  
 Second Year \_\_\_\_\_  
 Third Year \_\_\_\_\_  
 Fourth Year \_\_\_\_\_  
 Fifth Year \_\_\_\_\_  
 Sixth Year \_\_\_\_\_

**Note:** Not to exceed 33 1/3%  
 of my current  
 compensation amount.

I may, by written notice to the School District given one month prior to the anniversary date of my participation in the Plan, alter the percentage amounts for the next or any subsequent year.

Interest shall be calculated and credited to my account according to the Agreement between the Board and Concentra Trust.

**5. ACCOUNT WITH CUMIS LIFE INSURANCE COMPANY AS AGENT FOR CONCENTRA TRUST**

I agree to apply for and maintain a savings account with CUMIS Life Insurance Company as Agent for Concentra Trust..

**6.** Forward the application to the School Board Office.

DATE: \_\_\_\_\_  
 \_\_\_\_\_  
**TEACHER'S SIGNATURE**

**AGREED TO BY THE BOARD**

DATE: \_\_\_\_\_  
 \_\_\_\_\_  
**SECRETARY-TREASURER**

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**PERSONAL INFORMATION** (please print)

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**BIRTHDATE:** \_\_\_\_\_

**S.I.N.:** \_\_\_\_\_

**APPENDIX “B” SALARY GRIDS JULY 1, 2006 TO JULY 1, 2010**

**School District No. 51 BDTA Grid**

**Salary Schedule for July 1, 2006**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 38,966	\$ 42,745	\$ 45,722	\$ 46,768
<b>1</b>	\$ 41,062	\$ 45,119	\$ 48,303	\$ 49,421
<b>2</b>	\$ 43,157	\$ 47,494	\$ 50,883	\$ 52,074
<b>3</b>	\$ 45,253	\$ 49,868	\$ 53,464	\$ 54,728
<b>4</b>	\$ 47,348	\$ 52,243	\$ 56,045	\$ 57,381
<b>5</b>	\$ 49,444	\$ 54,617	\$ 58,626	\$ 60,034
<b>6</b>	\$ 51,539	\$ 56,992	\$ 61,207	\$ 62,688
<b>7</b>	\$ 53,634	\$ 59,367	\$ 63,788	\$ 65,341
<b>8</b>	\$ 55,730	\$ 61,741	\$ 66,368	\$ 67,994
<b>9</b>	\$ 57,825	\$ 64,116	\$ 68,949	\$ 70,648
<b>10</b>		\$ 66,490	\$ 71,530	\$ 73,301

School District No. 51 BDTA Grid

Salary Schedule for July 1, 2007

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 39,941	\$ 43,813	\$ 46,865	\$ 47,937
1	\$ 42,088	\$ 46,247	\$ 49,510	\$ 50,657
2	\$ 44,236	\$ 48,681	\$ 52,155	\$ 53,376
3	\$ 46,384	\$ 51,115	\$ 54,801	\$ 56,096
4	\$ 48,532	\$ 53,549	\$ 57,446	\$ 58,815
5	\$ 50,680	\$ 55,983	\$ 60,092	\$ 61,535
6	\$ 52,828	\$ 58,417	\$ 62,737	\$ 64,255
7	\$ 54,975	\$ 60,851	\$ 65,382	\$ 66,974
8	\$ 57,123	\$ 63,285	\$ 68,028	\$ 69,694
9	\$ 59,271	\$ 65,719	\$ 70,673	\$ 72,414
10		\$ 68,153	\$ 73,318	\$ 75,133

School District No. 51 BDTA Grid

Salary Schedule for July 1, 2008

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 40,939	\$ 44,908	\$ 48,036	\$ 49,135
1	\$ 43,141	\$ 47,403	\$ 50,748	\$ 51,923
2	\$ 45,342	\$ 49,898	\$ 53,459	\$ 54,711
3	\$ 47,544	\$ 52,393	\$ 56,171	\$ 57,498
4	\$ 49,745	\$ 54,888	\$ 58,882	\$ 60,286
5	\$ 51,947	\$ 57,382	\$ 61,594	\$ 63,073
6	\$ 54,148	\$ 59,877	\$ 64,305	\$ 65,861
7	\$ 56,350	\$ 62,372	\$ 67,017	\$ 68,649
8	\$ 58,551	\$ 64,867	\$ 69,728	\$ 71,436
9	\$ 62,567	\$ 67,362	\$ 72,440	\$ 74,224
10		\$ 71,603	\$ 77,030	\$ 78,937
<b>Benefit From Letter of Understanding No. 11 – 2008 Salary Harmonization:</b>				
2.5% GWI Only::	\$ 60,753	\$ 69,856	\$ 75,151	\$ 77,012
Harmonization:	\$ 62,567	\$ 71,603	\$ 77,030	\$ 78,937
Harmonization %	2.99%	2.50%	2.50%	2.50%

