PROVINCIAL COLLECTIVE AGREEMENT
Working Document

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)

as it applies in:

SCHOOL DISTRICT NO. 53 (Okanagan Similkameen)

Between

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 53 (Okanagan Similkameen) (The "Employer")

and

THE SOUTH OKANAGAN SIMILKAMEEN TEACHERS' UNION (The "Local" or "Association")

EFFECTIVE JULY 1, 2006 TO JUNE 30, 2011

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

TABLE OF CONTENTS

PREAMBLE **6**

SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP **7**
Article A.1 Term, Continuation and Renegotiation 7
Article A.2 Recognition of the Union 8
Article A.3 Membership Requirement 8
Article A.4 Local and BCTF Dues Deduction 8
Article A.5 Committee Membership 9
Article A.6 Grievance Procedure 9
Article A.7 Leave for Provincial Contract Negotiations 13
Article A.8 Legislative Change 13
Article A.20 Management Rights 14
Article A.21 Staff Representatives 14
Article A.22 Access to Worksite 14
Article A.23 Bulletin Boards 14
Article A.24 Internal Mail 15
Article A.25 School Staff Committees 15
Article A.26 Access to Information 15
Article A.27 Picket Line Protection 16
Article A.28 Copy of Agreement 16
Article A.29 Exclusion from the Bargaining Unit 16
Article A.30 Contracting Out 17
Article A.31 Teachers' Assistants 17
Article A.32 Expedited Arbitration 17

SECTION B SALARY AND ECONOMIC BENEFITS **19**
Article B.1 Salary 19
Article B.2 Teacher On Call Pay and Benefits 20
Article B.3 Salary Determination for Employees in Adult Education 21
Article B.4 EI Rebate 22
Article B.5 Registered Retirement Savings Plan 22
Article B.6 Salary Indemnity Plan Allowance 23
Article B.7 Reimbursement for Personal Property Loss 23
Article B.8 Optional Twelve-Month Pay Plan 24
Article B.9 Pay Periods 25
Article B.10 Reimbursement for Mileage and Insurance 25
Article B.11 Benefits 26
Article B.12 Category 5+ 28
Article B.20 Placement on Schedule – General 29
Article B.21 Category Placement 30
Article B.22 Experience Recognition 30
Article B.23 Part-time Teachers' Pay and Benefits 32
Article B.24 Positions of Special Responsibility 32
Article B.25 First Aid Allowance 33
Article B.26 Part Month Payments and Deductions 34
Article B.27 Salary Protection 34

SECTION C EMPLOYMENT RIGHTS 35
Article C.1 Resignation 35
Article C.2 Seniority 35
Article C.3 Recall/Severance/Termination 38
Article C.20 Employment on Continuing Contract 40
Article C.21 Dismissal and Discipline for Misconduct 40
Article C.22 Procedures Where Dismissal Based on Performance 41
Article C.23 Part-time Teachers' Employment Rights 42
Article C.24 Temporary Teachers Employment Rights 43
Article C.25 Teachers-On-Call Employment Rights 44

SECTION D WORKING CONDITIONS 46
Article D.3 Alternate School Calendar 46
Article D.4 Preparation Time 47
Article D.5 Middle Schools 47
Article D.20 Intentionally left blank 48
Article D.21 Medication and Medical Procedures 48
Article D.22 Hours of Work, Preparation and Planning 48
Article D.23 Regular Work Year for Teachers 49
Article D.24 Supervision Duties 50
Article D.25 Intentionally left blank 51
Article D.26 Extra-Curricular Activities 51
Article D.27 Health and Safety 51
Article D.28 Local Association Involvement in Board Budget Process 51
Article D.29 Staff Meetings 52

SECTION E PERSONNEL PRACTICES 53
Article E.1 Non-Sexist Environment 53
Article E.2 Harassment/Sexual Harassment 53
Article E.20 Posting and Filling Vacancies 57
Article E.21 Transfers 59
Article E.22 Assignment in School 60
Article E.23 Evaluation 60
Article E.24 No Discrimination 62
Article E.25 Intentionally left blank 62
Article E.26 Intentionally left blank 62
Article E.27 Personnel Files 62
Article E.28 Falsely Accused Employee Assistance 63
Article E.29 School Act Appeals 63

SECTION F PROFESSIONAL RIGHTS 65
Article F.20 Professional Development: Funding and Control 65
Article F.21 Professional Development Days 66
Article F.22 Parent/Teacher Conference Days 66
Article F.23 Curriculum Implementation 67
Article F.24 No Discrimination: Curriculum 68
Article F.25 Professional Autonomy 68
Article F.26 School Accreditation 68

SECTION G LEAVES OF ABSENCE 69
Article G.1 Portability of Sick Leave 69
Article G.2 Compassionate Care Leave 69
Article G.20 Leave - General 70
Article G.21 Sick Leave 71
Article G.22 Maternity Leave 72
Article G.23 Parenthood Leave 73
Article G.24 Adoption Leave 73
Article G.25 Paternity Leave 73
Article G.26 Jury/Witness Duty 74
Article G.27 Bereavement Leave 74
Article G.28 Compassionate Leave 74
Article G.29 Discretionary Leave 74
Article G.30 Leave for Elected Office and Community Service 75
Article G.31 Summer Session Leave 75
Article G.32 Travel Leave 75
Article G.33 W.C.B. Leave 76
Article G.34 Self-Funded Leave Plan 76
Article G.35 President's Leave 76
Article G.36 Leave for Association, BCTF, CTF and College of Teachers 77
Article G.37 Leave for Contract Negotiations 78
Article G.38 Early Retirement Incentive Plan 78
Article G.39 Teacher Exchange Return 79

SIGNATURES 80

APPENDIX A - SALARY GRIDS SOUTH OKANAGAN SIMILKAMEEN TEACHERS' UNION 81
Effective July 1, 2006 81
Effective July 1, 2007 81
Effective July 1, 2008 82
Effective July 1, 2009 82
Effective July 1, 2010 83

LETTERS OF UNDERSTANDING REGARDING AMALGAMATION 84
Memorandum Of Settlement 84
RE: Grievance Concerning Recognition of Local Union, Dues Deduction and Membership 84

PROVINCIAL LETTERS OF UNDERSTANDING/INTENT 89

LETTER OF INTENT No. 1 89
Re: Formalization of Middle School Provisions 89

LETTER OF UNDERSTANDING NO. 1 90
Re: Designation of Provincial and Local Matters 90

Appendix 1 – Provincial Matters 91

Appendix 2 – Local Matters 100

LETTER OF UNDERSTANDING NO. 2 ..... **105**
Re: Approved list of arbitrators for: 105

LETTER OF UNDERSTANDING No. 3. a **106**
Re: Section 4 of Bill 27 106
Education Services Collective Agreement Act 106
Appendix "A" to 113

LETTER OF UNDERSTANDING No. 3.b **115**
Re: Section 27.4 Education Services Collective Agreement Act 115

LETTER OF UNDERSTANDING No. 4 ..... **116**
Re: Early Incentive Payment 116

LETTER OF UNDERSTANDING No. 5 ..... **117**
Re: One Time Payment to Teacher Inflation Adjustment Account 117

LETTER OF UNDERSTANDING No. 6 ..... **118**
Re: Employment Equity – Aboriginal Employees 118

LETTER OF UNDERSTANDING No. 7 ..... **119**
Re: Provincial Articles Housekeeping Committee 119

LETTER OF UNDERSTANDING No. 8 ..... **120**
Re: Updating the Provincial Collective Agreement Mid-Contract Modification Process 120

LETTER OF UNDERSTANDING No. 9 ..... **121**
Re: Rehabilitation Committee 121

LETTER OF UNDERSTANDING No. 10 ..... **122**
Re: Benefits Review Committee 122

LETTER OF UNDERSTANDING No. 11 ..... **123**
Re: 2008 Salary Harmonization 123

LETTER OF UNDERSTANDING No. 12 ..... **124**
Re: Teacher Supply and Demand Initiatives 124

LETTER OF UNDERSTANDING No. 13 ..... **125**
Re: Fiscal Dividend 125

LETTER OF UNDERSTANDING No. 14 ..... **126**
Re: Article B.12 Category 5+ Transitional Provisions 126

LETTER OF UNDERSTANDING No. 15 ..... **127**
Re: Article C.2. – Porting of Seniority – Separate Seniority Lists 127

LETTER OF UNDERSTANDING No. 16 ..... **129**
Re: Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave – Simultaneously Holding Part-Time Appointments in Two Different Districts 129

INDEX **131**

PREAMBLE

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

    a. to set forth the terms and conditions of employment agreed to between the parties;

    b. to promote harmonious relations between the Employer and its officials and the Association and all teachers;

    c. to set forth mechanisms for the expeditious settlement of disputes which may arise as to the application or interpretation of the agreement;

    d. to encourage cooperation in providing efficient quality education services to the pupils in the District;

2. This agreement is made pursuant to and governed by the School Act, the Labour Relations Code and the Public Education Labour Relations Act. Terms used in this Agreement defined in those Acts shall have the meanings defined in those Acts.

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

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. <u>Step One</u>

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. <u>Step Two</u>

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. <u>Step Three</u>

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

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

i. the number of representatives of each party at Step Three shall be three; and/or

ii. at least one of the employer representatives shall be a trustee.

b. If the grievance involves a Provincial Matters issue, in every case a copy of the letter shall be sent to BCPSEA and the BCTF.

5. Omitting Steps

a. Nothing in this Collective Agreement shall prevent the parties from mutually agreeing to refer a grievance to a higher step in the grievance procedure.

b. Grievances of general application may be referred by the local, BCTF, the employer or BCPSEA directly to Step Three of the grievance procedure.

6. Referral to Arbitration: Local Matters

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

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

7. Referral to Arbitration: Provincial Matters

a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF or BCPSEA where applicable may refer a “provincial matters grievance,” as defined in Appendix 1 and Addenda, to arbitration within a further fifteen (15) working days.

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

c. Review Meeting:

i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a provincial matters grievance that has been referred to arbitration.

ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.

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

8. Arbitration (Conduct of)

a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.

b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.

c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance

procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.

d. Authority of the Arbitrator:

i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.

iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.

e. The decision of the arbitrator shall be final and binding.

f. Each party shall pay one half of the fees and expenses of the arbitrator.

9. General

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

b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.

c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.

d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.

e. i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher on call is required, such costs shall be borne by the employer.

ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and

iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any teacher on call that may be required.

Article A.7 Leave for Provincial Contract Negotiations

1. The employer shall grant a leave of absence without pay to an employee designated by 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 Management Rights

1. The Association recognizes the right and responsibility of the Employer to manage and operate the school district and agrees that the employment, assignment and direction of the work force is vested exclusively in the Employer, subject to the provisions of this agreement or applicable legislation.

Article A.21 Staff Representatives

1. The Employer shall recognize a Staff Representative in each school, elected in accordance with the Association's procedures to carry out the duties of investigating and settling teacher/employer disputes within the school and to participate in grievance resolutions as required.

2. The Association shall notify the Employer, in writing, of the name of each Staff Representative.

3. Staff representatives shall have the right to convene meetings in the school to conduct union business provided that they follow the district's existing booking practices and that meetings do not interfere with scheduled activities or teacher duties.

4. When requested by a teacher or the Employer, the staff representative shall be relieved of instructional duties without loss of pay to attend any meeting involving the teacher and the Employer concerning any grievance or dispute. The parties shall make every effort to conduct such meetings outside normal instructional hours.

5. Staff representatives will arrange to conduct grievance investigations in such a manner as not to disrupt classroom or other instruction and will not normally be granted leave from instructional duties for this purpose.

6. The Employer shall also recognize three (3) additional representatives of the Association, any one of whom may act as a replacement for a Staff Representative in any of the functions stated above.

Article A.22 Access to Worksite

1. Representatives of the Association and BCTF, in consultation with the appropriate Administrative Officer, shall have the right to transact Association business on school property at all reasonable times provided that such activity or use does not interfere with classroom instruction.

Article A.23 Bulletin Boards

1. The Association shall have access to staffroom bulletin board space at each school building and at the District Office. All notices shall be approved by the appropriate Association representative.

Article A.24 Internal Mail

1. The Association shall have access to the district mail service and employee mail boxes, free of charge, for communication to teachers provided any increased volume does not add extra costs to the Employer.

Article A.25 School Staff Committees

1. Each school staff has the right to form a staff committee.

   To this end, staff committees may:

   a. be established at the beginning of each school year,

   b. consist of a size and membership to be determined by the staff,

   c. review and make recommendation on matters relating to staff concerns.

2. The school administration shall consider recommendations put forward by the staff committee.

3. Should the school administration not act on a recommendation of the school staff committee, reasons shall be provided.

4. Where the staff committee makes formal recommendations supported by written reasons and should the school administration not act on these recommendations, reasons in writing shall be provided.

Article A.26 Access to Information

1. The Employer, upon request by the Association, agrees to furnish to the Association or its designated representative, the following information as soon as it is available:

   a. professional employee information including a list of employees covered by this agreement, showing grid placement, address, phone number, seniority (Article C.2.9) and staff assignment;

   b. notification of positions, vacancies, transfers, appointments, resignations, retirements, employee deaths, discharges, and suspensions;

   c. agendas and minutes of public board meetings and education committee meetings;

   d. public information as required by law.

2. The Employer agrees to provide to the Association a description of the duties and responsibilities of all newly created positions.

Article A.27 Picket Line Protection

1. The parties agree that all teachers under this Agreement shall have the right to refuse to cross a legally constituted picket line. Such teachers shall be considered 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 Employer.

3. In the event the Employer is confronted with a picket line or is served 72 hours strike notice, the Association President or designate will meet with the Superintendent if requested to do so.

4. Teachers will not be requested or required to perform, nor to direct pupils to perform, duties that are under the jurisdiction of employees who are on strike or locked out.

Article A.28 Copy of Agreement

1. The Employer shall print this agreement in sufficient quantities for distribution to all teachers and management personnel within 30 days of this agreement. New teachers shall, upon hiring, receive from the Employer a copy of the current collective agreement.

Article A.29 Exclusion 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 mutual agreement of the parties.

    a. Any exclusions shall be determined on the basis that the position involves:

        i. any of the functions outlined in the *Labour Relations Code* as the basis for exclusion from the definition of an "employee", or

        ii. the functions of Administrative Officers as provided by the School Act, or

        iii. includes any duties regarding the evaluation of the teachers as designated to Administrative Officers in the School Act.

    b. Failure by the parties to reach mutual agreement shall result in the parties referring the matter directly to arbitration pursuant to Provincial Article A.6

2. Any newly created position requiring a teaching certificate shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties. The provisions of paragraph 1 of this article shall apply.

Article A.30 Contracting Out

1. All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit. Except as mutually agreed upon between the Employer and the Association, the Employer shall not contract out duties of the type and kind that would normally and regularly be assigned to teachers in this District. Such agreement shall not be unreasonably withheld.

Article A.31 Teachers' Assistants

1. All teachers' assistants or teachers' aides hired to assist teachers in carrying out their responsibilities and duties shall be under instructional supervision of teachers and the employment supervision of an Administrative Officer.

2. Teachers' assistants shall not assume the instructional responsibility for designing and providing the educational programs for students, but may assist the teacher by:

    a. providing assistance to individual students and groups of students;
    b. monitoring students;
    c. maintaining student records;
    d. providing advice/guidance to students.

Article A.32 Expedited Arbitration

1. Grievances concerning Article A.30 Contracting Out may be referred by the party originating the grievance to expedited arbitration, consistent with provincial Article A.6.7.

2. By mutual agreement a grievance falling into categories other than those listed in Article A.32.1 may be referred to expedited arbitration consistent with provincial Article A.6.6 and A.6.7.

    a. For local matters grievances, agreement must be between the Employer and the Local.

    b. For provincial matters grievances, agreement must be between the BCPSEA and the BCTF.

3. A single arbitrator shall be selected from the list contained in this Article. Unless the parties agree otherwise, and subject to Article A.32.4, the arbitrator shall be selected on a rotational basis. Nothing shall prevent the parties from mutually agreeing to an arbitrator that is not included on the list.

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

5. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision. Expedited arbitration decisions shall be of no precedential value and shall not thereafter be referred to by the parties in respect to any other matter.

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

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

    a. Robert Diebolt

    b. John Hall

    c. Robert Pekeles

    d. Chris Sullivan

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

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. Rates of Pay

   a. A teacher-on-call reporting for work when called shall be paid a minimum of fifty (50) percent of his/her daily rate except when called only for the afternoon, or a portion thereof, in which case the minimum shall be thirty (30) percent of his/her daily rate.

b. A teacher-on-call who reports for an assignment which is not continuous shall be paid based upon the percentage of the day between the start of the first assignment and the end of the last assignment during the day, provided he/she remains available and performs teacher-related duties requested by the administrative officer. During the absent teacher's regularly scheduled preparation time, the first priorities for the teacher-on-call are the preparation activities requested by the regular teacher as outlined in Article D.22.7.

c. The Board shall, at least semi-monthly, and not later than eight days after each pay period, pay to each teacher-on-call all wages earned for the pay period.

d. If a part-time teacher is teaching on call in his/her own class, or in an assignment which is substantially the same, he/she will be paid on scale rather than at the teacher-on-call rate.