Letter of Understanding No. 12 Re: Teacher Supply and Demand Initiatives:

For the following schools, Step 10 differs from the Salary Schedule for July 1, 2008:

- Boundary Central Secondary
- Christina Lake Elementary
- Dr. D.A. Perley Elementary
- Grand Forks Secondary
- Greenwood Elementary
- J.A. Hutton Elementary
- Midway Elementary
- West Boundary Elementary

The above schools are also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 12.

10	\$ 62,575	\$ 71,952	\$ 77,406	\$ 79,322
LOU No. 12 %	3.00%	3.00%	3.00%	3.00%

**School District No. 51 BDTA Grid**

**Salary Schedule for July 1, 2009**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 41,963	\$ 46,031	\$ 49,237	\$ 50,364
<b>1</b>	\$ 44,219	\$ 48,588	\$ 52,017	\$ 53,221
<b>2</b>	\$ 46,476	\$ 51,146	\$ 54,796	\$ 56,078
<b>3</b>	\$ 48,732	\$ 53,703	\$ 57,575	\$ 58,936
<b>4</b>	\$ 50,989	\$ 56,260	\$ 60,354	\$ 61,793
<b>5</b>	\$ 53,245	\$ 58,817	\$ 63,134	\$ 64,650
<b>6</b>	\$ 55,502	\$ 61,374	\$ 65,913	\$ 67,508
<b>7</b>	\$ 57,758	\$ 63,931	\$ 68,692	\$ 70,365
<b>8</b>	\$ 60,015	\$ 66,489	\$ 71,472	\$ 73,222
<b>9</b>	\$ 64,131	\$ 69,046	\$ 74,251	\$ 76,080
<b>10</b>		\$ 73,393	\$ 78,956	\$ 80,910

Letter of Understanding No. 12 Re: Teacher Supply and Demand Initiatives:

For the following schools, Step 10 differs from the Salary Schedule for July 1, 2009:

- Boundary Central Secondary
- Christina Lake Elementary
- Dr. D.A. Perley Elementary
- Grand Forks Secondary
- Greenwood Elementary
- J.A. Hutton Elementary
- Midway Elementary
- West Boundary Elementary

The above schools are also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 12.

<b>10</b>	\$ 64,140	\$ 73,751	\$ 79,341	\$ 81,305
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**School District No. 51 BDTA Grid**

**Salary Schedule for July 1, 2010**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 42,802	\$ 46,952	\$ 50,222	\$ 51,371
<b>1</b>	\$ 45,103	\$ 49,560	\$ 53,057	\$ 54,285
<b>2</b>	\$ 47,405	\$ 52,168	\$ 55,892	\$ 57,200
<b>3</b>	\$ 49,707	\$ 54,777	\$ 58,727	\$ 60,114
<b>4</b>	\$ 52,009	\$ 57,385	\$ 61,561	\$ 63,029
<b>5</b>	\$ 54,310	\$ 59,993	\$ 64,396	\$ 65,943
<b>6</b>	\$ 56,612	\$ 62,602	\$ 67,231	\$ 68,858
<b>7</b>	\$ 58,914	\$ 65,210	\$ 70,066	\$ 71,772
<b>8</b>	\$ 61,215	\$ 67,818	\$ 72,901	\$ 74,687
<b>9</b>	\$ 65,414	\$ 70,427	\$ 75,736	\$ 77,601
<b>10</b>		\$ 74,861	\$ 80,535	\$ 82,529

Letter of Understanding No. 12 Re: Teacher Supply and Demand Initiatives:

For the following schools, Step 10 differs from the Salary Schedule for July 1, 2010:

- Boundary Central Secondary
- Christina Lake Elementary
- Dr. D.A. Perley Elementary
- Grand Forks Secondary
- Greenwood Elementary
- J.A. Hutton Elementary
- Midway Elementary
- West Boundary Elementary

The above schools are also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 12.