8. Continuous Service

a. For purposes of payment under Article B.2.6.b a teacher-on-call's services will not be considered broken by:

i. a non-instructional day - however non-instructional days are not considered as a day of paid work for teachers-on-call, unless they are so dispatched.

ii. lock out or strike.

iii. the return of a teacher who is subsequently absent in two (2) working days or less and the teacher-on-call is reassigned to the same assignment on or before the beginning of the third day.

b. A teacher-on-call who is teaching in a class shall have the opportunity to remain teaching in that class even though he/she has a prior commitment in another class or school, provided that:

i. the teacher-on-call notifies the Administrative Officer at the earliest possible opportunity, but in any event, not later than 16:00 hours of the day prior, and

ii. a suitable replacement teacher-on-call is secured.

Article B.3 Salary Determination for Employees in Adult Education

PCA B.3 does not apply in School District No. 53 (Okanagan-Similkameen)

Article B.4 EI Rebate

1. The employer shall remit monthly to the BCTF Salary Indemnity Fund the proportionate share of the employment insurance premium reduction set out in the Previous Local Agreement. Where the proportionate share is not expressed in the Previous Local Agreement, the employer shall remit monthly to the BCTF Salary Indemnity Fund an amount consistent with the past practice of the local parties. The amount remitted on behalf of any employee shall not be less than 5/12 of said reduction.

2. The employer shall calculate each employee's share of the savings which have been remitted pursuant to Article B.4.1 above and include that amount as part of the employee's taxable income on the yearly T4 slip.

Article B.5 Registered Retirement Savings Plan

1. In this Article:

    a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;

    b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.

2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.

3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.

4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.

5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.

6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.

7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:

a. between September 1 and September 30 or December 15 and January 15 in any school year;

b. no later than sixty (60) days following the commencement of employment.

8. An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.

9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.

10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.

11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

Article B.6 Salary Indemnity Plan Allowance

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

2. In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.

3. The BCTF agrees not to alter eligibility criteria under the Plan to include groups of employees not included as of July 1, 2006.

Article B.7 Reimbursement for Personal Property Loss

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

a. The loss or damage is not the result of negligence on the part of the employee claiming compensation;

b. The claim for loss or damage exceeds ten (10) dollars;

c. If applicable, a copy of the claim approval from his/her insurance carrier shall be provided to the employer;

d. The appropriate Principal or Vice-Principal reports that the loss was sustained while on assignment for the employer.

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

Article B.8 Optional Twelve-Month Pay Plan

1. Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.

2. A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.

3. An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of her/his intention to participate in the Plan by September 30th. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to clause 5 of this Article.

4. An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.

5. Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.

6. Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.

7. An employee's accumulation in the Plan including her/his interest accumulation to March 31st shall be paid in equal installments on July 15 and August 15.

8. Notwithstanding clause 7 of this article, interest earned by the Plan for the period September 1, 2006 to August 15, 2008 shall be retained by the employer. Thereafter,

interest earned by the Plan in the months of April through August shall be retained by the employer.

9. The employer shall inform employees of the Plan at the time of hire.

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

Article B.9 Pay Periods

PCA B.9 is not applicable in School District No. 53 (Okanagan Similkameen). See B.9.4 below.

Local Provisions:

4. Teachers shall be paid in ten (10) monthly installments. A mid-month advance will be paid on the 16th day of the month or the first working day thereafter except for the month of December. In years where the month-end payment referred to in Article B.9.5 occurs later than December 20th, a mid-month advance will be paid. The mid-month advance for a full-time teacher will be $1,400. Mid-month advances will be pro-rated for part-time teachers and may be pro-rated in other circumstances where the teacher's net monthly pay will be less than normal.

5. The month end payment will be made on the second to the last working day of the month.

Article B.10 Reimbursement for Mileage and Insurance

1. PCA Article B.10.1 does not apply in School District No. 53 (Okanagan-Similkameen). See Article B.10.6.

2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.

3. The employer shall reimburse an employee who is required to use his/her personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one’s personal vehicle for business purposes.

PCA B.10.4 and B.10.5 do not apply in School District No. 53 (Okanagan-Similkameen)

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

Local Provisions:

6. Mileage Allowance

a. Teachers who are requested by the Employer to use their personal vehicles in order to carry out their assigned instructional responsibilities shall be reimbursed for mileage. Effective July 1, 1990 The amount of the rate paid for mileage shall be the same as the BCSTA executive mileage rate. This rate shall remain the same as the BCSTA executive mileage rate and will reflect any changes therein.

Article B.11 Benefits

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

Local Provisions:

2. General Benefits

a. The Employer shall provide each eligible teacher with the applications or enrolment forms for participation in the benefit plans.

b. The Employer shall provide information to eligible teachers on how to obtain benefits from the various plans, including the pension plan.

c. Subject to the conditions of the benefit plans, the Employer agrees to pay its share of the cost of benefits for all full-time teachers while they are in receipt of salary under this agreement, provided that a part-time teacher's appointment and a temporary teacher's full-time appointment must be for a minimum of four (4) months or more.

d. Subject to the conditions of the benefit plans, part-time teachers employed .4 FTE or more shall be entitled to the benefit provisions of this agreement in the same manner as full-time teachers. Part-time teachers employed less than .4 FTE shall be entitled only to the Medical Services Plan of B.C.

e. The Employer will continue to pay its share of the premium payments for the medical plan, EHB, dental plan and group insurance during the period, not exceeding one (1) year, that a teacher is on medical leave of absence and in receipt of the British Columbia Teachers' Federation Salary Indemnity Plan - Short Term benefits and for one (1) further calendar year beyond the expiry of the Salary Indemnity Plan benefits where the teacher is in receipt of benefits from the British Columbia Teachers' Federation Salary Indemnity Plan - Long Term.

f For those benefits capable of being maintained, any employee granted leave of absence shall have his/her benefits maintained by the Employer during the period of leave by notice of the teacher, upon the Employer receiving pre-payment of the total premiums applicable during the leave of absence.

g. The Association recognizes the right of the Employer to change carriers for the benefit plans referred to in this agreement. The Employer shall not reduce the terms of the existing plans without the agreement of the Association. The Employer shall provide the Association with a copy of all master teacher benefit contracts.

3. Medical Plan

   a. The Employer shall pay 80% of the cost of the premium for the provincial medical health plan.

4. Extended Health Benefits

   a. The Employer shall pay 100% of the premium cost of a mutually-agreed extended health benefits plan, including a $100 per 24 months vision care rider, and audio care coverage of $500 per 48 months.

5. Dental Plan

   a. The Employer shall pay 85% of the premium cost of a mutually-agreed dental plan including:

      i. Plan "A" Basic Restoration coverage at 80%
      ii. Plan "B" Major Restoration coverage at 60%
      iii. Plan "C" Orthodontic coverage at 50%, lifetime maximum of $2,000 per person covered.

   b. For teachers hired after December 31, 1978, participation in the plan shall be a condition of employment

6. Group Life Insurance

   a. The Employer shall pay 100% of the net premium cost of a mutually-acceptable group life insurance plan for each participating teacher.

   b. The Employer shall pay 100% of the premium cost of the BCTF/BCSTA Group Life Insurance Plan "B" for each participating teacher.

   c. Teachers in the employ of the Employer as of December 31, 1975 shall be voluntary participants in the plan. After that date, participation shall be a condition of employment for new employees.

   d. The Employer shall administer the BCTF Optional Term Life Insurance Plan and deduct the monthly premium from those teachers participating in the plan.

7. Employee Assistance Plan

   a. The present Employee Assistance Plan will remain in effect unless changed by the mutual agreement of the Employer and the Association. The Employer shall pay 50 percent of the premium cost.

   b. This plan shall be administered by a Joint Committee consisting of one representative of the employer and one representative of the association.

8. Death Benefits

a. In the event of the death of a teacher in the employ of the Employer, the Employer shall pay to the widow or widower of the deceased, or to the estate if there be no widow or widower, the full month's salary for the month in which the employee deceased.

b. Where possible, the Employer shall continue to provide the medical, extended health, and dental benefits to the dependents of the deceased teacher for a period of three (3) months after the death of the teacher. The dependents shall be notified in writing of the terms of this provision.

Article B.12 Category 5+

1. Eligibility for Category 5+

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

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

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

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

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

   c. Other courses or training recognized by the TQS.

2. Criteria for Category 5+

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

3. Salary Rate Calculation

   a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6.

   b. Where the salary rate for Category 5+ as at March 31, 2006 exceeds seventy-four percent (74%) of the difference between Category 5 and Category 6 as at April 1, 2006, the salary rate for Category 5+ as at March 31, 2006 shall remain.

   c. Where the salary rate calculated pursuant to B.12.3.a exceeds the salary rate calculated pursuant to Letter of Understanding No. 11, the salary rate calculated pursuant to B.12.3.a shall be implemented.

4. Application for Category 5+

a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to B.12.1 and B.12.2 and the assignment of employees to Category 5+.

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

Transition Process

Note 1:

1. In school districts where Category 5+ existed on June 30, 2006:

   a. This Article shall be effective September 1, 2007 at which time the criteria and processes in effect at June 30, 2007 shall no longer be applicable.

   b. Notwithstanding the above and the provisions of this Article, all employees assigned to Category 5+ as at June 30, 2007 shall be deemed to possess the qualifications as per this Article.

2. In school districts where Category 5+ is being newly implemented:

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

Note 2:

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

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

Article B.20 Placement on Schedule – General

1. At the time of appointment, the Employer shall advise the teacher, in writing, of the documentation required to establish initial scale placement.

2. Each teacher shall submit all documentation required by the Employer to establish salary placement. Such documentation shall be submitted within three months of commencement of employment or change in categorization or certification. The teacher shall be responsible for advising the Employer, in writing, if delays which occur in obtaining the documentation necessitate an extension of the time limits.

3. The Employer shall not refuse a request for extension of the time limits, provided that the delay is not the fault of the teacher.

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

5. Upon receipt of documentation which establishes a salary category different from that in which the employee was initially placed, a salary adjustment shall be effective retroactive to the effective date of the revised placement.

Article B.21 Category Placement

1. Except as otherwise provided, the category placement of each teacher shall be in accordance with the teacher's qualifications as most recently determined by the Teacher Qualification Service. Verification is the responsibility of the teacher.

2. The minimum category placement for persons holding Letters of Permission shall be the first step of Category 4. Related experience, if applicable, shall be granted in accordance with the provisions of Experience Recognition, Article B.22 of this agreement.

3. Category 4 (B. Ed. Elementary)

   Only teachers in Category 4 with a Bachelor of Education (Elementary) degree who received an allowance of $100 in 1978 shall continue to receive said allowance.

Article B.22 Experience Recognition

1. Submission of Proof: The submission to the Employer of proof of experience is the responsibility of the teacher and shall be in a manner defined by the Employer.

2. Increment Date: An increment shall be awarded annually, to the category maximum, on September l, January 1, or April 1, following the date on which the applicable experience accumulation is earned.

3. Criteria: The criteria in determining the number of years' experience applicable for salary purposes shall be as follows:

   a. Full recognition to the category maximum for experience gained in:

      i. Government funded and inspected schools in Canada, the British Commonwealth and the U.S.A. provided:

         1. a minimum of eight (8) months' full-time employment in one (l) year shall be required to constitute a full year's experience.

         2. a minimum assignment of 80% of full-time employment for ten (10) consecutive school months shall constitute a full year's experience. Such experience credit shall not be granted for experience gained prior to September 1, 1979.

      ii. Experience credit earned prior to July 1, 1988 will be granted for:

         1. periods of full-time employment each four (4) months or more;

2. periods of part-time employment each four (4) months or more in proportion to the percentage of time taught.

3. Any combination of these experience credits must total ten (10) months to constitute a year's experience.

iii. Experience credit also will be granted for:

1. any continuing or temporary appointment to the District subsequent to July l, 1988, (i.e. less than Article B.22.3.a.i.1 and B.22.3.a.i.2 above)

2. No teacher shall lose experience recognition as a result of the implementation of this clause.

3. Any combination of these experience credits must total ten (10) months to constitute a year's experience.

iv. Subsequent to September 1, 1988, Substitute teaching shall accumulate for experience credit if the total accumulation during the school year equals or is greater than forty (40) days of full time employment or its equivalent. One hundred and sixty (160) days of full-time substitute employment or its equivalent shall constitute a year's experience for increment purposes.

v. Professional employment as a member of an accredited university or college faculty if the employee holds a valid teaching certificate and the total load is nine (9) hours or more a week for a full academic year.

vi. Professional employment by the Ministry of Education while holding a valid teaching certificate.

vii. On application to the Superintendent a teacher may be granted experience credit for teaching in private schools in Canada or other schools or institutions not specified herein.

viii. Teachers with experience outside teaching in a field or fields closely related to the main subjects of their courses may be credited with not more than three (3) years' experience in addition to those recognized for teaching experience, but in no case shall their salary exceed the maximum of the category on which they are paid. The Superintendent shall evaluate such experience.

ix. Absence while on Employer paid sick leave and maternity in accordance with Article G.22 (Maternity Leave).

x. Full time service to the local Association or the British Columbia Teachers' Federation shall carry full experience credit. Part-time service shall be credited as for part-time teaching.

Article B.23 Part-time Teachers' Pay and Benefits

1. A part-time teacher is one whose FTE as set out in their letter of appointment is less than l.0. The calculation of the FTE shall be proportionate to the required work days (Article D.23.2) of a full-time teacher.

2. Part-time teachers shall be paid that portion of their regular scale placement as set out in their letter of appointment.

3. Sick leave provisions for part-time teachers shall be as set out in Article G.21 (Sick Leave).

4. Part-time teachers shall be eligible to participate in all benefit plans in accordance with Article B.11.2 (General Benefits).

Article B.24 Positions of Special Responsibility

1. It is recognized that it is the Board's prerogative to establish new positions of special responsibility. However, in the event that a new position is created during the life of this Agreement then the allowance will be negotiated by the Association and the Employer.

2. Department Heads

   a. Each year, the appropriate Administrative Officer, in consultation with the current department heads and the school staff, shall review and revise, if required, the job descriptions for department heads. These descriptions shall be the recognized job descriptions for such positions.

   b. Annual allowances will be provided as follows:

	July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
For six (6) Department Heads at S.O.S.S.:	$ 10,664	$ 10,931	$ 11,204	$ 11,484	$ 11,714
For three (3) Department Heads at O.S.S.:	$ 5,332	$ 5,465	$ 5,602	$ 5,742	$ 5,857
For three (3) Department Heads at S.E.S.S.:	$ 4,613	$ 4,728	$ 4,846	$ 4,967	$ 5,067

   c. Notwithstanding Article B.24.2.b, the principals, in consultation with the current department heads and school staff, may decide to create a greater or fewer number of Department Head positions and determine the appropriate allocation of the above allowances.

   d. This clause shall not require the Board to create Department Head positions nor to agree to split work loads.

3. Principal's Designate

a. A principal's designate is a teacher appointed to be temporarily in charge of a given school when the principal is absent and where no vice-principal has been appointed or where a school has a principal and a vice-principal and it is necessary for both to be absent.

b. No principal's designate shall be left in charge of a school for a period in excess of five consecutive working days.

c. Principal’s designates shall be paid an annual sum as follows:

July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
$ 313.65	$ 321.49	$ 329.53	$ 337.77	$ 344.52

d. Principal's designates shall be selected from the school staff and appointed by the Board upon the recommendation of the principal. Such appointments shall be made on an annual basis.

e. The principal's designate shall not issue student suspensions or deal with major administrative or managerial duties or undertake supervision or evaluation of teachers.

f. He/she shall strive to ensure that the safety of students and the security of the school are maintained and shall deal with emergent matters.

g. The principal's designate is encouraged to consult with a district office administrator to deal with unique or unusual matters.

Article B.25 First Aid Allowance

1. The Employer shall pay an annual allowance as set out below to a teacher or teachers holding a valid Industrial First Aid Certificate and designated by the Employer as the First Aid attendant in a school pursuant to the WCB Regulations.

July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
$ 418.20	$ 428.66	$ 439.37	$ 450.36	$ 459.36

2. The Employer shall reimburse the applicable course fees for the renewal of the certificate, subject to successful completion of the course by such designated teacher. It will be the responsibility of the teacher to apply for this reimbursement and provide proof of payment and proof of successful completion of the course.