<b>10</b>	\$ 65,423	\$ 75,226	\$ 80,928	\$ 82,931
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**LOCAL MEMORANDUM OF AGREEMENT RE: AMALGAMATION**

**BETWEEN: THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 51 (BOUNDARY)**

**AND: THE BOUNDARY TEACHERS' ASSOCIATION INTERIM COUNCIL #51**

The parties agree to recommend the following to their principals:

1. The terms and conditions of employment currently in place for former employees of School District No. 12 (Grand Forks) will remain in full force and effect, and the current certified teachers of the former School District No. 13 (Kettle Valley) will be covered under all the terms and conditions of employment that are in existence for former School District No. 12 (Grand Forks) employees, effective October 1, 2000 except for salary, which will be effective August 15, 2000, and except as amended herein.
2. The changeover to the benefit carriers under School District No. 12 (Grand Forks) will be effective October 1, 2000.
3. Seniority

The Board and Council recognize the importance of the seniority provisions of the Collective Agreements of the Board with the Grand Forks Teachers' Association and the Kettle Valley Teachers' Association.

Under these Collective Agreements all teachers have a ranked placement on the seniority list which applies to their Association.

The Board and the Council hereby agree that the two lists as established under the two Collective Agreements, as of the date of signing of this Letter of Agreement, will be melded into one list.

For the purpose of the combining of the seniority lists, seniority shall be recognized in years and months of service. Any teacher commencing work prior to the sixteenth (16<sup>th</sup>) of the month shall be credited with that month of service.

The seniority that existed for each teacher under each of the two Collective Agreements will constitute the seniority that the teacher shall have with the Board in the Boundary Teachers' Association, and

- a. when the seniority of two or more teachers is equal, then the teacher with the greatest aggregate service in previous employment with the Board, or with the former School District No. 12 or former School District No. 13, on a temporary, term-certain or continuing basis, shall be deemed to have the greater seniority;



- b. when the seniority of two or more teachers is equal pursuant to (a) above, then the teacher with the greatest aggregate service in previous employment with both of the Boards of former School Districts Nos. 12 and 13, on a temporary, term-certain or continuing basis, shall be deemed to have the greater seniority;
- c. when the seniority of two or more teachers is equal pursuant to (b) above, then the teacher with the greatest aggregate length of recognized service in British Columbia, which has been recognized for salary purposes, shall be deemed to have the greater seniority;
- d. when the seniority of two or more teachers is equal pursuant to (c) above, then the teacher with the greatest aggregate length of service recognized for salary purposes shall be deemed to have the greater seniority;
- e. when the seniority of two or more teachers is equal pursuant to (d) above, then the teacher with the earliest written acceptance of employment with the Board of School District No. 51, or with the former School Districts Nos. 12 and 13, shall be deemed to have the greater seniority.

Amend Article C.2.7.a.i to read: In this article, "Seniority" means a teacher's aggregate length of service as a continuing contract teacher with School District No. 51.

#### 4. Placement on Salary Grid

The parties agree that the initial placement on the salary grid and any subsequent placement shall be according to the following rules:

- a. Increment
  - i. That Kettle Valley experience calculation for each employee as of their last increment prior to January 2, 2000 is correct.
  - ii. No further experience credit can be earned for period prior to January 2, 2000 by coming under the Grand Forks contract.
  - iii. Experience credits accumulating since the employee's last increment will be calculated pursuant to Grand Forks contract except for teachers on call.
  - iv. The next increment date, if applicable, will be pursuant to the Grand Forks contract.
- b. Grid Placement
  - i. To assign all Kettle Valley teachers to their correct placement on the Grand Forks grid considering the teacher's actual experience.

e.g. Category 4, Level 9 & 10 to Level 9

First Year Kettle Valley Level 2 to Grand Forks 0.

- ii. All continuing teachers whose grid placement would result in a decrease in pay as a result of the consolidation of the bargaining units shall remain at their existing Kettle Valley rate which shall be frozen. Such employees shall not receive raises until increases in the new District's grid, or experience or category equals or exceeds the red-circled rate. Teachers on temporary appointment shall be red-circled until June 30, 2000.
  - iii. Part-time teachers whose time is increased shall have the increased portion at Grand Forks grid placement.
- c. Teacher on Call Pay
- i. Teachers on call under the Kettle Valley Collective Agreement will continue to accumulate experience under the terms of the Kettle Valley contract until June 30, 2000, and thereafter, under the Grand Forks contract.
  - ii. Any TOC who is already on the District 51 TOC list will have his/her pay scale red-circled at the current Kettle Valley contract rate while employed in the District formerly known as Kettle Valley (District 13). The Kettle Valley TOC rate shall not be increased either through raises or changes to individual TOC's grid placement (either category or experience) until the Grand Forks rate equals or exceeds the frozen rate. Any new TOC who goes on the list after the signing of this contract will be paid according to the Grand Forks scale.
  - iii. Continuing, term certain and temporary teachers employed during the school year 1999-2000 who are not re-employed in the 2000-2001 school year shall be placed on the TOC list and shall be considered to have been on the list prior to the signing of this agreement.
  - iv. A TOC will lose the benefit of paragraph ii above if:
    - (i) the TOC receives a continuing appointment;
    - (ii) the TOC receives an assignment with another school district.

## 5. Sick Leave

The Board and Council recognize the importance of the sick leave provisions of the Collective Agreements of the Board with the Grand Forks Teachers' Association and the Kettle Valley Teachers' Association.

Under these Collective Agreements all teachers have accumulated a bank of sick leave days.

The Board and the Council hereby agree that the number of days that each teacher has banked under the two Collective Agreements, as of the date of signing of this Letter of

Agreement, will be the number of days that each teacher has banked under the Collective Agreement agreed to by the Board and the Council as being the Collective Agreement which will apply to all members of the Boundary Teachers' Association.

6. The parties agree to add the following Letters of Understanding to Boundary District Teachers' Collective Agreement as attached:

Head Teacher

Geographical Areas: Layoff, Displacement, Recall, Transfer

Contracting Out in Former School District No. 13 (Kettle Valley)

Posting by Geographical Area

Dated at Grand Forks, British Columbia this 9<sup>th</sup> day of June, 2000.

For the Grand Forks Teachers' Association (Boundary Teachers' Association): Bill Duff

For the Kettle Valley Teachers' Association (Boundary Teachers' Association): Linda Frank

For the BC Teachers' Federation: Neil Worboys

For the Board of School Trustees of School District 51 (Boundary): R. Brown

For the BC Public School Employers' Association: Hugh Finlayson

**AMALGAMATION LOCAL LETTER OF UNDERSTANDING NO. 1:  
HEAD TEACHER**

**BETWEEN: THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 51 (BOUNDARY)**

**AND: THE BOUNDARY TEACHERS' ASSOCIATION INTERIM COUNCIL #51**

The parties agree as follows:

1. The allowance shall be \$1,500 per school year.
2. This letter shall only apply to teachers employed in the geographical area formerly known as School District No. 13 (Kettle Valley) other than those employed in Boundary Central Secondary School.
3. Effective April 1, 2000 any increases to the salary grid shall also increase the allowance.

Dated at Grand Forks, British Columbia this 9<sup>th</sup> day of June, 2000.

For the Grand Forks Teachers' Association (Boundary Teachers' Association): Bill Duff

For the Kettle Valley Teachers' Association (Boundary Teachers' Association): Linda Frank

For the BC Teachers' Federation: Neil Worboys

For the Board of School Trustees of School District 51 (Boundary): R. Brown

For the BC Public School Employers' Association: Hugh Finlayson

**AMALGAMATION LOCAL LETTER OF UNDERSTANDING NO. 2:  
GEOGRAPHICAL AREAS – LAYOFF, DISPLACEMENT, RECALL, TRANSFER**

**BETWEEN: THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 51 (BOUNDARY)**

**AND: THE BOUNDARY TEACHERS' ASSOCIATION INTERIM COUNCIL #51**

The parties agree as follows:

1. For the purposes of layoff (C.3.2), displacement (C.3.2), recall (C.3.4) and transfer (E.24) the District shall be divided into four (4) different geographical areas which are:
  - a. the former area of SD #12
  - b. the former area of SD #13 except Beaverdell and Big White
  - c. Big White
  - d. Beaverdell
2. The parties shall treat each geographical area as separate units for the purposes of layoff, displacement, recall and transfer.