3. It is understood that the Employer may designate an employee other than a member of the bargaining unit.

Article B.26 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. An appointed teacher shall be paid l/10 of current annual salary in respect of each month in which the teacher works all prescribed school days that month.

3. Where employment begins on a day other than the first prescribed day of a month, or terminates on a day other than the last prescribed day of a month, the amount to be paid in salary for that month shall be proportionate to the number of prescribed days in that month.

Article B.27 Salary Protection

1. No teacher currently on staff shall incur a reduction in basic salary only because of the implementation of this agreement.

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. Seniority

a. In this article, "seniority" means a employee's length of continuous service since the effective date of appointment to a continuing contract. Upon appointment to continuing contract a employee's seniority date shall be adjusted to reflect aggregate full-time equivalent service on temporary appointments in the district during the five immediately preceding school years.

Continuous service shall include periods of time away from teaching in School District No. 53 for the reasons set out in Article C.2.7.f below (for seniority purposes).

b. In addition to the provisions of Article C.2.7, the seniority for an employee on a continuing contract shall include:

i. Teacher on call seniority accumulated pursuant to PCA Article C.2.3;

ii. Seniority on a temporary appointment accumulated pursuant to PCA Article C.2.4; and

iii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.

c. Where the seniority of two or more employees is equal under the preceding paragraph, the employee with the greatest full-time equivalent continuous service since appointment shall be deemed to have the greatest seniority. Periods away from teaching in School District No. 53 for the reasons set out in Article C.2.7.f below shall be counted as service (for seniority purposes).

d. Where the seniority of two or more employees is equal under the preceding paragraph, the employee with the greatest full-time equivalent service in previous appointments with School District No. 53 shall be deemed to have the greatest seniority.

e. Where the seniority of two or more employees is equal under the preceding paragraph, the employee with the greatest full-time equivalent out-of-district teaching experience recognized for salary purposes shall be deemed to have the greatest seniority.

f. Absence from teaching in School District No. 53 for the following reasons shall be considered part of continuous service:

i. Leave of absence approved by the Employer, including long-term sick leave.

ii. Leave for duties with the South Okanagan Similkameen Teachers' Union and the B.C. Teachers' Federation.

iii. Secondment to the Ministry of Education, a Faculty of Education or pursuant to a recognized teacher exchange program.

iv. Leave for teaching with the Department of National Defense or Canadian Universities Services Overseas.

v. Self-Funded Leave Plan.

vi. Compassionate care leave (Article G.2).

vii. For the purposes of this section, continuity of service shall be deemed not to have been broken by resignation for purposes of approved maternity leave followed by re-engagement within a period of one year. Seniority that was previously ported from SD No. 53 to another school district pursuant to Article C.2.2 shall not be credited, unless such seniority is subsequently ported back to SD 53 pursuant to Article C.2.2.

viii. For the purposes of this section, continuity of service shall be deemed not to have been broken by termination and re-engagement pursuant to Article C.3.5.

8. Seniority List

a. The Employer shall, by January 15 of each year, forward to the Association a list of all employees employed by the Employer in order of seniority calculated according to this article setting out the length of seniority as of September 1 of that year.

9. Article C.2.7 shall apply only to teachers on continuing appointments.

Article C.3 Recall/Severance/Termination

1. Where the Employer considers that for educational, organizational or budgetary reasons it is necessary to reduce the total number of teachers employed by the Employer, it shall be done in accordance with the provisions of this article. Nothing in this article is intended to interfere with the Employer's authority regarding suspension, dismissal or termination of teaching personnel for proper cause in accordance with this Agreement, the *School Act or Regulations.*

2. Principle of Security

    a. For the purposes of this article, the Employer and the Association recognize that increased length of professional employment with the Employer entitles teachers who possess the necessary qualifications to increased security of teaching employment.

3. Procedures for Reducing Staff

    a. When a reduction in the number of teachers employed is necessary, the teachers to be retained on staff shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.

    b. The Employer shall give each teacher it intends to terminate pursuant to this article at least thirty calendar days' notice in writing, such notice to be effective at the end of the school year, the commencement of Christmas or Spring Break, or the commencement of Semester or Quarter Break. The Employer shall concurrently forward a copy of such notice to the Association.

    c. The terms “seniority” and “qualifications” shall be interpreted as defined in Article C.2 and C.3.4 below.

4. Qualifications

    a. In this article, "necessary qualifications" in respect of a teaching position means a reasonable expectation, based on teaching certification, training, education and experience of a teacher that that teacher will be able to perform the duties of the position in an acceptable manner.

5. Teachers' Right of Re-Engagement

    a. When a position on the teaching staff of the district becomes available, the Employer shall, notwithstanding any other provision of this agreement, first offer re-engagement to the teacher who has the most seniority among those terminated 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 the right of re-engagement pursuant to this section.

i. If the position accepted is a temporary one, the teacher shall retain the right to re-engagement in a continuing appointment, for which the teacher is qualified, in accordance with this article.

b. A teacher who is offered re-engagement pursuant to this section shall inform the Employer whether or not the offer is accepted within 48 hours of receipt of such offer.

c. The Employer shall allow two weeks from acceptance of an offer under this section for the teacher to commence teaching duties; the Employer and the teacher may mutually agree to extend this time limit. The Employer may employ a temporary or teacher-on-call for the position until the teacher accepting the position is available.

d. A teacher's right to re-engagement under this section is lost if:

i. the teacher elects to receive severance pay under this article;

ii. the teacher refuses to accept two positions for which the teacher possesses the necessary qualifications, equal to or better than the previous percentage of full-time equivalent position held by the teacher;

iii. two years elapse from the date of termination under this article and the teacher has not been re-engaged;

iv. the teacher accepts continuing employment with another district;

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

vi. the teacher fails to respond to a notice of re-engagement within ten days of the date the notice is mailed by a registered letter.

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 re-engagement shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this Agreement by payment of the full costs of such benefits to the Employer.

8. Severance Pay

a. A teacher on continuing appointment who has one or more years of continuous employment and who is terminated save and except a teacher who is terminated or dismissed for proper cause in accordance with this Agreement, the School Act or Regulations, may elect to receive severance pay within eighteen (18) months of the date of termination.

b. Severance pay shall be calculated at the rate of 5% of one year's salary for each completed year of continuous service to a maximum of one 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 termination.

c. A teacher who receives severance pay pursuant to this article and who is subsequently re-hired by the Employer, shall retain any payment made under the terms of this section and in such case, for purposes only of the preceding sub-section, the calculation of years of service shall commence with the date of such re-hiring.

9. This article shall apply only to teachers on continuing appointments.

Article C.20 Employment on Continuing Contract

1. All teachers appointed by the Employer to the teaching staff of the district shall be appointed on a continuing contract of employment, except for:

   a. temporary appointments, subject to the provisions of this agreement;

   b. substitute teachers, subject to the provisions of this agreement.

Article C.21 Dismissal and Discipline for Misconduct

1. The Employer shall not dismiss, suspend or discipline any teacher bound by this agreement except for just and reasonable cause.

2. Where a teacher is under investigation by the Employer for alleged cause, the teacher and the Association shall be notified in writing, unless substantial grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified at the earliest reasonable time and before any disciplinary action is taken by the Employer. The teacher shall be advised of the right to be accompanied by a representative of the Association at any meeting in connection with such investigation and the Association shall be notified in advance before such meeting is held.

3. The Employer shall not dismiss any person bound by this agreement unless it has, prior to considering such action, held a meeting of the Board with the teacher entitled to be present, in respect of which:

   a. the teacher and the Association shall be given 72 hours notice of the meeting;

   b. at the time such notice is given, the teacher and the Association shall be given a statement in writing of the specific grounds for the contemplated action and all documents that will be considered at the meeting;

   c. the Association, on behalf of the teacher may file a written reply to the allegations prior to the meeting;

d. at such meeting the teacher shall be accompanied by a representative and/or advocate appointed by the Association and they shall be entitled to hear and to respond to all the evidence presented to the Board, to receive copies of all documents placed before the Board, and to ask questions of clarification, procedures, and/or information;

e. the decision of the Board shall be communicated in writing to the teacher and the Association and shall contain specific reasons for the decision.

4. The parties acknowledge that it is desirable to avoid damage being caused to a teacher's reputation by premature release of information regarding a matter which is or may be the subject of discipline or dismissal of the teacher, and therefore agree as follows:

   a. neither party shall release to the media or the public information in respect of the discipline or dismissal of a teacher, except as agreed by the parties or by joint release agreed upon by the parties, before an arbitration board constituted to hear a grievance of the discipline or dismissal has issued its final award.

   b. the foregoing shall not be construed as preventing the Board from disclosing the fact that discipline, suspension or dismissal of a teacher has occurred. The Association shall be notified of such disclosure.

5. Notwithstanding Provincial Article A.6.0 (Grievance Procedure), where a teacher has been dismissed, the Association shall have the option of referring a grievance regarding the dismissal directly to arbitration provided for in that Article.

6. Discipline, suspension or dismissal shall not be set aside by an arbitrator on the basis of a technical irregularity or an error in procedure.

7. Where a teacher is suspended under Section 15(5) of the School Act, the Board shall, prior to taking further action under Section 15(7) of the School Act, hold a meeting in accordance with the procedures outlined in Article C.21.3, unless the right to this meeting is waived in writing by the Association or the teacher.

8. Prior to a teacher being suspended under Section 15(4) of the School Act, the Board shall hold a meeting in accordance with the procedures outlined in Article C.21.3, unless the right to this meeting is waived in writing by the Association or the teacher.

Article C.22 Procedures Where Dismissal Based on Performance

1. The Employer shall not dismiss a teacher pursuant to this Article except where the Employer has received three reports indicating that the learning situation in the class or classes of the teacher is less than satisfactory.

2. The reports shall be prepared in accordance with the process established in Article E.23 (Evaluation) of this Agreement, and in accordance with the following conditions:

   a. the reports shall have been issued in a period of not less than twelve (12) months and not more than twenty-four (24) months, exclusive of any period of leave;

b. at least one of the reports shall be a report of the Superintendent of Schools or the Assistant Superintendent of Schools;

c. at least one of the reports shall be a report of the Administrative Officer of the school to which the teacher is assigned;

d. the reports shall be written independently of each other.

3. Within one (1) month of a teacher receiving a first or second less than satisfactory report, the teacher may:

a. request and may be granted, a transfer to a position which he/she feels will provide an optimum opportunity to show improvement, and such request shall not be unreasonably denied, or,

b. request and shall be granted a leave of absence without pay on one occasion for up to one year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation shall be undertaken not less than three (3) months after the teacher has returned to teaching duties. The period of leave and the three (3) months after the teacher has returned shall not count for purposes of Article C.22.2.a above.

4. Where the Employer intends to dismiss a teacher on grounds of less than satisfactory teaching performance, it shall notify the teacher and the President of the Association of such intention and provide an opportunity for the teacher and his/her representative to meet with the Superintendent and the Board within 14 days of such notice.

5. Where, subsequent to such meeting, the Employer decides to dismiss a teacher pursuant to this Article, it shall issue notice of dismissal at least one month prior to the date of dismissal, setting out the grounds for such action.

Article C.23 Part-time Teachers' Employment Rights

1. A teacher with a continuing full-time appointment to the teaching staff of the district may without prejudice to that appointment request a part-time appointment for a year or less, and the Employer shall not unreasonably refuse such a request.

2. At the end of the specified period, the teacher may request a further part-time appointment of not more than one additional year, which may be granted at the Superintendent's discretion.

3. At the end of the period of the part-time appointment, a teacher shall have the option of:

a. reverting to a comparable full-time continuing appointment in the same school, or if such is not available,

b. assuming another full-time continuing position in that school, or if such is not available,

c. assuming another comparable full-time continuing position in the district, or

d. with the approval of the Employer, having his/her appointment adjusted to a continuing part-time appointment. Such approval may depend on the willingness of the teacher to be transferred to match up with another continuing part-time position. In that event, approval will not be withheld.

4. A teacher with a continuing part-time appointment may without prejudice to that appointment request an additional temporary part-time appointment for a specified fraction of time.

5. A teacher on a part-time continuing appointment, or a part-time temporary appointment, may request a full-time continuing appointment, and shall have rights to such appointment as are contained in this agreement.

6. Two teachers employed full-time by the Employer may jointly request a specified job-sharing appointment in respect of a single full-time position that is currently held by either one of the teachers. Where the request is granted,

   a. salary shall be pro-rated according to the percentage of time worked by each teacher;

   b. when one of the teachers agrees to work due to the temporary absence or illness of the other teacher, that teacher shall receive payment at full pro-rata scale placement for all such work; and

   c. each teacher is considered for all other purposes, including benefits (Article B.11.2.f), to be on unpaid leave of absence with respect to the time not worked for the period of one year at which time they may request a further job-sharing appointment of not more than one additional year, which may be granted at the Superintendent's discretion.

   d. at the end of the period of the job sharing appointment or where one of the teachers terminates his/her employment, Article C.23.3 shall apply.

Article C.24 Temporary Teachers Employment Rights

1. The Employer may appoint a teacher on a temporary appointment only in the following circumstances:

   a. to replace a teacher who is absent on any paid or unpaid leave, including any secondment or any vacancy created by Article C.23 (Part-Time Teachers' Employment Rights).

   b. to replace a teacher whose employment terminates for any reason during the school year, for not more than the duration of that year.

   c. for the purposes of an assignment to a pilot program or special project for a period of one school year or less, or to replace a teacher who is so assigned.

d. to accommodate an unanticipated enrolment increase, for not more than the duration of the school year.

2. Notice of a temporary appointment shall be in writing, specifying the period of its duration. At the expiration of the period specified in the notice, a temporary appointment shall be deemed to be terminated.

3. The Employer agrees to provide the Association, by October 15 in each school year, a list of teachers hired on temporary appointments for the school year, and a list of positions the Employer considers temporarily existing or temporarily vacant for the school year.

4. After ten (10) consecutive months on a temporary appointment, a teacher will be placed on a continuing contract if rehired by the Employer the next school year. This clause does not apply to part-time continuing teachers who obtain additional temporary appointments.

5. Article C.24.4 notwithstanding, a teacher on a temporary appointment, who is directly replacing a continuing contract teacher on a maternity leave, parenthood leave, secondment, DND leave, leave caused by Article G.36.2 or any combination thereof, for longer than ten (10) consecutive months, shall be appointed to a continuing contract after twenty (20) consecutive months on a temporary appointment if rehired by the Employer the next school year.

6. For the purposes of Articles C.24.4 and C.24.5, appointments made in accordance with Article C.25.3.a shall not constitute rehiring.

Article C.25 Teachers-On-Call Employment Rights

1. Availability of Teachers-on-Call

   a. When classroom coverage is necessary for a teacher with instructional duties who is absent from school, a teacher-on-call or a teacher replacement shall be employed.

   b. In emergency situations, where no suitable teacher-on-call is available, a teacher may be required to perform the duties of a teacher who is absent.

2. Teacher-on-Call List

   a. The Employer shall maintain a list of the following:

      i. Teachers-on-call (Certified by the B.C. College of Teachers)

      ii. Teacher Replacements (non-certified)

   b. Teachers-on-call with the appropriate qualifications and experience shall be called before teacher replacements.

c. The teacher-on-call list shall be established annually. Teachers-on-call on the list as of June 30 will be surveyed as to their desire to remain on the list for the coming school year. New teachers-on-call will be added throughout the year with the approval of the Superintendent of Schools or designate. Teachers shall not be removed from the teacher-on-call list by the Employer save for just and reasonable cause.

d. The Employer shall forward to the Association a copy of the teacher-on-call list as it is updated.

3. Appointments

a. Where the Employer reasonably expects a teacher to be absent for more than 20 days, the vacancy shall be filled by appointment to a temporary contract. When a teacher-on-call completes 20 days continuous teaching in the same assignment, a temporary contract shall be granted retroactively to the commencement of the assignment.

b. The teacher-on-call initially assigned to a class where the teacher is absent for an indefinite time shall be permitted to continue the assignment until the absent teacher returns, provided that the teacher-on-call is properly performing the duties of the absent teacher.

c. Except as provided for in Article C.25.1 above a teacher-on-call shall be required to assume only the duties of the teacher he/she is replacing.

SECTION D WORKING CONDITIONS

Article D.3 Alternate School Calendar

1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02.*

2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.

3. The process outlined below in Article D.3.4 thru Article D.3.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.

4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.3.6 below for final and binding resolution.

5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.

6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.

7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:

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

    ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;

    iii. Within a further five (5) working days, the parties shall exchange initial written submissions;

    iv. The hearing shall commence within a further ten (10) working days; and

    v. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.

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

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

Article D.4 Preparation Time

1. Effective September 1, 2006, in districts where elementary teachers are entitled to less than 90 minutes of preparation time each week, each full-time elementary teacher shall receive an average of 90 minutes of preparation time per week.

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

3. Preparation time for part time teachers shall be provided in accordance with the Previous Collective Agreement.

[See Article D.22 for additional preparation time provisions]

Article D.5 Middle Schools

1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.

2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.

3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.

4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.

5. a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).

b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.

c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:

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

ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;

iii. Within a further five (5) working days, the parties shall exchange initial written submissions;

iv. The hearing shall commence within a further ten (10) working days; and

v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.

6. Where a middle school program has been established on or prior to ratification of this Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

Article D.20 Intentionally left blank

Article D.21 Medication and Medical Procedures

1. The employer shall establish a system for the administration of medication and medical procedures for the exceptional students.

Article D.22 Hours of Work, Preparation and Planning

1. Regular Work Day

a. The regular work day of a full-time elementary teacher is inclusive of

i. instructional time in the classroom not to exceed five hours and five minutes inclusive of fifteen (15) minutes of recess;

ii. a regular noon intermission.

b. The regular work day of a full-time secondary teacher is inclusive of

i. instructional time in the classroom not to exceed five hours and twenty minutes inclusive of homeroom;

ii. a regular noon intermission.

2. 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, and study periods.

3. There shall be no increase in the weekly instructional assignment of a full-time teacher during the term of this agreement.

   a. It is agreed that a teacher may voluntarily, with the Employer's agreement, undertake a weekly instructional assignment which shall alter the maximum instructional time worked in any regular work day provided the weekly instructional assignment does not exceed the normal weekly instructional maximums. These arrangements are subject to the ratification of the teaching staff of a school for educationally sound reasons.

4. Full-time elementary teachers shall be provided on their timetable ninety (90) minutes per week, or one hundred and eighty (180) minutes in each two (2) week period free from instructional duties. The minimum block of time shall be 30 minutes unless a teacher requests a smaller block of time.

5. Full-time secondary teachers shall be provided on their timetable twelve and one-half percent (12.5%) of total instructional time for purposes of preparation.

6. Preparation time shall be provided for lesson planning, correcting papers, collecting materials, group planning and other duties related to preparation for teaching.

7. Part-time teachers shall receive preparation time pro-rated according to their teaching assignment.

8. 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.

Article D.23 Regular Work Year for Teachers

1. The annual salary established for employees covered by the Agreement shall be payable in respect of the teacher's regular work year as outlined in the Board's annual school calendar which shall not exceed 194 days.

2. The number of required days of work for a full-time teacher shall be as follows:

   a. 187.0 days of instruction
   b. 5.0 days for professional development
   c. 1.0 day for parent/teacher conferences
   d. .5 day for opening day administration
   e. .5 day for year end administration.

3. The following days shall not be included as required days of work:

a. Saturdays, Sundays and Statutory holidays.
b. Christmas and Spring Break periods

c. non-instructional days scheduled by the Employer for in-service outside the regular work year.

4. Any work performed by employees covered by this agreement beyond the teacher's regular work year shall be voluntary.

5. Where, at the request of the Superintendent or designate, a teacher agrees to work outside of the teacher's regular work year, the Superintendent or designate shall give the teacher paid time off during the school year at a mutually agreeable time, or failing such agreement, shall pay the teacher pro-rata based on the teacher's annual salary.

6. All days in session shall be scheduled during the period commencing the Tuesday after Labour Day and ending no later than June 30.

   Should it be necessary to extend the school year beyond this period in order to meet the legal requirements or to schedule the regular work days, it will be done in consultation with the Association, and the Employer shall endeavor to obtain the agreement of the Association. It is intended that, where possible, the days in session will be scheduled to end on the last Friday in June.

7. The first day of Christmas break shall be on the Monday preceding December 26. School shall re-open on the Monday following January 1 unless January 1 is Saturday or Sunday then school shall re-open Tuesday, January 3 or January 4.

8. The first day of Spring Break shall be the third Monday in March. School shall re-open the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall re-open on the Tuesday following the fourth Monday in March.

Article D.24 Supervision Duties

1. a. No teacher shall be required to perform school supervision duties during the school’s regularly scheduled noon intermission.

   b. No teacher shall be required to perform school supervision duties during the school's scheduled recess break.

2. Other supervision duties shall not be increased as a result of the implementation of this article.

3. Principals shall consult with their school staff to achieve a balanced distribution of supervision duties.

4. The parties agree that teachers who supervise any school event held outside of regular instructional hours do so on a voluntary basis.

Article D.25 Intentionally left blank

Article D.26 Extra-Curricular Activities

1. In this agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school.

2. The Association and the Employer agree that extra-curricular activities are an important element of a student's school life. It is recognized that teachers participate in extra-curricular activities on a voluntary basis.

3. Involvement or non-involvement in extra-curricular activities shall not form any part of the job description, posting, or evaluation of any teacher.

4. The Employer's Comprehensive General Liability Insurance shall cover teachers for liability arising from approved extra-curricular activities.

Article D.27 Health and Safety

1. The Employer agrees to maintain a safe and healthy environment in the work place.

2. A Health and Safety Committee shall be established and maintained as required by Workers' Compensation Board Regulations. The Health and Safety Committee shall develop a plan to assist in meeting the WHMIS requirements of the Workers' Compensation Board Regulations.

3. A teacher shall not be disciplined or penalized for refusal to work in conditions that he/she reasonably believes are unsafe or where health is at risk.

4. Teachers have a duty to render assistance in an emergency but shall not be called on to administer medication to students on a regular predictable basis.

5. Where it is known that exceptional circumstances exist that require a student to receive medication, and no one other than the teacher can administer such medication, the matter will be discussed and resolved with the Association.

6. The examination of students for communicable diseases or infestations shall not be the responsibility of any teacher.

Article D.28 Local Association Involvement in Board Budget Process

1. Each year during the preparation of the annual budget, the Association may present its views on budget matters to the Board of Trustees or a committee of the Board.

Article D.29 Staff Meetings

1. The principal shall give at least seven (7) days notice of a regular staff meeting. Where seven (7) days advance notice is not given, teachers shall make reasonable efforts to attend the meeting.

2. All staff members shall have the right to submit items for consideration on the staff meeting agenda. The principal may refuse to place an item on the agenda for the reasons of impropriety or confidential personnel matters.

3. An agenda of items shall be given to teachers two (2) days prior to any regular staff meeting.

4. Written minutes of staff meetings shall be kept and copies shall be provided to all staff.

5. Staff meetings shall be held only on school days as defined by the school year calendar.

6. Staff meetings shall not be scheduled to commence more than one half (1/2) hour prior to the beginning of classes nor to conclude later than two (2) hours after the dismissal of students. The length of the staff meeting shall not exceed one and one-half (1 1/2) hours except with the agreement of the parties.

7. Teachers shall attend regular staff meetings, unless excused by their principal. Attendance at staff meetings which extend beyond the time frames set out in paragraph 6 is not required, but teachers shall make reasonable efforts to attend such staff meetings.

8. Part time and itinerant teachers shall attend staff meetings whenever practicable.

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. <u>Step 1</u>

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. <u>Step 2</u>

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 Posting and Filling Vacancies

1. Posting Procedure

All temporary and continuing positions in the District for which recruitment is required shall be posted internally as follows:

a. shall be posted in all schools and district facilities;
b. all employees of the District may apply for such positions;
c. successful applicants will be advised of their new appointment;
d. unsuccessful applicants will be advised that their application was not successful.

2. Recruitment advertisements may be placed externally in addition to the internal postings noted above.

3. Filling Priorities

a. Position vacancies shall first be filled from the following list:

i. Employer-initiated transfers;

ii. Applications from:

1. continuing teachers
2. teachers returning from leaves

Where a vacancy is to be filled from Article E.20.3.a.ii, the vacancy will be filled by the senior applicant who has the qualifications necessary to fill the vacancy. Qualifications are defined in Article E.20.5.

b. Any remaining vacancies shall next be filled from the following list:

i. Placements of teachers returning from leaves who were not placed under Article E.20.3.a;

ii. Teachers eligible from the re-engagement list.

4. In filling any remaining vacancies, the Employer shall consider the following:

i. temporary teacher applicants;

ii. teacher-on-call applicants and other applicants.

Such appointments shall be made in a fair and reasonable manner.

5. The teacher appointed to a position shall be the teacher who possesses the best qualifications for the position. Where teachers possess qualifications which are relatively equal, the teacher with the greatest seniority shall be selected. Qualifications are defined as the academic training, experience, skills and abilities necessary to assume the duties and responsibilities of the available position, quality of teaching as reflected in reports, and the educational needs of the receiving school. It may include examination of written reports and references. Qualifications for a position will be fixed in the posting for the vacancy.

6. Filling Procedure

a. The reassignment of continuing staff within the school including teachers returning to the school from leaves of absence with rights to positions as prescribed in the collective agreement shall occur prior to April 30, where possible (Article E.22.2a).

b. Prior to June 30, filling of vacancies for the following school year shall proceed in the following manner:

i. All vacancies for the coming school year shall be posted as outlined in Article E.20.1.

ii. All vacancies filled from April 30 to June 30 shall follow the procedures in Posting and Filling (Article E.20), first from Article E.20.3 and then from Article E.20.4.

7. a. Vacancies filled after June 30 and to April 30 shall be filled as a temporary assignment . These positions will not normally be filled by a teacher who already occupies a continuing or temporary position. After the reassignment of school staff in accordance with Article E.20.6.a, these vacancies shall be posted for the following school year. A continuing teacher who was given a temporary assignment shall only be considered in the reassignment process in his/her original school as per Article E.20.6.a.

b. Notwithstanding Article E.20.7.a**,** where a position has been posted prior to June 30 and the position has not been filled under Article E.20.3, the Employer may fill the position after June 30 on a continuing basis.

c. Nothing in this article is intended to limit the appointment provisions of Article C.24.1.

8. After the commencement of school in September, when a part-time teacher's assignment is increased by a maximum of .3, the part-time teacher may receive the increase on a temporary basis without the increase being posted. After April 30, after the reassignment of continuing staff within a school, the entire assignment or the subsequent vacancy will be posted and all teachers in the district may apply.

Article E.21 Transfers

A transfer is the assignment of a teacher from the teaching staff of one school to the teaching staff of another school.

1. Employer-Initiated Transfers:

a. Transfers shall not be initiated by the Employer for arbitrary or capricious reasons.

b. An Employer official intending to recommend a transfer of a teacher shall meet with and inform the teacher of the nature of the proposed transfer and the reasons for it, at least seven (7) working days prior to the recommendation being placed before the Board.

c. The teacher shall have the opportunity to consider the matter and reply within five (5) working days and may request a meeting with the Superintendent or designate to discuss the matter. The teacher shall have the right to be accompanied by a member of the Association.

d. At or subsequent to such a meeting, the Employer and the teacher shall consult and determine the in-service required, if any, to adequately prepare for the proposed transfer.

e. Transfers initiated by the Employer shall be completed no later than June 21 in a school year for the next school year, except in exceptional circumstances.

f. Transfers initiated by the Employer during the school year as a consequence of changes in student enrolment shall not be subject to the time limits contained in Article E.21.1.b and E.21.1.c above.

g. If other circumstances not reasonably foreseen to the Employer necessitate transfers during the school year, the Employer and the Association will discuss the time limits governing such transfers.

h. Unless exceptional circumstances exist, any teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for three (3) school years.

i. A teacher who is transferred for reasons of projected enrolment decline shall have the option to return the following year to the position from which he/she was transferred, in the event that the projected decline did not actually materialize.

j. Where inter-community transfers are necessary, the Employer shall give first consideration to teacher-initiated transfer requests. If such requests cannot be met, transfers between communities shall be effected in accordance with the above provisions of this Article.

Article E.22 Assignment in School

1. Assignment within a school shall be based on the qualifications, training, experience, personal preference of the teacher, and the needs of the school.

2. a. Timetable constraints and scheduling options will be reviewed with staff prior to being finalized. Where possible such review shall take place prior to April 30 of each year.

   b. Where reassignment within a school is necessary because of unforeseen circumstances after the commencement of school in September, timetable constraints and scheduling options will be reviewed with staff and, prior to the reassignment being finalized, all available staff shall have the opportunity to express interest.

3. Assignments within a school shall be adjusted so that beginning teachers will be given a carefully designed teaching assignment whereby the most demanding classes are not the responsibility of a beginning teacher. The staff committee shall encourage more experienced teachers in a school to volunteer to assist with the orientation of a new teacher.

4. A teacher may appeal an assignment to the administrative officer either directly or through the staff committee. Failing resolution of the matter, it may proceed to the Superintendent.

Article E.23 Evaluation

1. All reports on the work of a teacher shall be in writing.

2. At least two (2) weeks prior to commencing observations, the evaluator shall meet with the teacher and discuss the purposes of the evaluation, the approximate time span and schedule of observations and the criteria and standards to be applied. The criteria shall be in writing and shall be as currently established in Board Policy (December 20, 1989).

   Changes to the criteria shall be made by mutual agreement between the Association and the Employer.

3. Not less than three (3) nor more than six (6) formal classroom observations which reflect the teacher's assignment shall be conducted in completing the report process.

4. Periods chosen for observation shall be during appropriate periods of the school year and the teacher shall have the opportunity to select two (2) of the observation times.

5. Following each observation, the evaluator shall discuss with the teacher his/her observations and impressions. Such observations and impressions shall further be provided to the teacher in the form of a written anecdotal statement as soon as is reasonably possible.

6. Reports shall be prepared only by evaluators authorized under the *School Act* and/or *Regulations*. The Board will develop and publish a policy outlining the criteria and standards to be used when a resource person (described in Section 20 (3) of the *School Act*) is consulted for the evaluation of teachers in specialized assignments. The Association will be consulted as part of the process in developing this policy.

7. The report shall reflect those aspects of the teaching and learning situation which can reasonably be expected to be within the teacher's responsibility and control.

8. Where relevant, the report shall note any discrepancy between the teacher's assignment and his/her professional training and/or experience.

9. The content of a teaching report shall be a specific objective description of the work of a teacher and the learning situation in the teacher's class, based on the criteria established under Article E.22.2.

10. In the event of a less than satisfactory report, a plan of assistance shall be made available to the teacher by the Employer. The plan of assistance shall be completed before another report is initiated.

11. The teacher shall be given a draft copy of a report at least 48 hours prior to preparation of the final copy. He/she shall have the opportunity of meeting with the evaluator in the company of a third person to discuss the draft. The teacher shall have the opportunity to:

    a. review the accuracy of information,

    b. request the inclusion of other relevant information, and

    c. discuss any items of concern.

12. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report.

13. 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.

Article E.24 No Discrimination

1. The Parties subscribe to the provisions and principles of the Human Rights Code of British Columbia, and without limiting the generality of the foregoing, agree that there shall be no discrimination against any teacher for reasons unrelated to the proper performance of his/her teaching duties and responsibilities, or because he/she is participating in the activities of the Association, carrying out duties as a representative of the Association, or involved in any procedure to interpret or enforce the provisions of the collective agreement.

2. The Employer will not condone or tolerate any written or verbal expression of sexism or racism.

Article E.25 Intentionally left blank

Article E.26 Intentionally left blank

Article E.27 Personnel Files

1. There shall be only one personnel file for each teacher, maintained at the district office. Any file relating to a teacher kept at a school shall be forwarded to the District office when the teacher leaves that school.

2. After receiving a request from a teacher, the Superintendent or designate, in respect of the district file, or the principal of the school or designate, in respect of any school file, shall as soon as practicable, grant access to that teacher's file.

3. An appropriate school board official shall be present when a teacher reviews his/her file, and the teacher may be accompanied by an individual of his/her choosing.

4. The Employer agrees that only factual material and material relevant to the employment of the teacher shall be maintained in personnel files. Where a teacher is of the view that material on file does not meet these criteria and the material is not removed from the file the teacher may submit a written comment on the material or any other supporting documentation which shall be attached to, and filed with, all copies of the disputed material.

5. Where material critical of the teacher, or in the nature of a reprimand, is placed in the file:

   a. the teacher shall be so informed, and

   b. the teacher may elect to attach an addendum to the material.

6. 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 two (2) years after the filing provided that no further material of that nature has been subsequently filed. If not removed the teacher may submit a written comment as per Article E.27.4 above.

7. Personnel files shall be in the custody of the Superintendent and shall not be accessible to other than appropriate administrative officials of the school district.

Article E.28 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 accusation is false, or

   b. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false.

2. The teacher and the teacher's family shall be entitled to all reasonable specialist counselling and/or medical assistance, up to a maximum of $3,000, to deal with negative effects of the allegations.