Displacement means the process under Article C.3.2.b whereby there is a displacement of a junior employee by a senior employee taking a junior employee's position.
3. No continuing employee shall be displaced from his/her assignment/position or suffer a reduction in his/her FTE appointment by an employee employed in another geographical area.
4. An employee on layoff shall be recalled to any posted vacancy in any geographical area. Refusal by an employee to accept a position in a geographical area other than the geographical area from whence he/she is laid off shall not count as a refusal for the purposes of Article C.3.4.d.i.
5. No continuing employee shall be transferred from his/her geographical area to another geographical area unless agreed to by the employee.

The parties agree that they will review this Letter of Understanding during the 2004-2005 school year.

Dated at Grand Forks, British Columbia this 9<sup>th</sup> day of June, 2000.

For the Grand Forks Teachers' Association (Boundary Teachers' Association): Bill Duff

For the Kettle Valley Teachers' Association (Boundary Teachers' Association): Linda Frank

For the BC Teachers' Federation: Neil Worboys

For the Board of School Trustees of School District 51 (Boundary): R. Brown

For the BC Public School Employers' Association: Hugh Finlayson

**LOCAL LETTER OF UNDERSTANDING NO. 3:**

**CONTRACTING OUT IN FORMER SCHOOL DISTRICT NO. 13 (KETTLE VALLEY)**

**BETWEEN: THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 51 (BOUNDARY)**

**AND: THE BOUNDARY TEACHERS' ASSOCIATION INTERIM COUNCIL #51**

The parties agree as follows:

The physical distance between schools and the small size of some of the schools may make it difficult and/or inefficient to use staff to provide certain services to parts of the geographical area known as the former School District No. 13 (Kettle Valley).

Therefore, the parties agree as follows:

1. In the event that the Board finds it uneconomical, ineffective or unpractical to utilize existing personnel to provide certain services to a student(s) or a school(s), that would be normally and regularly performed by the members of the bargaining unit, it may request the Union to allow such services to be provided by a person outside the Teachers' bargaining unit. The Employer will not contract out such services without the Union's agreement. The Union shall not unreasonably withhold agreement to such requests.
2. This letter shall apply only to the geographical area formerly known as School District No. 13 (Kettle Valley).

Dated at Grand Forks, British Columbia this 9<sup>th</sup> day of June, 2000.

For the Grand Forks Teachers' Association (Boundary Teachers' Association): Bill Duff

For the Kettle Valley Teachers' Association (Boundary Teachers' Association): Linda Frank

For the BC Teachers' Federation: Neil Worboys

For the Board of School Trustees of School District 51 (Boundary): R. Brown

For the BC Public School Employers' Association: Hugh Finlayson

## APPENDIX “C” – Kettle Valley Language – Hours of Work

### 2.0 Hours of Work (Preparation & Planning)

- 2.1 A teacher’s weekly instructional assignment shall be defined as time during the instructional week devoted to teaching courses and lessons and shall include preparation time, time assigned to supervise curricular activities, class changes and recess, study periods and morning breaks.
- 2.2 There shall be no increase in the weekly instructional assignment of a full-time teacher during the term of this agreement.
- 2.3 Relief of instructional duties due to the provision of optional programs shall not be considered preparation time.
- 2.4 The prep-time teacher shall be responsible for the appropriate percentage of the curriculum in his/her instruction and make the necessary reports of student progress.
- 2.5 The prep-time teacher shall not impose any additional workloads or responsibility on the classroom teacher in carrying out his/her duties without the prior approval of the regular classroom teacher.
- 2.6 Full-time secondary teachers shall be entitled to preparation time to the minimum of 12.5% of their total timetable cycle.
- 2.7 At Boundary Central Secondary School, as long as the current timetable is in effect, teachers shall be entitled to one preparation period per timetable cycle.
- 2.8 In the event of a significant change in the present provisions of the School Act governing hours of instruction, and upon the request of either party, the Board and the Association shall meet and review this article.
- 2.9 Part-time teachers shall receive preparation time pro-rated according to their teaching assignment.
- 2.10 When scheduling makes preparation time impractical for part-time teachers, their appointment shall be increased on a pro-rated basis to the equivalent of the preparation time.



## **Letter of Understanding**

Between

Boundary Teachers' Interim Council No. 51  
(the Council)

And

The British Columbia Teachers' Federation  
(BCTF)

And

The Board of School Trustees of  
School District No. 51 (Boundary)

And

The British Columbia Public School Employers' Association  
(BCPSEA)

### **Re: Speech/Language Pathologists**

Whereas the Labour Relations Board on July 12, 1995, granted certification to the BCTF for a unit inclusive of Speech/Language Pathologists employed by the Board in the area of former School District No. 12 (Grand Forks).

The parties agree to establish terms and conditions of employment for those employees as follows:

1. The Collective Agreement as it relates to employees in the area of former School District No. 12 (Grand Forks) shall apply in full to speech/language pathologists except where the agreement language relates solely and exclusively to classroom based assignment (e.g. class size or class composition provisions), or where modified specifically by this Letter of Understanding. Wherever the term "teacher" is used in a provision in the Collective Agreement, that provision applies to speech/language pathologists except as amended by this Letter.
2. The parties agree that Article C.25.2 does not have application to speech/language pathologists.
3. The parties agree that Article B.20.1 shall be amended by adding B.20.1.c as follows:

“The category placement of speech/language pathologists shall be determined in line with the principles established by the Teacher Qualification Service and this agreement for determining the salary category of teachers based on years of university level training.”

4. The parties agree that Article B.20.5 shall be amended by adding B.20.5.b.iii as follows:

“Experience recognition shall be granted in accordance with the applicable provisions of B.20.5.b.iii.(1) or (2) for professional employment as a speech/language pathologist or physiotherapist in a school district, hospital, clinic or government funded agency, provided that employment shall be deemed to be equivalent to one full work year as follows:

B.20.5.b.iii.(1) for school district employment, ten (10) months  
B.20.5.b.iii.(2) for other employment, twelve (12) months.”

5. The parties agree to amend Article D.22 by adding the following as D.22.3:

“The work year for speech/language pathologists shall not exceed the total number of days in session established for teachers pursuant to D.22.1 between July 1 and June 30, provided that no days of work may be scheduled during the Christmas or the spring break without the agreement of the employee.”

6. The parties agree to amend Article D.22 by adding the following as D.22.4:

“A speech/language pathologist who is requested in writing by either the Superintendent of Schools or an Administrative Officer to work more than the number of days established pursuant to D.22.3 within the prescribed period and who agrees to such employment shall be paid at the rate of 1/200<sup>th</sup> of her/his annual rate of pay for each full day or portion thereof worked.”

7. The parties agree to amend Article D.28 by adding the following as Article D.28.8:

“Despite D.28.5, staff meetings for speech/language pathologists may be held on any work day within the work year as established under D.22.3.”

8. The terms of this agreement come into effect as of the ratification of this Letter of Understanding, except as further agreed by the Council and the Board.

Date: \_\_\_\_\_  
Ken Harshenin and Ralph Russell

For the Local

David Chudnovsky

For the BCTF

Roma Brown

For the Board

Hugh Finlayson

For the BCPSEA

## Letter of Understanding

Between

Boundary District Teachers' Association

And

The British Columbia Teachers' Federation

And

The Board of School Trustees of School District No. 51 (Boundary)

And

The British Columbia Public School Employers' Association

### Re: Four Day Instructional Week

Whereas the Board is implementing a 4 day instructional week and the parties wish to apply the collective agreement in a manner which maintains the integrity of the language as negotiated, the parties agree, on a without prejudice and/or precedent basis, that the clauses listed below will be applied as follows for the period **July 1, 2006 to June 30, 2007**. All clauses not listed below will be applied in the normal manner.

This Letter of Understanding is also without prejudice and precedent to the Federation's overall position in respect of Bill 27 "Education Services Collective Agreement Act" and Bill 28 "Public Education Flexibility and Choice Act", including any legal or other challenges.

The article reference numbers pertain to the Working Document. It is understood that the Working Document is not a legal document. Should there be a discrepancy between the working documents and the source document of the provincial collective agreement, it is agreed that the language of the source document would apply.

This Letter of Understanding is developed on the following assumptions:

- School days will be scheduled on an extended basis.
- Non-instructional days, including those in August, and the year end administrative day will be scheduled on the traditional basis.

#### Article

TOC Pay Benefits	B.2.5	Teachers on Call shall be paid an additional compensation of <b>\$3.59</b> over daily rate in lieu of benefits. This benefit will be pro-rated for part days worked but in no case will be less than <b>\$1.80</b> . Any and all
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provisions in respect of payment in lieu of benefits shall remain part of this Collective Agreement.

(Calc:  $\$3.00 \times 187/156 = \$3.59$ )  
(Calc:  $\$1.50 \times 187/156 = \#1.80$ )

B.2.6 The daily rate for teachers on call shall be **\$233.45** for the first three (3) days of an assignment, **and 1/158 of the employee's category classification and experience** for the fourth (4<sup>th</sup>) and following consecutive days.