3. The teacher shall be assisted by the Employer in assuring successful return to teaching duties, including first priority for transfer to any vacant position requested by the teacher, short-term (less than 3 months) leave of absence with pay, and, where requested by the teacher, provision of factual information to parents as approved by the Board.

4. Where a teacher has been suspended pursuant to Section 15 (4 or 7) of the *School Act*, the teacher shall be reinstated with full back pay providing the teacher is acquitted of the charges and any additional investigation by the Employer concludes that the teacher has not been guilty of any wrongdoing.

Article E.29 School Act Appeals

1. Where a student and/or parent/guardian files an appeal under the *School Act* (Section 11) and/or Board By-Law of a decision of a teacher covered by this Agreement:

   a. the Board shall refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first informed or discussed the decision with the teacher(s) who made the decision;

   b. the teacher and the Association shall as soon as practicable be notified of the appeal and shall be entitled to receive all documents relating to the appeal;

   c. the teacher shall be entitled to attend any formal meeting with the Board or its representatives in connection with the appeal where the appellant is present and shall have the right to representation by the Association;

d. the teacher shall have the opportunity to provide a written reply to any allegations contained in the appeal.

2. No decision or By-Law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Agreement, or deprive the teacher of any right, benefit or process otherwise provided by statute law.

SECTION F PROFESSIONAL RIGHTS

Article F.20 Professional Development: Funding and Control

1. The Employer and the Association shall establish and maintain a District Professional Development Committee.

2. The Committee shall be comprised of:

   a. one teacher-elected representative from each elementary school;
   b. one teacher-elected representative from each secondary school;
   c. the Association's Professional Development Chairperson;
   d. one teacher-elected representative from the teachers-on-call;
   e. three representatives of the Employer.

3. The District Professional Development Committee shall develop an annual professional development plan, shall organize district-wide professional development activities and shall administer the Professional Development fund pursuant to guidelines developed by the Professional Development Committee and approved by both the Employer and the Association. Such guidelines shall include:

   a. guidelines for the allocation of funds to individual, school-based, and district-wide activities.

   b. procedures for receiving and approving applications for use of professional development funds and for disbursing such funds.

   c. accounting procedures which conform to generally accepted accounting practices.

   d. requirements for reports on funded activities and acceptable statements of expenses.

   e. procedures to facilitate teacher identification of professional development needs.

   f. procedures for designing, implementing, and evaluating Professional Development programs.

4. In each year of the collective agreement the Employer agrees to pay $225 per teacher to the Pro-D Fund; the South Okanagan Similkameen Teachers' Union shall pay $62.50 per teacher to the Pro-D Fund. The Board will also contribute $25 per teacher to be used for District wide activities.

5. In each year of the collective agreement, the Employer agrees to pay to the Pro-D Fund a sum of $1000 to provide Professional Development for teachers-on-call.

6. The Professional Development Committee is accountable to the Association and to the Board. It shall provide both parties with an annual written report regarding professional

development activities funded and including financial statements for the Fund. The statements and financial records may be audited by or on behalf of either party.

7. The Professional Development Fund is intended to improve teaching, including enhancement of curricular knowledge, development of instructional skills, broadening exposure to pedagogical theories, methods, and strategies, and other teaching-related activities approved by the Committee. The Fund will not be used for purposes other than professional development purposes.

8. The District Professional Development Fund will not be required to finance curriculum implementation in the district.

9. Nothing in this article shall limit the Employer's right to direct and pay for additional professional development activities or undertakings.

10. Leave of absence to participate in professional development activities shall be requested in accordance with Article G.20 (Leave – General).

Article F.21 Professional Development Days

1. All of the five (5) Professional Development days (Article D.23.2.b) shall be used for teacher professional development activities.

    a. A minimum of three (3) Professional Development days shall be used for activities determined at the school level by the School Professional Development Committee. Activities shall be scheduled in such a fashion as to ensure 190 days of instruction for some or all students in each school. The Administrative Officer shall be a member of the school Professional Development Committee.

    b. Such activities may include: program development, staff development, school plan development and individual in-service.

2. The remaining professional development days may be used for other activities such as district-wide, zonal, and provincial conferences.

3. The Employer shall approve such Professional Development day activities as are sanctioned by the District Professional Development Committee or in the case of the school-based days by the School Professional Development Committee.

Article F.22 Parent/Teacher Conference Days

1. The school administration and the staff shall have the flexibility to determine the scheduling of the Parent/Teacher Conference Day **(**Article D.23.2.c) and shall endeavor to accommodate those parents/guardians who are unable to attend during regular school hours. A full Parent/Teacher Conference Day shall not be counted as a day of instruction for any students.

Article F.23 Curriculum Implementation

1. It shall be the responsibility of the Employer and the Association to strike a District Curriculum Implementation Committee. When new curriculum and/or significant educational change is initiated by the district or the Ministry and introduced to the school district, the District Curriculum Implementation Committee shall make recommendations to the Employer and the Association that include the following:

    a. time requirements;
    b. professional support and inservice needs;
    c. material requirements;
    d. funding requirements;
    e. such other matters as the Committee feels appropriate.

2. The District Curriculum Implementation Committee shall be composed as follows:

    a. Elementary Administrative Officer
    b. Secondary Administrative Officer
    c. Superintendent of Schools or Designate
    d. Association Professional Development Chairperson or designate
    e. Elementary teacher
    f. Secondary teacher

3. The District Curriculum Implementation Committee may appoint sub-committees. The number of sub-committees will normally be limited to four at any one time.

    a. Where implementation of new curriculum affects either elementary or secondary instruction, the sub-committee will be comprised of up to four teacher members (which shall include representation from each affected school), selected by each school staff, and one Administrator.

    b. Where implementation of new curriculum affects both elementary and secondary instruction, the sub-committee will be comprised of up to six teacher members (one from each school), selected by each school staff, and one Administrator.

4. Curriculum sub-committees shall report and make recommendations to the District Curriculum Implementation Committee.

5. The Employer shall provide reasonable travel expenses and release time for members of the District Curriculum Implementation Committee and its sub-committees.

6. Upon request, the District Curriculum Implementation Committee shall receive reports on all grants and monies allocated for, and expenditures on, district curriculum implementation and/or educational change. The information shall be provided as soon as practicable.

7. When locally-developed district curriculum is being considered for introduction, an adhoc sub-committee may be struck by the District Implementation Curriculum Committee for the purposes of providing recommendations.

Article F.24 No Discrimination: Curriculum

1. Whenever a formal, written complaint is received that curriculum material is sexist, or discriminatory, the material shall be referred to an adhoc committee of two Employer and two Association members. This adhoc committee will review the material and make recommendations to the Employer. The Association recognizes it is the responsibility of the Employer to make the final decision as to suitability of curriculum material.

Article F.25 Professional Autonomy

1. Teachers shall, within the bounds of the prescribed curriculum and this collective agreement, 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 whom they are assigned.

Article F.26 School Accreditation

1. The primary objective of the school accreditation/assessment process is the improvement of learning outcomes for students. The means of achieving this objective is by school self-assessment to recognize school strengths in serving students and the identification and development of a school growth plan to address areas requiring development and improvements.

2, It is acknowledged that an internal and external accreditation/assessment requires increased clerical time and release time for teachers in order to minimize the disruption to instruction. The Employer shall provide such time in accordance with the Ministry guidelines and funding.

3. The teachers and the Employer representatives shall consider the recommendations of the external accreditation/assessment report. Should these recommendations not be acted upon, reasons in writing shall be provided upon request.

4. Ministry funds targeted for accreditation/assessment follow-up in a school shall only be used for those purposes.

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.21 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.28 for short term compassionate leave of up to 5 days.]

Article G.20 Leave - General

1. All leave requests under this section, except unplanned sick leave, shall be in writing and shall give reasonable notice to the Employer considering all the circumstances of the leave. In cases of emergency, the written leave request may be submitted retroactively.

2. The following procedure for determining the cost of a teacher on call will apply whenever there is a deduction based upon teacher on call costs including the following:

   Bereavement Leave (Article G.27.3)
   Discretionary Leave (Article G.82.1)
   Elected Office/Community Service Leave (Article G.30.2 and G.30.3)
   Summer Session Leave (Article G.32.1)
   Short-Term Leaves for Association, BCTF, CTF and College of Teachers (Article G.36.2)

a. If a teacher-on-call is called for the full duration of the regular teacher's leave, then the calculation will be based upon the actual cost of that teacher on call.

b. If no teacher-on-call is called, then the calculation will be based upon the cost of a teacher-on-call with Category 4 certification, for the full duration of the absence.

c. If a teacher-on-call is called for only a portion of the absence, the cost will be the greater of the following:

   i. the actual cost of that teacher on call for the portion of the absence, and

   ii. the cost of a Category 4 teacher on call for the full duration of the absence.

d. Where the regular teacher's absence is for more than one day, the above procedure will be applied separately to each day.

Article G.21 Sick Leave

1. Sick leave with pay is earned on the basis of 1.5 days for each month taught by the teacher in the service of the Employer. Teachers on part-time appointments will accrue sick leave on a proportionate basis to their appointment.

2. For the purpose of this article, a month taught shall mean a month in which a teacher is absent for not more that fifty percent (50%) of the teaching days.

3. Any days during which the teacher has been absent with full pay for reasons of illness, injury or unavoidable quarantine shall be charged against sick leave accumulated by the teacher. A teacher on an approved unpaid leave or on layoff from the Employer shall not have access to or accumulate sick leave for the period of such absence, but shall retain his/her cumulative allowance, if any existing, at the time of such leave or layoff.

4. The maximum number of days of sick leave allowed with full pay in any one school year shall not exceed 120.

5. Each teacher shall receive by October 31st an annual statement of his/her accumulated sick leave as of June 30th.

6. In each year, fifteen (15) days of sick leave shall be advanced to each teacher at the beginning of the school year. Teachers commencing employment with the Employer during the year shall then have available to them the pro rata portion of sick leave benefits which would accrue to them for the balance of the school year.

7. A teacher may be required to provide an acceptable medical certificate in relation to any absence due to illness or injury.

8. Sick leave accumulated and unused prior to June 30, 1988 shall be carried forward on behalf of each teacher.

9. Effective July 1, 2002, the accumulated sick leave credits of employees covered by the former School District No. 16 (Keremeos) collective agreement shall be continued. The application and subsequent accumulation of sick leave credits shall be in accordance with this Article.

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

Article G.22 Maternity Leave

1. Maternity leave without pay shall be granted:

    a. as provided for in Part 7 of the *Employment Standards Act* in effect as of July 1, 1988, or

    b. for a stated period of time determined by the teacher, not to exceed one (1) year beyond the statutory period, so that her return to duty will coincide with a normal term break.

2. For the purposes of this Article, a normal term break shall be considered to be the commencement of the school year, the commencement of school after the Christmas recess, and the commencement of school after the Spring Break.

3. After a teacher's pregnancy is confirmed she should inform the Administrative Officer so that matters associated with her leave can be discussed with the Superintendent.

4. A teacher on maternity leave shall receive experience recognition for up to a maximum of one (1) year.

5. For those benefits capable of being maintained, a teacher on maternity leave may, upon prepayment of the employee portion of premiums by post-dated cheques, have her benefits maintained by the Employer for up to a maximum of one year.

6. Early Return and Emergency Situations:

    a. in the case of an incomplete pregnancy, death of the child, or other special situations, or should a teacher's personal circumstances change, an application for return to duty at a date earlier than that specified above will be considered by the Superintendent, who will make every effort to comply with such requests.

    b. the teacher intending to make an early return to duty will submit a written application and, where applicable, a medical certificate.

7. Assignment

    a. notwithstanding the return to work provisions of the *Employment Standards Act*, a teacher returning during the same school year from maternity leave shall be reassigned to the same position in the same school held prior to the leave.

b. a teacher returning from maternity leave during the next school year, shall be assigned to the position which she would have held if the leave had not been taken.

8. Supplemental Employment Insurance Benefit Plan

When a pregnant teacher applies for and is granted maternity leave to which she is entitled pursuant to the *Employment Standards Act*, the School District shall pay to the teacher upon receipt of proof that she is receiving employment insurance benefits, ninety-five percent (95%) of her current salary for the first two (2) weeks of the leave.

Article G.23 Parenthood Leave

1. A teacher with a dependent child or children shall be granted upon request, a leave of absence without pay for a period up to twenty (20) school months and the return to duty will coincide with the commencement of a normal term break as defined in Article G.22 (Maternity Leave).

2. Unless exceptional circumstances exist, request for parenthood leave must be submitted in writing to the Superintendent by April 15, if the leave is to commence the following September, or three (3) months in advance if the leave is to begin during the school year.

3. For those benefits capable of being maintained, a teacher may, upon payment by post-dated cheques have the benefits paid by the Employer for the duration of the leave.

4. Teachers granted a leave of less than 20 months under this clause may request to extend their leave up to the maximum of 20 school months. This request shall be granted provided the request is submitted in accordance with the notice provisions of Article G.23.2.

Article G.24 Adoption Leave

1. The teacher (or teachers, if both are employed by the Board) shall be granted leave for mandatory interviews or travelling time to receive a child. Leave granted with pay for such purposes shall not exceed three (3) days.

2. In the case of adoption and legal guardianship of infants up to the age of three (3) years, maternity leave, without pay, shall be granted on request and shall commence from the date of arrival of the child in the home. The provisions of Article G.22 (Maternity Leave) shall apply.

Article G.25 Paternity Leave

1. A teacher shall be granted necessary time to take his wife to hospital, to return her home from hospital, or to attend the birth of his child. Leave granted with pay for such purposes shall not exceed two (2) days.

Article G.26 Jury/Witness Duty

1. A teacher who is required by a Court of Law to serve as a juror or to obey a subpoena as a court witness shall be granted leave with pay. The teacher shall give proof of such required service and shall pay to the Board any fees received for such service.

2. Leave of absence to appear in one's own defense or in appearances created by the teacher's private affairs shall be granted without pay.

Article G.27 Bereavement Leave

1. The Employer shall grant leave with pay to a maximum of five (5) days in the case of the death of a spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or any other person living in the same household.

2. Leave in excess of five (5) days may be granted without pay upon written request to the Superintendent of Schools.

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 leave for one (1) day, at the cost of a teacher-on-call, for the purpose of attending the funeral and additional days, if necessary, without pay, for travel.

Article G.28 Compassionate Leave

1. Where a teacher makes written application for compassionate leave because of serious illness, requiring hospitalization, within the teacher's immediate family as defined in Bereavement Leave, and where such leave is approved by the Employer, leave with pay shall be granted to a maximum of five (5) days annually. The teacher may be required to produce a certificate from a duly qualified medical practitioner as proof of such illness in his or her family.

[See also PCA Article G.2. Compassionate Care Leave for leave longer than 5 days]

Article G.29 Discretionary Leave

.1 As requested by the teacher, up to three (3) days leave of absence with pay for personal reasons shall be granted per school year, at the cost of a teacher-on-call, except as follows:

   a. in conjunction with the annual opening and closing of schools except with the approval of the Superintendent.
   b. to extend the school vacation periods of Christmas or Spring Break except with the approval of the Superintendent.

2. Leave requests are to be received by the Superintendent not less than five (5) days prior to the leave except in emergent circumstances.

3. Should a concern arise over the number of teachers applying to use discretionary leave on any given day due to the availability of TOC's or the operational needs of a school, the union president and the superintendent or their delegates will attempt to resolve the matter and the leaves so granted will be on a first come first served basis. The superintendent will make the final decision should resolution not be found. If leave requests are received at the same time, a teacher who has not been granted such a leave in that school year will have precedence over a teacher who has.

Article G.30 Leave for Elected Office and Community Service

1. When a teacher is nominated as a candidate and wishes to contest a village, municipal, regional, provincial or federal election, he/she shall be given leave of absence, without pay, during the election campaign. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, he/she shall be granted an unpaid leave of absence for one term.

2. Teachers elected or appointed to village, municipal or regional district offices or public boards, shall be granted leave at the cost of a teacher-on-call, of three (3) days in any one school year, and may be granted up to an additional five (5) days of leave at the cost of a teacher-on-call to attend meetings as required during school hours.

3. Teachers with community service request may be granted leave at the cost of a teacher-on-call for up to three (3) days in any one school year.

Article G.31 Summer Session Leave

1. With the approval of the Superintendent, a teacher with five years' experience or more in the District may be granted leave of up to two (2) teaching days in the last week of June to attend summer sessions out of province. Such leave shall be at the cost of a teacher-on-call.

Article G.32 Travel Leave

1. When the teacher is on a Board-directed activity or approved field trip or extra-curricular trip where return to work is delayed due to circumstances beyond the control of the teacher and the teacher has taken all reasonable steps to arrive on time, a leave of absence with pay shall be granted. Where the teacher has access to a telephone, he/she should make all reasonable effort to inform the principal or designate of the delay in the return, the reason for the delay and the expected time of arrival.

Article G.33 W.C.B. Leave

1. An employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the *Workers Compensation Act*, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and his/her regular salary to a maximum of six (6) months, provided that such employee shall not be entitled to use his/her sick leave credits for time lost during the said six (6) month period by reason of any such disability.

2. Where the disability continues beyond the initial six (6) month period, the employee shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and his/her regular salary to a maximum of an additional six (6) months, provided that such employee has sick leave credits available. In such cases, the charge against the teacher's sick leave credits shall be in the same proportion that the Employer's payment bears to the full salary of the teacher computed at the end of each month, to the nearest half-day.

Article G.34 Self-Funded Leave Plan

1. The Board shall administer a Self-Funded Leave Plan determined by a separate agreement. The Board's liability shall be limited to the administration of the plan and shall not extend to any capital amount of, or interest owing on, invested funds lost due to insolvency of the eligible financial institution.

2. On return from leave, the teacher shall be assigned to a comparable position in the same school or if such is not available to another comparable position in the district or to another available position which is acceptable to the teacher.

3. The teacher's Self-Funded Leave Plan contributions shall be issued as soon as reasonably possible following the regular pay day.

Article G.35 President's Leave

1. The Employer agrees to release the president of the Association from teaching duties for the period and percentage of time up to and including 100% (one hundred percent) as determined by the Association each year.

2. If the period of time is less than 100%, the president-elect, in consultation with the Superintendent and the appropriate Administrative Officer, shall arrange his/her leave so that it meets with the requirements of Association responsibilities and his/her teaching duties.

3. Request for such leave shall be in writing and received by the superintendent prior to May 31st preceding the school year for which the leave is requested.

4. The Employer shall continue to pay the president's salary and to provide benefits as specified in the Agreement.

5. The Association shall reimburse the Employer for 100% (one hundred percent) of such salary, benefits and pension costs upon receipt of a monthly statement.

6. The President, returning to teaching duties upon completion of a leave period, shall be assigned:

   a. to a comparable position in the same school commensurate with his/her most recent experience and training or;

   b. to another position which is acceptable to the teacher.

7. For purposes of pension, experience, sick leave and seniority, the President shall be deemed to be in the full employ of the Employer.

8. In the event the President is unable to fulfill the presidential duties, the board shall provide a teacher on call to permit another Association member to assume the duties of the president. The provisions of this article shall also apply.

Article G.36 Leave for Association, BCTF, CTF and College of Teachers

1. Short Term Leave:

   Upon reasonable advance notice, the Employer shall grant leave, without loss of seniority, for elected or appointed representatives of the Association to attend to the duties involved to a maximum of eight (8) days per teacher in any school year.

   The following leaves shall not be included in the maximum leave provision of eight (8) days:

   a. leaves to prepare for and attend contract negotiations and third party hearings involving the Employer, and

   b. leaves to serve as members of a committee and/or task force of the BCTF, BCTF Representative Assembly, CTF and/or Teachers' College Council

   c. President's leave.

      Unless otherwise specified in this Collective Agreement, such leaves shall be granted without loss of pay, and the Employer shall be reimbursed by the Association for the cost of a teacher on call.

2. Long Term Leaves:

   The Employer agrees to release elected or appointed Association representatives from teaching duties to full-time (100% of school year) positions of the BCTF and CTF. Such release time shall be granted without pay and for a maximum of four (4) years.

A teacher returning to teaching duties upon completion of such leave shall be assigned:

a. to a comparable position in the same school commensurate with his/her most recent experience and training, or

b. to another position which is acceptable to the teacher.

Article G.37 Leave for Contract Negotiations

1. Leave of absence with pay shall be granted for two (2) members of the Association when negotiations are conducted during instructional hours.

Article G.38 Early Retirement Incentive Plan

1. The Employer will provide an early retirement incentive plan, subject to the following conditions:

   a. The plan is intended to operate at no cost to the Employer. The number of early retirements will be limited to two per year. The Employer retains the discretion to further limit the number of early retirement incentives approved when there are teachers on the recall list.

   b. In consideration of each early retirement incentive approved and notwithstanding the other provisions of Article E.20, once Articles E.20.3.a and E.20.3.b have been applied, the Association agrees that the Employer has the unfettered right to appoint the applicant of its choice.

   c. For a full-time teacher whose early retirement has been approved under the conditions of this plan, the total amount to be paid will be $20,000. For a part-time teacher, the amount will be pro-rated in accordance with their percentage of teaching time at the time of application. The amount will be paid following retirement on a date or dates selected by the teacher in consultation with the Secretary-Treasurer.

   d. Eligible teachers who wish to apply under this early retirement plan must apply to the Superintendent in writing not later than December 31 for retirement as of the following June 30.

   e. In order to be eligible to apply under this plan, a teacher must:

      i. be of age 55 to 64 as of June 30 of the school year in which retirement occurs.

      ii. have completed twenty (20) years or more of service as a teacher, ten continuous years with School District No. 53 which may include up to one year of leave.

      iii. as of the December 31 preceding retirement,

1. be actively employed for that school year, or

2. be an employee who has been on sick leave for not more than four continuous teaching months and who was actively employed in the 12 months immediately preceding the commencement of sick leave.

iv. not be eligible for a full pension at the time of retirement.

v. retire under the Teachers' Pension Plan at the time of retirement from School District No. 53.

f. In the event that more than two eligible teachers apply, selection will be based upon seniority as defined in Article C.2.7. In the event that applicants have the same seniority, age shall then be the determining factor.

g. The early retirement plan shall be subject to all applicable federal and provincial legislation.

h. In the event that the Provincial government initiates an early retirement plan, the Employer reserves the right to suspend the operation of this plan where a teacher would otherwise be eligible under both plans.

Article G.39 Teacher Exchange Return

1. The return provisions of a teacher exchange shall be agreed in writing between the employer and the employee in advance of the exchange. The return to the teacher's previous position will not be unreasonably denied.

SIGNATURES

Signed at _____, British Columbia, this _____day of _____, 2009

_____
Richard Goodwein, Secretary Treasurer
School District No. 53 (Okanagan-Similkameen)

_____
Ron Rachinski, President
South Okanagan Similkameen Teachers' Union

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

_____
Irene Lanzinger, President
British Columbia Teachers' Federation

Appendix A - Salary Grids South Okanagan Similkameen Teachers' Union

Effective July 1, 2006

Experience Increments	4/PC	5/PB	5+	6/PA(M)
0	$ 38,966	$ 41,795	$ 44,880	$ 45,964
1	$ 40,851	$ 44,188	$ 47,431	$ 48,570
2	$ 42,737	$ 46,580	$ 49,981	$ 51,176
3	$ 44,622	$ 48,972	$ 52,532	$ 53,783
4	$ 46,507	$ 51,365	$ 55,083	$ 56,389
5	$ 48,392	$ 53,757	$ 57,633	$ 58,995
6	$ 50,277	$ 56,150	$ 60,184	$ 61,601
7	$ 52,162	$ 58,542	$ 62,734	$ 64,207
8	$ 54,047	$ 60,934	$ 65,285	$ 66,813
9	$ 55,932	$ 63,327	$ 67,835	$ 69,420
10	$ 57,817	$ 65,719	$ 70,386	$ 72,026

Effective July 1, 2007

Experience Increments	4/PC	5/PB	5+	6/PA(M)
0	$ 39,941	$ 42,840	$ 46,002	$ 47,113
1	$ 41,873	$ 45,292	$ 48,617	$ 49,784
2	$ 43,805	$ 47,745	$ 51,231	$ 52,456
3	$ 45,737	$ 50,197	$ 53,845	$ 55,127
4	$ 47,669	$ 52,649	$ 56,460	$ 57,798
5	$ 49,602	$ 55,101	$ 59,074	$ 60,470
6	$ 51,534	$ 57,553	$ 61,688	$ 63,141
7	$ 53,466	$ 60,005	$ 64,303	$ 65,812
8	$ 55,398	$ 62,458	$ 66,917	$ 68,484
9	$ 57,330	$ 64,910	$ 69,531	$ 71,155
10	$ 59,263	$ 67,362	$ 72,146	$ 73,826

Effective July 1, 2008

Experience Increments	4/PC	5/PB	5+	6/PA(M)
0	$ 40,939	$ 43,911	$ 47,152	$ 48,291
1	$ 42,920	$ 46,425	$ 49,832	$ 51,029
2	$ 44,900	$ 48,938	$ 52,512	$ 53,767
3	$ 46,881	$ 51,452	$ 55,191	$ 56,505
4	$ 48,861	$ 53,965	$ 57,871	$ 59,243
5	$ 50,842	$ 56,479	$ 60,551	$ 61,982
6	$ 52,822	$ 58,992	$ 63,230	$ 64,720
7	$ 54,803	$ 61,506	$ 65,910	$ 67,458
8	$ 56,783	$ 64,019	$ 68,590	$ 70,196
9	$ 58,764	$ 66,532	$ 71,270	$ 72,934
10	$ 62,567	$ 71,117	$ 76,168	$ 77,942
Benefit from LOU No. 11 Re: 2008 Salary Harmonization				
2.5% increase:	$ 60,744	$ 69,046	$ 73,949	$ 75,672
Harmonization:	$ 62,567	$ 71,117	$ 76,168	$ 77,942
Harmonization %	3.00%	3.00%	3.00%	3.00%

Effective July 1, 2009

Experience Increments	4/PC	5/PB	5+	6/PA(M)
0	$ 41,963	$ 45,009	$ 48,331	$ 49,498
1	$ 43,993	$ 47,585	$ 51,078	$ 52,305
2	$ 46,023	$ 50,162	$ 53,824	$ 55,111
3	$ 48,053	$ 52,738	$ 56,571	$ 57,918
4	$ 50,083	$ 55,314	$ 59,318	$ 60,725
5	$ 52,113	$ 57,891	$ 62,065	$ 63,531
6	$ 54,143	$ 60,467	$ 64,811	$ 66,338
7	$ 56,173	$ 63,043	$ 67,558	$ 69,144
8	$ 58,203	$ 65,619	$ 70,305	$ 71,951
9	$ 60,233	$ 68,196	$ 73,051	$ 74,757
10	$ 64,131	$ 72,895	$ 78,072	$ 79,891

Effective July 1, 2010

Experience Increments	4/PC	5/PB	5+	6/PA(M)
0	$ 42,802	$ 45,909	$ 49,298	$ 50,488
1	$ 44,872	$ 48,537	$ 52,099	$ 53,351
2	$ 46,943	$ 51,165	$ 54,901	$ 56,214
3	$ 49,014	$ 53,793	$ 57,703	$ 59,076
4	$ 51,084	$ 56,421	$ 60,504	$ 61,939
5	$ 53,155	$ 59,048	$ 63,306	$ 64,802
6	$ 55,226	$ 61,676	$ 66,107	$ 67,664
7	$ 57,296	$ 64,304	$ 68,909	$ 70,527
8	$ 59,367	$ 66,932	$ 71,711	$ 73,390
9	$ 61,437	$ 69,560	$ 74,512	$ 76,252
10	$ 65,414	$ 74,353	$ 79,633	$ 81,489

LETTERS OF UNDERSTANDING REGARDING AMALGAMATION

Memorandum Of Settlement

Between:

British Columbia Public School Employers' Association (BCPSEA)

And:

British Columbia Teachers' Federation (BCTF)

RE: Grievance Concerning Recognition of Local Union, Dues Deduction and Membership – SD No. 5 (South East Kootenay), SD No. 6 (Rocky Mountain), SD No. 8 (Kootenay Lake), SD No. 53 (Okanagan Similkameen), SD No. 58 (Nicola-Similkameen), SD No. 79 (Cowichan Valley), SD No. 82 (Coast Mountains), SD 83 (North Okanagan-Shuswap), SD No. 91 (Nechako Lakes).

The following agreement is made on a without precedent and prejudice basis, respecting the above noted districts only and represents full and final settlement to the above noted grievance on the following terms and conditions:

1.0 Union Recognition

1.1 For collective agreement purposes, BCPSEA and each employer recognize one (1) local union/association per School District (Article A.2).

1.2 The organization of a local union/association and matters of how its authority/responsibilities are framed or delegated are matters within the exclusive authority of the BCTF and the local union/associations. Subject to PELRA and the exclusive bargaining agency of the BCTF, the local union/association designated by the BCTF has the exclusive right to exercise the local rights and capacities delegated by the BCTF pursuant to PELRA.

1.3 For purposes of recognition (Article A.2), upon written notice by the BCTF pursuant to Section 8 of PELRA, a new local union/association in the district succeeds and replaces the previously recognized union/association.

1.4 Nine (9) new local union/associations have been created:

1. the "Cranbrook and Fernie Teachers' Association";
2. the "Rocky Mountain Teachers' Association";
3. the "Kootenay Lake Teachers' Association";
4. the "South Okanagan Similkameen Teachers' Union";

5. the “Nicola Valley and Princeton Teachers’ Union”;
6. the “Cowichan Valley Teachers’ Federation”;
7. the “Coast Mountain Teachers’ Federation”;
8. the “North Okanagan Shuswap Teachers’ Association”; and
9. the “Burns Lake and Nechako Teachers’ Union”;

As a result,

SD No. 5 (Southeast Kootenay) – The Cranbrook and Fernie District Teachers’ Association will replace all references to the Cranbrook District Teachers’ Association in the previous local agreement.

SD No. 6 (Rocky Mountain) – The Rocky Mountain Teachers’ Association will replace all references to the Windermere District Teachers’ Association in the previous local agreement.

SD No. 8 (Kootenay Lake) – The Kootenay Lake Teachers’ Federation will replace all references to the Nelson District Teachers’ Association in the previous local agreement.

SD No. 53 (Okanagan-Similkameen) – The South Okanagan Similkameen Teachers’ Union will replace all references to the Southern Okanagan Teachers’ Association in the previous local agreement.

SD No. 58 (Nicola-Similkameen) – The Nicola Valley and Princeton Teachers’ Union will replace all references to the Nicola Valley Teachers’ Union in the previous local agreement.

SD No.79 (Cowichan Valley) – The Cowichan Valley Teachers’ Federation will replace all references to the Cowichan District Teachers’ Association in the previous local agreement.

SD No. 82 (Coast Mountains) – The Coast Mountain Teachers’ Federation will replace all references to the Terrace District Teachers’ Union in the previous local agreement.

SD No. 83 (North Okanagan-Shuswap) – The North Okanagan Shuswap Teachers’ Association will replace all references to the Shuswap Teachers’ Association in the previous local agreement.

SD No. 91 (Nechako Lakes) – The Burns Lake and Nechako Teachers’ Union will replace all references to the Nechako Teachers’ Union in the previous local agreement.

1.5 For grievances from the Column C geographical area, it is understood that the language from the Column C agreement would apply for incidents which crystallized prior to July 1, 2002. The BCTF will provide BCPSEA with a list of

such grievances. Should the date of crystallization be unclear, further discussions by the provincial parties shall take place.

2.0 Union Membership

2.1 With the exception of the exempted employees referred to in Article A.3.2, as a condition of employment (Article A.3), employees covered by the teachers' collective agreement must become and remain members of the BCTF and the local Union/Association recognized and named in Article A.2 of the collective agreement.

2.2 The active membership application form prepared by the Union will require membership in the BCTF and the recognized local Union/Association. Should the recognized local Union/Association require membership in another Union/Association/organization as a condition of their membership in the BCTF and/or recognized local Union/Association, such membership requirement for these organizations can be included on this form.

2.3 As a result,

SD No. 5 (Southeast Kootenay) – as a condition of employment, teachers will become and remain members of the BCTF and the Cranbrook and Fernie District Teachers' Association.

SD No. 6 (Rocky Mountain) – as a condition of employment, teachers will become and remain members of the BCTF and the Rocky Mountain Teachers' Association.

SD No. 8 (Kootenay Lake) – as a condition of employment, teachers will become and remain members of the BCTF and the Kootenay Lake Teachers' Federation.

SD No. 53 (Okanagan-Similkameen) – as a condition of employment, teachers will become and remain members of the BCTF and the South Okanagan Similkameen Teachers' Union.

SD No. 58 (Nicola-Similkameen) – as a condition of employment, teachers will become and remain members of the BCTF and the Nicola Valley and Princeton Teachers' Union.

SD No. 79 (Cowichan Valley) – as a condition of employment, teachers will become and remain members of the BCTF and the Cowichan Valley Teachers' Federation.

SD No. 82 (Coast Mountains) – as a condition of employment, teachers will become and remain members of the BCTF and the Coast Mountain Teachers' Federation.

SD No. 83 (North Okanagan-Shuswap) – as a condition of employment, teachers will become and remain members of the BCTF and the North Okanagan Shuswap Teachers' Association.