(Calc:  $187/156 \times 194.75 = 233.45$ ) (Calc:  $156/187 \times 189 = 158$ )

B.2.9 A total of **one hundred and thirty-three (133)** full days of teaching as a teacher on call in the school District shall be equivalent to one year of teaching experience for the purpose of:

(Calc:  $160 \times 156/187 = 133$ )

B.2.11 After **four (4)** consecutive days of teaching for the same teacher, a teacher on call shall attend and be paid for non-instructional days except when the non-instructional day is the last day worked.

Posts of  
Special  
Responsibility

B.26.3.c Each year the Board shall establish a fund at the Grand Forks Secondary School in the amount of **83** times (x) the teacher on call rate. This fund is intended to be used for the school's departmental coordination. The school staff committee and the Administrative Officer shall discuss and mutually determine how this fund is to be utilized each year.

(Calc:  $100 \times 156/187 = 83$ )

Teacher  
In Charge

B.27.7 When serving as a teacher in charge, the teacher in question shall be paid an allowance over placement on basic salary scale of **\$61.43** per day and **\$30.72** per half day, for each day so served.

(Calc:  $\$51.25 \times 187 / 156 = \$61.43$ )

Part Month  
Payments and  
Deductions

B.29.1 The rate of deduction without pay shall be defined as **1/167** of the current annual salary of the teacher **for school days. For non-instructional days and the year end administrative day the rate of deduction shall be 1/200 of current annual salary of the teacher.**

(Calc:  $156/187 \times 200 = 167$ )

B.29.4.a **1/17** of regular monthly salary for each day taught; or

(Calc:  $156/187 \times 20 = 17$ )

	B.29.4.b	full regular monthly salary less <b>1/17</b> of the salary for each day taught.
Posting Vacant Positions	E.21.2	All vacancies shall be posted, for a period of <b>four (4)</b> working days, on bulletin boards in all schools and centers in the District as soon as they become known.
Leave Plans	G.20.1.a	Leave of absence classified as ‘long term’ shall be all those leaves which exceed <b>eight (8)</b> consecutive school days.  Granting of such leaves subject to G.20.2.e.
	G.20.1.b	Leave of absence classified as ‘short term’ shall be all those leaves which do not exceed <b>eight (8)</b> consecutive school days.
	G.20.1.c	Where short term leave is granted ‘without pay’ the deduction in salary shall be <b>1/166</b> of the current annual salary of the teacher <b>for school days. For non-instructional days and the year-end administrative day the deduction shall be 1/200 of current annual salary of the teacher.</b>  (Calc: $200 * 156/187 = 1676$ )
Compassionate Leave	G.30.1.a	Teachers shall have the right to access their yearly sick leave entitlement, with the approval of the applicable administrative officer, to a grand total of <b>six (6)</b> days in any school year, for any or all of the following reasons:  (Calc: $156/187 * 7 = 6$ )
Sick Leave	G.32.1.a	Renumber existing G.32.1
	G.32.1.b (new)	<b>Sick leave credits will be deducted as follows:</b>  <b>i. school days = 1.20 sick days</b> <b>ii. non-instructional days, year end administrative day = 1.0 sick day.</b>  (Calc: $187/156 * 1 = 1.20$ )
	G.32.2	The number of days for which a teacher may be allowed full pay under Article G.32.1 in any one year shall not exceed <b>one hundred and twenty-five (125)</b> days.  (Calc: $156/187 * 150 = 125$ )
Bereavement	G.33.1	The Board shall grant, upon written request to the Superintendent,

Leave

leave of absence, with pay, to a maximum of **four (4)** days in the case of a death in the immediate family.

G.33.2

Leave of absence in excess of **four (4)** days may be granted with or without pay upon written request to the Superintendent.

Date:

Carol Tirk

For the Local

Jeanette Hanlon

For the Board

Irene Lanzinger

For the BCTF

Hugh Finlayson

For the BCPSEA

**PROVINCIAL LETTERS OF UNDERSTANDING/INTENT**

**LETTER OF INTENT No. 1**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Formalization of Middle School Provisions**

**Does not apply in School District No. 51 (Boundary)**

**LETTER OF UNDERSTANDING NO. 1**

**BETWEEN**

**The British Columbia Teachers' Federation**

**AND**

**The British Columbia Public School Employers' Association**

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

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

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

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

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

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

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



<p style="text-align: center;"><b>Appendix 1</b> <b>PROVINCIAL MATTERS</b></p>
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## **Appendix 1 – Provincial Matters**

### **Housekeeping — Form Issues**

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

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

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

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

**Section B — Salary and Economic Benefits**

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

## Special Placement

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

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

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

**Section C — Employment Rights**

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

**Section D — Working Conditions**

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

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

## **Section E — Personnel Practices**

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

12. Criminal Record Checks
  - 1.111 *criminal record checks*
13. Resignation
  - 3.44 *Employee Terminating Employment*

**Section F — Professional Rights**

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

**Section G — Leaves of Absence**

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



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

1..58 *Other - Leave*  
1.106 *Committee - Detached Duty*

May 31, 1995 - Provincial

<p style="text-align: center;"><b>Appendix 2</b> <b>LOCAL MATTERS</b></p>
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## **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

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

**Concerning Selection of Administrative Officers**

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”  
President  
BC Teachers’ Federation

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

**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*

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

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

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

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

British Columbia Teachers’ Federation

British Columbia Public School Employers’  
Association

“R. Worley”

“K. Halliday”

**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).**

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**Does not apply in School District No. 51 (Boundary)**

**LETTER OF UNDERSTANDING No. 3.b**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Section 27.4 Education Services Collective Agreement Act**

**Does not apply in School District No. 51 (Boundary)**

**LETTER OF UNDERSTANDING No. 4**

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

**Re: Early Incentive Payment**

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

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

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

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

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

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacque Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 5**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: One Time Payment to Teacher Inflation Adjustment Account**

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

Original signed by:

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Jinny Sims  
BCTF President

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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:

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Brian Kennelly  
BCTF Co-Chief Negotiator

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Jacque Griffiths  
BCPSEA Chief Negotiator

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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:

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Jinny Sims  
BCTF President

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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:

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Jinny Sims  
BCTF President

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Jacque Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 9**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Rehabilitation Committee**

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

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

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

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacque Griffiths  
BCPSEA Chief Negotiator



**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Benefits Review Committee**

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacque Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 11**

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

**Re: 2008 Salary Harmonization**

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

	Category 4	Category 5	Category 5+	Category 6
Max	\$ 62,566	\$ 71,117	\$ 76,168	\$ 77,942

3. Notwithstanding the above, the salary grid maximums for category 4, 5, 5+ and 6 in the districts covered by this Letter of Understanding shall be increased by no less than 2.5%.
4. No grid steps other than the maximums identified in 1 and 2 above shall be adjusted as a result of the implementation of this salary harmonization initiative.

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

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

	Category 4	Category 5	Category 5+	Category 6
Max	\$ 56,407	\$ 64,116	\$ 68,669	\$ 70,269

2. *Add 2.5% effective July 1, 2006*
3. *Add 2.5% effective July 1, 2007*
4. *Add 2.5% effective July 1, 2008*
5. *Add an additional 3.0% effective July 1, 2008*

Original signed by:

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Jinny Sims

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Jacque Griffiths

BCTF President

BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 12**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Teacher Supply and Demand Initiatives**

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

**Remote Recruitment & Retention Allowance:**

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

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

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

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

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

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 13**

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

**Re: Fiscal Dividend**

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

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

The Fund will be determined as follows:

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 14**

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

**Re: Article B.12 Category 5+ Transitional Provisions**

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

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

Dated this 27th day of June, 2007

Original signed by:

Jinny Sims  
BCTF President

Jacque Griffiths  
BCPSEA Chief Negotiator

## **LETTER OF UNDERSTANDING No. 15**

### **BETWEEN**

#### **BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### **AND**

#### **BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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



appointment in District B. Teacher A can port 8 years of K – 12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K – 12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.

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

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

Original Signed by:

\_\_\_\_\_  
Jacquie Griffiths  
BC Public Employers' Association

\_\_\_\_\_  
Jim Iker  
BC Teachers' Federation

January 14, 2008

January 21, 2008

## **LETTER OF UNDERSTANDING No. 16**

### **BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### **AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Original Signed by:

\_\_\_\_\_  
Jacquie Griffiths  
BC Public Employers' Association

\_\_\_\_\_  
Irene Lanzinger  
BC Teachers' Federation

March 12, 2008

March 13, 2008

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