SD No. 91 (Nechako Lakes) – as a condition of employment, teachers will become and remain members of the BCTF and the Burns Lake and Nechako Teachers' Union.

2.4 The employer will send the completed active membership application form to the recognized local union/association.

3.0 Local and BCTF Dues Deductions

3.1 The employer agrees to deduct and remit dues and fees from teachers to the BCTF and the recognized local union/association pursuant to their constitutions and by-laws (Article A.4).

3.2 Pursuant to the BCTF and recognized local union's constitutions and by-laws, it is understood that this does not preclude the union from setting different dues/fee deductions for different members. Should this be the case, the recognized local union/association shall supply the employer with a letter from the recognized local union/association indicating the amount of dues/fees to be deducted.

3.3 When the employer remits the dues and fees to the BCTF and the recognized local union/association, the employer shall supply the recognized local union/association with a listing of the amount remitted for each member.

3.4 As a result,

SD No. 5 (Southeast Kootenay) – the Cranbrook and Fernie District Teachers' Association shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 6 (Rocky Mountain) – the Rocky Mountain Teachers' Association shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 8 (Kootenay Lake) – the Kootenay Lake Teachers' Federation shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 53 (Okanagan-Similkameen) – The South Okanagan Similkameen Teachers' Union shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 58 (Nicola-Similkameen) – the Nicola Valley and Princeton Teachers' Union shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 79 (Cowichan Valley) – the Cowichan Valley Teachers' Federation shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 82 (Coast Mountains) – The Coast Mountain Teachers' Federation shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 83 (North Okanagan-Shuswap) – The North Okanagan Shuswap Teachers' Association shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 91 (Nechako Lakes) – the Burns Lake and Nechako Teachers' Union shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

4.0 Effective Date

4.1 The implementation of this grievance settlement shall take effect July 1, 2003 or at a later date agreed to by the parties. Notwithstanding the above, should there be a change to the dues deduction/remittance that does not allow for implementation by September 1, 2003, the local parties shall meet to discuss the implementation date for these changes to the dues/remittance, but in no case shall these changes take effect later than thirty (30) days from receipt of notice.

BCPSEA

Date: 9th Oct 2003

Jinny Sims

BCTF

Date: 8th October 2003

This document replaces the original signed by Hugh Finlayson (for BCPSEA) and Jinny Sims (for BCTF) on July 8, 2003 and reflects necessary amendments as a result of the formation of a new amalgamated local union/association (the South Okanagan Similkameen Teachers' Union) in SD No. 53 Okanagan Similkameen.

/jr/utfe/iwa 1-3567

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

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

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

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

Original signed by:

Jinny Sims BCTF President	Jacquie Griffiths BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 1

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

Re: Designation of Provincial and Local Matters

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

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

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

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

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

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

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

Appendix 1 – Provincial Matters

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*

<u>Section A</u> — The Collective Bargaining Relationship

1. Term and Renegotiation
   - *1.71 Negotiations - Provision for Re-Opening During Tern, 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

<u>Section B</u> — 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

<u>Section C</u> — 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

<u>Section D</u> — 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

<u>Section E</u> — 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

<u>Section F</u> — 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*

<u>Section G</u> — 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

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

<u>Section A</u> — 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)

<u>Section B</u> — 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

<u>Section D</u> — 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

<u>Section E</u> — 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.

<u>Section F</u> — 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

<u>Section G</u> — Leaves of Absence

4.3 Banked Time Plan
4.7 Committee - Leave of Absence
4.18 Non-Contractual Items, Without Prejudice
4.11 Energy Awareness
4.16 Leave - notice

1. Long Term Personal Leave

2. Extended Maternity/Parental Leave/Parenthood (or their equivalent)

3. Deferred Salary/Self Funded Leave Plans

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

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

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

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

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

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

"Alice McQuade"
President
BC Teachers' Federation

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

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

Professional Development

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

Professional Development:

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

For BCTF:
"R. Worley"

For BCPSEA:
"K. Halliday"

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

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

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

1. The parties agree that "unpaid leave" for the purposes of the Letter of Understanding signed between the parties on October 25, 1995 means an unpaid leave not otherwise designated as a provincial matter in Appendix 1 (Provincial Matters) of the agreement on designation of the split of issues.

2. Unpaid leave as described in (1) above shall be designated for local negotiations except for provincial considerations in the article including: continuation of benefits, increment entitlement and matters related to pensions and posting and filling.

Dated this 7th of October, 1997.

British Columbia Teachers' Federation

"R. Worley"

British Columbia Public School Employers' Association

"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	Jacquie Griffiths
For the BCTF	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).

Section 4 of Bill 27 indicates that, "Effective July 1, 2002, the provisions of an agreement referred to in Column A of the following table, which provisions form part of the collective agreement constituted under section 2(1) of this Act, are deemed to apply for the purposes of all teachers employed by the school board in the school district referred to in the same row in Column B, and the agreements referred to in Column C are void and cease to have any effect."

The Federation remains of the view that total compensation should be preserved for employees who are presently covered by terms and conditions that are found in local agreements identified in Column C Bill 27 Section (4) "Column C Agreements". Total compensation includes all allowances and bonuses, including funding for professional development, currently paid to said employees. As well, the Federation maintains the view that superior benefit coverage and/or premium sharing should be preserved. Still further, it is the position of the Federation that increment values are to be preserved from Column C agreements where those increment values are greater than those found in agreements identified in Column A Bill 27 Section (4) "Column A agreements". Lastly, a superior daily rate, both short and long term, for Teachers on Call in the Column C agreements should continue through the term of the agreement and any bridging period. The above-cited positions of the Federation are founded, in part, on the Federation's view that the "No Cut" provisions set out in the Column A Agreements properly apply to employees presently covered by the terms and conditions of the Column C Agreement.

Notwithstanding the Federation's view on these matters, on a without prejudice and precedent basis 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, and to any future amalgamation of school districts or local agreements consolidated as a result of amalgamation, the parties agree to the following transitional issues with respect to the implementation of Section 4 of Bill 27.

1.0 RATE OF PAY MAINTENANCE

Continuing and term/temporary employees now covered by Column C agreements, including employees who are laid off effective June 30, 2002, will be placed on the salary grid of the Column A agreements as of July 1, 2002 according to paragraphs 1.1 and 1.2 below.

1.1 Continuing Employees

1.1.1 All continuing employees presently at maximum salary or who would qualify for maximum salary as at June 30, 2002 pursuant to the Column C agreement will be placed at the maximum salary in the Column A agreement effective July 1, 2002 notwithstanding that the Column A agreement may have a greater number of increment steps to maximum.

1.1.2 All other continuing employees from the Column C agreement will be placed in the Category and Experience level of the Column A agreement according to the Category and Experience earned under the Column C agreement as at June 30, 2002.

Example:

Fernie Grid — Category 5 step (6) as at June 30, 2002 to be placed on the Cranbrook grid at Category 5 step (7) effective July 1, 2002 provided that the employee would have qualified for an increment under the terms and conditions of the Fernie agreement.

1.1.3 Continuing employees shall be notified, in writing, of their intended grid placement under the Column A agreement for the 2002-2003 school year within one month of the signing of this Letter of Understanding.

a. Appeals against the intended grid placement shall be heard by a committee consisting of an employee covered by the Column C agreement and an employee covered by the Column A agreement, as designated by the respective locals prior to June 30, 2002, and a person designated by the Board.

b. Appeals must be referred to the Board and the Union by October 15, 2002.

c. Appeals not resolved by November 15, 2002, shall be referred to step 3 of the grievance procedure, Article A.6.

1.1.4 Any continuing employee covered by a Column C agreement whose salary at June 30, 2002 (x) 1.025 is greater than that he/she would receive according to his/her salary in the Column A agreement at July 1, 2002, shall receive the difference in equal monthly instalments during the 2002-2003 school year. Such employees shall have their names and salary as at June 30, 2002 included on a “Rate of Pay Maintenance Schedule” attached to the Collective Agreement.

Sample Rate of Pay Maintenance Schedule:

Name		**Annual Salary Effective June 30, 2002**	**Monthly Installment**	
			July 1, 2002	**July 1, 2003**
First	L	$39,365	$202	$ 13
First	L	$42,564	$215	$ 0
First	L	$62,752	$180	$184

The local parties shall compile and forward the “Rate of Pay Maintenance” Schedule(s) to the provincial parties.

1.1.5 A continuing employee identified in 1.1.4 above whose salary at June 30, 2002 (x) 1.025 (x) 1.025 remains greater than what he/she would receive according to his/her salary in the Column A agreement at July 1, 2003, shall continue to receive the difference in equal

monthly installments until June 30, 2004 and any bridging period pursuant to Article A. 1.2.

1.1.6 A continuing employee who, except for his/her involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above shall, upon recall or assignment to a term/temporary or continuing contract of employment, receive any salary differential in equal monthly installments for any time he/she is employed.

1.1.7 A continuing employee who, except for his/her involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above, shall, if subsequently employed as a Teacher on Call, be placed on the "Teacher on Call Schedule" at the daily rate he/she would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have his/her daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.

1.1.8 The following describes the calculation for 1.1.4 and 1.1.5 above:

Year	Column A Agreement	Column C Agreement
02-03	Placement on grid according to Category and experience earned at June 30, 2002 = A.1 ▪ (B.1 – A.1 = Difference/10= Monthly Installment)	Salary at June 30, 2002 x 1.025 = B.1
03-04	Placement on grid according to Category and experience earned at June 30, 2003 = A.2 ▪ (B.2 – A.2 = Difference/10= Monthly Installment)	B.1 x 1.025 = B.2

Notes: 1. For 12-month pay schedules, the divisors will be 12.

2. The above calculation presumes that increments are applied on September 1. When an increment is applied on a date other than September 1, the monthly instalment will be adjusted to reflect the salary and increment value of the Column A agreement.

3. Please refer to Appendix "A" for examples.

1.2 Term/Temporary Employees

1.2.1 A term/temporary employee covered by a Column C agreement who has worked in term/temporary assignment(s) which, in the aggregate, equal(s) a minimum of .5 FTE during the 200 1-2002 school year shall have his/her name added to the Rate of Pay Maintenance Schedule as appropriate.

1.2.2 A term/temporary employee identified in paragraph 1.2.1 above, who is appointed to a term/temporary or continuing contract of employment, shall receive the monthly installment outlined in paragraphs 1.1.4 and 1.1.5 above for any time he/she is employed between July 1, 2002 and July 30, 2004 and any bridging period pursuant to Article A. 1.2.

1.2.3 A term/temporary employee covered by paragraph 1.2.1 above, shall, if subsequently employed as a Teacher on Call, be placed on the "Teacher on Call Schedule" at the daily rate he/she would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have his/her daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.

1.3 Teachers on Call

1.3.1 Any teacher on call on the Teacher on Call List pursuant to a Column C agreement at June 30, 2002 whose daily rate of pay effective June 30, 2002 is greater than the daily rate stipulated in the Column A agreement effective July 1, 2002 shall have his/her daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.

1.3.2 A "Teacher on Call Schedule" shall be appended to the collective agreement that identifies each eligible teacher on call and his/her daily rate at June 30, 2002.

Sample Teacher on Call Schedule:

Name	Daily Rate Effective June 30, 2002
First	$159.64
First	$166.70

NOTE: In some districts the daily rate for TOCs will be the same for all TOCs on the Schedule.

1.3.3 The daily rate of pay for non-certificated teacher replacements in School Districts #08 (Kootenay Lake) and #82 (Coast Mountains) shall continue according to the terms and conditions of the Column C agreement unless varied pursuant to 9.3.2 of this Letter of Understanding.

1.3.4 The local parties shall compile and forward these "Teacher on Call Schedules" to the provincial parties.

1.4 Employees Hired After June 30, 2002

1.4.1 Continuing and term/temporary employees, hired after June 30, 2002, who are not covered by 1.1 and 1.2 above, shall be placed on the salary grid according to the provisions of the Column A agreement.

1.4.2 Teachers on Call placed on the Teacher on Call list after July 1, 2002, who are not covered by 1.3 above, shall be paid a daily rate according to the provisions of the Column A agreement.

2.0 SICK LEAVE CREDITS

Effective July 1, 2002, the accumulated sick leave credits of employees covered by a Column C agreement shall be continued. The application and subsequent accumulation of sick leave credits shall be in accordance with the Column A agreement.

3.0 SENIORITY LISTS - DISTRICT-WIDE

Seniority lists shall be established on a district-wide basis. The local parties shall compile and forward the district-wide seniority list to the provincial parties. For administrative purposes, the

local parties may establish administrative lists from the district-wide seniority list which set out the relative seniority of employees by geographic region.

4.0 STAFFING PROVISIONS - TRANSITONAL EFFECTIVE DATE

In accordance to Section 4 of Bill 27, the staffing provisions of the Column C agreement becomes void on July 1, 2002 and the staffing provisions of the Column A agreement will apply to all teachers throughout the district. In recognition that this effective date (July 1, 2002) is in the midst of the yearly staffing process (May — October), subject to the local parties agreement and the approval of the provincial parties, the following options pertaining to staffing provisions are available:

i. The Column A staffing provisions would take effect prior to July 1, 2002 (implement staffing provisions from the Column A agreement early).

ii. The staffing provisions of the Column A agreement would take effect after July 1, 2002 but no later than October 31, 2002 (delayed implementation of the staffing provisions from the Column A agreement).

It is understood that the above are only options to consider and failing agreement of all parties, the staffing provisions of the Column A agreement will take effect for all employees in the district on July 1, 2002.

Should the local parties agree to one of the alternatives available, this agreement will be forwarded to the provincial parties for approval.

5.0 GEOGRAPHICAL BOUNDARIES - STAFFING PROVISIONS

In the event that the local parties wish to incorporate geographical boundaries/factors into the Column A agreement's staffing provisions, the mid contract modification process would apply, i.e., these amendments to the Column A agreement would be agreed upon at the local level and submitted to the provincial parties for approval.

6.0 LEAVES COMMENCING PRIOR TO JULY 1, 2002

If a leave was approved and commenced under the Column C agreement prior to July 1, 2002 and is to continue past July 1, 2002, the terms and conditions of this leave, including the method of returning from leave of the Column C agreement would continue to apply for the duration of that leave. The Column A agreement would apply to all leaves that commence after June 30, 2002.

7.0 SALARY PLANS

7.1 Deferred Salary Plan

Employees who have commenced a deferred salary plan under the Column C agreement shall be eligible to continue this plan until its completion under the terms and conditions contained in the Column C agreement, including any provisions related to return from leave.

7.2 12 Month Payroll Savings Plan/ l2-Month Pay Plan

Employees currently on a 12-month payroll savings plan or a 12-month pay plan under the Column C agreement shall continue with that plan until August 31, 2002 under the terms and conditions contained in the Column C agreement.

8.0 BENEFIT PLANS - TURNOVER DATE

8.1 In SD.83 (North Okanagan-Shuswap) premiums for benefits are paid in advance and calculated for deduction over the course of the year. As a result, the turnover date for benefits in SD.83 (North Okanagan-Shuswap) will be delayed until October 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until September 30, 2002 and the benefit plans under the Column A agreement would then start to apply on October 1, 2002.

8.2 Effective September 1, 2002, employees under the Column A agreement in SD.53 (Okanagan-Similkameen) will be covered by a new benefit provider. As a result, the turnover date for benefits in SD.53 (Okanagan-Similkameen) will be delayed until September 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until August 31, 2002 and the benefit plans under the Column A agreement would start to apply on September 1,2002.

9.0 INCLUSIONS

9.1 List

The following list sets out membership in the teachers' bargaining unit, as defined by PELRA, currently included in the Column C agreement, by variation of the LRB, but not included for purposes of the Column A agreement.

i SD.6 (Rocky Mountain) — Employees instructing adult education academic credit courses.
ii SD.82 (Coast Mountains) — Speech Language Pathologists and uncertified substitute teachers. in.
iii SD.83 (North Okanagan-Shuswap) — Persons employed to teach the Family Life curriculum in the Family Life Education program and Speech Language Pathologists
iv SD.91 (Nechako Lakes) — Associated professionals including Speech Language Pathologists, Native Educational Counsellors, Native Language and Culture Instructors.

9.2 School District No.8 (Kootenay Lake)

Non-certificated teacher replacements are currently included in the Column C agreement and are members of the teachers' bargaining unit but are not included in the Column A agreement.

9.3 Application

9.3.1 After June 30, 2002, in the geographical area of the former Column C agreement, all employees listed in 9.1 and 9.2 above shall remain, or, in the case of new employees, shall become, members of the teachers' bargaining unit and the BCTF.

9.3.2 BCPSEA and the BCTF shall determine the terms and conditions of employment for the employees identified in 9.1 and 9.2 above. Should the parties be unable to reach agreement, the terms of Article A. 1.4 of the collective agreement shall apply.

9.3.3 In the geographical area of the former Column A agreement, employees listed in the above classifications shall not become members of the bargaining unit except through the processes provided in the Labour Code.

9.4 School District No.79 (Cowichan Valley)

Employees instructing Adult Education (Adult Basic Education and High School Completion) programs in the former School District No.65 (Cowichan) and former School District No.66 (Lake Cowichan) are included in the bargaining unit and are covered by the terms and conditions of employment in the Column A agreement.

British Columbia Teachers' Federation

British Columbia
Public School Employers' Association

June 25, 2002
Date

6-25-02
Date

School District No. 5

Collective Agreement Effective July 1, 2002 (former S.D. 2)

TQS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
4	0	$33,744	$34,588	$35,452	$36,338
4	1	$35,547	$36,436	$37,347	$38,280
4	2	$37,350	$38,284	$39,241	$40,222
4	3	$39,153	$40,132	$41,135	$42,163
4	4	$40,956	$41,980	$43,029	$44,105
4	5	$42,759	$43,828	$44,924	$46,047
4	6	$44,562	$45,676	$46,818	$47,988
4	7	$46,365	$47,524	$48,712	$49,930
4	8	$48,168	$49,372	$50,607	$51,872
4	9	$49,971	$51,220	$52,501	$53,813
4	10	$51,774	$53,068	$54,395	$55,755

Example # 1 **Teacher hired under old PLA S.D. 1 - Cat. 4, Step 0 = $38,405 on June 30, 2002**

				Compare with $38,405 +2.5%	Annual Difference	Monthly Installment*
Placed on new scale	1-Jul-02	4.1	$37,347	$39,365	$2,019	$202
	1-Jul-03	4.2	$40,222	$40,349	$127	$13

Example #2 **Teacher hired under old PLA S.D. 1 - Cat. 4, Step 10 = $52,880 on June 30, 2002**

				Compare with $52,880 +2.5%	Annual Difference	Monthly Installment*
Placed on new scale	1-Jul-02	4.10	$54,395	$54,202	$0	$0
	1-Jul-03	4.10	$55,755	$55,557	$0	$0

* Monthly Installment assumes annual salary paid over 10 months

School District No. 5

Collective Agreement Effective July 1, 2002 (former S.D. 2)

TQS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
5	0	$38,378	$39,337	$40,321	$41,329
5	1	$40,513	$41,526	$42,564	$43,628
5	2	$42,648	$43,714	$44,807	$45,927
5	3	$44,783	$45,903	$47,050	$48,226
5	4	$46,918	$48,091	$49,293	$50,526
5	5	$49,053	$50,279	$51,536	$52,825
5	6	$51,188	$52,468	$53,779	$55,124
5	7	$53,323	$54,656	$56,022	$57,423
5	8	$55,458	$56,844	$58,266	$59,722
5	9	$57,593	$59,033	$60,509	$62,021
5	10	$59,728	$61,221	$62,752	$64,321

Example # 3 Teacher hired under old PLA S.D. 1 - Cat. 5, Step 0 = $43,626 on June 30, 2002

				Compare with $43,626 +2.5%	Annual Difference	Monthly Installment*
Placed on new scale	1-Jul-02	5.1	$42,564	$44,717	$2,153	$215
	1-Jul-03	5.2	$45,927	$45,835	$0	$0

Example #4 Teacher hired under old PLA S.D. 1 - Cat. 5+, Step 10 = $62,976 on June 30, 2002

Salary grid does not contain Category 5+, therefore placed on Category 5

				Compare with $62,976 +2.5%	Annual Difference	Monthly Installment*
Placed on new scale	1-Jul-02	5.10	$62,752	$64,550	$1,798	$180
	1-Jul-03	5.10	$64,321	$66,164	$1,843	$184

* Monthly Installment assumes annual salary paid over 10 months

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

The parties agree that the amounts paid to employees at June 30, 2006, pursuant to the "Rate of Pay Maintenance" provisions of the Letter of Understanding (June 25, 2002) shall continue through the term of this Agreement. Those same amounts shall be increased by the same percentage increases as are applied to the Column A salary grids in the applicable district.

Original signed by:

Jinny Sims BCTF President	Jacquie Griffiths BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 4

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

Re: Early Incentive Payment

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

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

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

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

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

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

Original signed by:

Jinny Sims BCTF President	Jacquie Griffiths BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: One Time Payment to Teacher Inflation Adjustment Account

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

   July 15, 2006 $20,000,000

2. The contribution represents an extraordinary (non-recourse) payment, in addition to those which would normally be made to the Teacher Pension Plan/Inflation Adjustment Account, and in no way replaces or amends the obligations of any person to make contributions to the Teacher Pension Plan/Inflation Adjustment Account.

3. The parties will work together with the Teachers' Pension Plan Board of Trustees to facilitate the payment provided for under this LOU.

4. The parties agree that this extraordinary payment has no recourse or connection, nor does it amend the joint trustee relationship, as the payment is a non-recourse payment to the Inflation Adjustment Account only.

Original signed by:

Jinny Sims BCTF President	Jacquie Griffiths BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 6

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

- They will encourage the employer and the local to make application to the Human Rights Tribunal under section 42 of the *Human Rights Code* to obtain approval for a "special program" that would serve to attract and retain Aboriginal employees.

- The parties will assist the employer and the local as requested in the application for and implementation of a "special program" consistent with this Letter of Understanding.

Original signed by:

Brian Kennelly
BCTF Co-Chief Negotiator

Jacquie Griffiths
BCPSEA Chief Negotiator

Suzie Mah
BCTF Co-Chief Negotiator

LETTER OF UNDERSTANDING No. 7

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Articles Housekeeping Committee

1. The parties agree to establish a housekeeping committee to address the updating and consistency of terms in existing common Provincial Articles.

2. The committee shall meet as soon as possible and shall conclude its work no later than September 30, 2006.

3. The agreed housekeeping changes shall be implemented with the next printing of the Provincial Collective Agreement and working documents.

Original signed by:

Jinny Sims BCTF President	Jacquie Griffiths BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 8

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

1. Further to our discussions of June 25, 2006, we write to confirm that we have jointly agreed that effective July 1, 2007 or at an earlier time agreed to by the local and the employer, and continuing until four (4) months prior to the expiry of this collective agreement, both parties will amend their respective mid-contract modification processes. Specifically, we have agreed that neither BCPSEA or the BCTF will reject any mid-contract modifications proposed by the local parties which achieve one or more of the following purposes (and no other purposes):

    a. The elimination of out-of-date references to terms, dates or other matters;

    b. The updating of collective agreement language that is either no longer relevant or functional; or

    c. The resolution of internal inconsistencies and incongruities within individual agreements.

2. As discussed, nothing in this letter permits the local parties to make amendments to common provincial language.

3. Finally, we confirm that any disputes regarding the rejection by one of the provincial parties of a proposed change on the basis of non-compliance with paragraph 1 parts a, b & c above shall be referred to Irene Holden for facilitation and resolution.

Original signed by:

Jinny Sims BCTF President	Jacquie Griffiths BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Rehabilitation Committee

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

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

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

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

Original signed by:

Jinny Sims BCTF President	Jacquie Griffiths BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Benefits Review Committee

1. The parties agree to form a Benefits Review Committee to review teacher benefit plans throughout the province. The Committee will consist of three representatives of BCPSEA and three representatives of the BCTF. The Committee will be provided with funding of $200,000 to utilize outside actuarial or other required consulting services.

2. In the event the parties agree to implement changes to any benefit plans, and that ongoing savings have been achieved as a result of the changes, the full amount of any savings will be reinvested in improving teacher benefit plans.

3. In the event the parties do not agree on the amount of any savings achieved, or, in the event savings are agreed upon, the cost of a proposed reinvestment, the matter will be referred to an independent auditor for binding resolution.

Original signed by:

Jinny Sims BCTF President	Jacquie Griffiths BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 11

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

Re: 2008 Salary Harmonization

1. This Letter of Understanding shall apply to all school districts except those who are entitled to a Recruitment & Retention allowance pursuant to Letter of Understanding No. 12 Re: Teacher Supply and Demand Initiatives.

2. Effective July 1, 2008, all salary grid maximums which are less than those set out below* will be adjusted to the following levels:

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

3. Notwithstanding the above, the salary grid maximums for category 4, 5, 5+ and 6 in the districts covered by this Letter of Understanding shall be increased by no less than 2.5%.

4. No grid steps other than the maximums identified in 1 and 2 above shall be adjusted as a result of the implementation of this salary harmonization initiative.

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

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

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

2. *Add 2.5% effective July 1, 2006*

3. *Add 2.5% effective July 1, 2007*

4. *Add 2.5% effective July 1, 2008*

5. *Add an additional 3.0% effective July 1, 2008*

Original signed by:

Jinny Sims BCTF President	Jacquie Griffiths BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 12

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

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

Remote Recruitment & Retention Allowance:

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 13

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

Re: Fiscal Dividend

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

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

The Fund will be determined as follows:

i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of $150 million.

ii. Only final surplus monies in excess of $150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed $300 million.

iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.

iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

b. The manner of allocation of the Fund monies to employees shall be subject to negotiations between the BCTF and BCPSEA.

Original signed by:

Jinny Sims BCTF President	Jacquie Griffiths BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 14

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

Re: Article B.12 Category 5+ Transitional Provisions

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

1. Employees who have commenced studies, prior to September 1, 2007, for Category 5+ placement under the Previous Collective Agreement criteria as at June 30, 2007, shall have until June 30, 2011 to complete those studies and still qualify for Category 5+ placement under that criteria. The process for application for Category 5+ shall be as follows:

    a. Upon completion of the studies for Category 5+ placement, the employee shall first apply and submit the proper documentation to TQS. Where TQS assigns Category 5+, the employee shall submit the Category 5+ TQS card to the employer pursuant to the Previous Collective Agreement.

    b. Where TQS does not assign Category 5+, the employee shall then apply and submit the proper documentation, including proof of the date of commencement of studies, to the employer. The employer must be the same employer where the employee commenced the studies for Category 5+.

    c. The employer shall evaluate the employee's application for Category 5+ placement pursuant to the Previous Collective Agreement criteria as at June 30, 2007. Where the employer assigns Category 5+, the employer shall so inform TQS.

Dated this 27th day of June, 2007

Original signed by:

Jinny Sims BCTF President	Jacquie Griffiths BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 15

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

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

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

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

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

3. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)

- A combined total of up to 10 years of seniority can be ported.
- No more than 1 year of seniority can be credited for any single school year.

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

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

Original Signed by:

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

INDEX

2

2008 Salary Harmonization [LOU 11] 126

A

Access to Information 15
Access to Worksite 14
Addendum A [LOU 1] 106
Addendum B [LOU 1] 106
Addendum C [LOU 1] 107
Addendum D [LOU 1] 107
Adoption Leave 73
Allowances
  Department Head 32
  First Aid 33
  Principal's Designate 33
Alternate School Calendar 46
Amalgamation Letters of Understanding ..87, 109, 118
Appendix 1 – Provincial Matters [LOU 1] 94
Appendix 2 – Local Matters [LOU 1] 103
Approved list of arbitrators for [LOU 2] 108
Article B.12 Category 5+ Transitional Provisions [LOU 14] 129
Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave – Simultaneously Holding Part-Time Appointments in Two Different Districts [LOU 16] 132
Article C.2. – Porting of Seniority – Separate Seniority Lists [LOU 15] 130
Assignment in School 60
Availability of Teachers-on-Call 44

B

Benefits
  Death Benefits 27
  Dental Plan 27
  Employee Assistance Plan 27
  Extended Health Benefits 27
  General Benefits 26
  Group Life Insurance 27
  Medical Plan 27
Benefits Review Committee [LOU 10] 125
Bereavement Leave 74
Bulletin Boards 14

C

Category 5+ 28
Category Placement 30
Committee Membership 9
Compassionate Care Leave 69
Compassionate Leave 74
Conditions of Exemption From Membership For: [LOU] 81
Contracting Out 17
Copy of Agreement 16
Curriculum Implementation 67

D

Department Heads 32
Designation of Provincial and Local Matters [LOU 1] 93
Discretionary Leave 74
Dismissal and Discipline for Misconduct 40

E

Early Incentive Payment [LOU 4] 119
Early Retirement Incentive Plan 78
EI Rebate 22
Employment Equity – Aboriginal Employees [LOU 6] 121
Employment on Continuing Contract 40
Evaluation 60
Exclusion from the Bargaining Unit 16
Expedited Arbitration 17
Experience Recognition 30
Extra-Curricular Activities 51

F

Falsely Accused Employee Assistance 63
First Aid Allowance 33
Fiscal Dividend [LOU 13] 128
Formalization of Middle School Provisions [LOI 1] 92

G

Grievance Procedure 9

H

Harassment/Sexual Harassment 53
Health and Safety 51
Hours of Work, Preparation and Planning 48

I

Intentionally left blank 48, 51, 62
Internal Mail 15

J

Jury/Witness Duty 74

L

Leave for Association, BCTF, CTF and College of Teachers 77
Leave for Contract Negotiations 78
Leave for Elected Office and Community Service 75
Leave for Provincial Contract Negotiations 13
Leaves of Absence
- Adoption Leave 73
- Bereavement Leave 74
- Compassionate Care Leave 69
- Compassionate Leave 74
- Discretionary Leave 74
- General 70
- Jury/Witness Duty 74
- Leave fo Association, BCTF, CTF and College of Teachers 77
- Leave for Contract Negotiations 78
- Leave for Elected Office and Community Service 75
- Maternity Leave 72
- Parenthood Leave 73
- Paternity Leave 73
- Portability of Sick Leave 69
- President's Leave 76
- Provincial Contract Negotiations 13
- Self-Funded Leave Plan 76
- Sick Leave 71
- Summer Session Leave 75
- Teacher Exchange Return 79
- Travel Leave 75
- W.C.B. Leave 76

Legislative Change 13
Local and BCTF Dues Deduction 8
Local Association Involvement in Board Budget Process 51

M

Management Rights 14
Maternity Leave 72
Medication and Medical Procedures 48
Membership Requirement 8
Middle Schools 47
Mileage Allowance 25

N

No Discrimination 62
No Discrimination: Curriculum 68
Non-Sexist Environment 53

O

One Time Payment to Teacher Inflation Adjustment Account [LOU 5] 120
Optional Twelve-Month Pay Plan 24

P

Parent/Teacher Conference Days 66
Parenthood Leave 73
Part Month Payments and Deductions 34
Part-time Teachers' Employment Rights 42
Part-time Teachers' Pay and Benefits 32
Paternity Leave 73
Pay Periods 25
Personally Owned Professional Material 23
Personnel Files 62
Picket Line Protection 16
Placement on Schedule – General 29
Portability of Sick Leave 69
Positions of Special Responsibility 32
Posting and Filling Vacancies 57
Preamble 6
Preparation time 49
Preparation Time 47
President's Leave 76
Principal's Designate 33
Private Vehicle Damage 23
Procedures Where Dismissal Based on Performance 41
Professional Autonomy 68
Professional Development Funding and Control 65
Professional Development Days 66
Provincial Articles Housekeeping Committee [LOU 7] 122

R

Recall/Severance/Termination 38
Recognition of the Union 8
Registered Retirement Savings Plan 22
Regular Work Day 48
Regular Work Year for Teachers 49
Rehabilitation Committee [LOU 9] 124
Reimbursement for Mileage and Insurance 25
Reimbursement for Personal Property Loss 23
Resignation 35

S

Salary 19
Salary Determination for Employees in Adult Education 21
Salary Grids 84, 85, 86
Salary Indemnity Plan Allowance 23

Salary Protection 34
School Accreditation 68
School Act Appeals 63
School Staff Committees 15
Section 27.4 Education Services Collective Agreement Act [LOU 3.b] 118
Section 4 of Bill 27 [LOU 3.a] 109
Self-Funded Leave Plan 76
Seniority 35, 36
Seniority List 37
Severance Pay 39
Sick Leave 71
Signatures 80
Staff Meetings 52
Staff Representatives 14
Summer Session Leave 75
Supervision Duties 50
Supplemental Employment Insurance Benefit Plan . 73

T

Teacher Exchange Return 79
Teacher On Call Pay and Benefits 20
Teacher Supply and Demand Initiatives [LOU 12] ...127
Teacher-on-Call List 44
Teachers' Assistants.....17
Teachers-On-Call Employment Rights 44
Temporary Teachers Employment Rights 43
Term, Continuation and Renegotiation 7
Transfers.....59
Travel Leave 75

U

Updating the Provincial Collective Agreement Mid-Contract Modification Process [LOU 8].....123

W

W.C.B. Leave 76