

**WORKING DOCUMENT**

Of the

**PROVINCIAL COLLECTIVE AGREEMENT**

—BETWEEN—

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS ASSOCIATION /  
BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 57 PRINCE GEORGE  
(The “Employer”)**

—AND—

**BRITISH COLUMBIA TEACHERS’ FEDERATION /  
PRINCE GEORGE DISTRICT TEACHERS’ ASSOCIATION  
(The “Union”)**

**AS IT APPLIES IN SCHOOL DISTRICT NO. 57 PRINCE GEORGE**

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

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

## TABLE OF CONTENTS

FOREWORD .....	8
PREAMBLE AND OBJECTS.....	8
<b>SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP .....</b>	<b>9</b>
ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION.....	9
ARTICLE A.2 RECOGNITION OF THE UNION .....	10
ARTICLE A.3 MEMBERSHIP REQUIREMENT .....	10
ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION .....	11
ARTICLE A.5 COMMITTEE MEMBERSHIP .....	11
ARTICLE A.6 GRIEVANCE PROCEDURE.....	12
ARTICLE A.7 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS.....	15
ARTICLE A.8 LEGISLATIVE CHANGE.....	16
ARTICLE A.20 UNION SECURITY .....	16
ARTICLE A.21 MANAGEMENT RIGHTS.....	16
ARTICLE A.22 PRESIDENT'S AND VICE-PRESIDENT'S RELEASE.....	17
ARTICLE A.23 RELEASE TIME .....	17
ARTICLE A.24 LOCAL ASSOCIATION SCHOOL STAFF REPRESENTATIVES .....	18
ARTICLE A.25 ACCESS TO WORKSITE .....	18
ARTICLE A.26 USE OF SCHOOL FACILITIES .....	18
ARTICLE A.27 BULLETIN BOARDS .....	19
ARTICLE A.28 ACCESS TO INFORMATION .....	19
ARTICLE A.29 PICKET LINE PROTECTION .....	19
ARTICLE A.30 COPY OF AGREEMENT .....	20
ARTICLE A.31 EXCLUSIONS FROM THE BARGAINING UNIT.....	20
ARTICLE A.32 TEACHERS' ASSISTANTS .....	20
ARTICLE A.33 SCHOOL-BASED DECISION MAKING .....	21
<b>SECTION B SALARY AND ECONOMIC BENEFITS.....</b>	<b>23</b>
ARTICLE B.1 SALARY .....	23
ARTICLE B.2 TEACHER ON CALL PAY AND BENEFITS.....	28
ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION .....	29
ARTICLE B.4 EI REBATE.....	30
ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN .....	30
ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE.....	31
ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS.....	31
ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN .....	32
ARTICLE B.9 PAY PERIODS .....	33
ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE.....	35
ARTICLE B.11 BENEFITS.....	35
ARTICLE B.12 CATEGORY 5+ .....	37
ARTICLE B.20 PLACEMENT ON SCALE.....	38
ARTICLE B.21 INCREMENTS.....	41
ARTICLE B.22 PART-TIME TEACHERS.....	42

ARTICLE B.23	SUPPLEMENTARY SERVICE.....	42
ARTICLE B.24	POSITIONS OF SPECIAL RESPONSIBILITY .....	43
ARTICLE B.25	DESIGNATED FIRST AID PERSON .....	43
ARTICLE B.26	TEACHER IN CHARGE.....	44
ARTICLE B.27	SUPPLEMENTARY ALLOWANCE.....	45
ARTICLE B.28	CANADA SAVINGS BONDS DEDUCTIONS .....	46
<b>SECTION C</b>	<b>EMPLOYMENT RIGHTS .....</b>	<b>47</b>
ARTICLE C.1	RESIGNATION.....	47
ARTICLE C.2	SENIORITY .....	47
ARTICLE C.3	LAYOFF, RECALL AND SEVERANCE.....	50
ARTICLE C.20	DISCIPLINE AND DISMISSAL .....	53
ARTICLE C.21	TERMINATION FOR INCOMPETENCE .....	54
ARTICLE C.22	LIMITED DURATION ASSIGNMENTS .....	55
<b>SECTION D</b>	<b>WORKING CONDITIONS.....</b>	<b>57</b>
ARTICLE D.1	INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION.....	57
ARTICLE D.2	INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION.....	57
ARTICLE D.3	ALTERNATE SCHOOL CALENDAR .....	57
ARTICLE D.4	PREPARATION TIME .....	58
ARTICLE D.5	MIDDLE SCHOOLS.....	59
ARTICLE D.20	REGULAR WORK YEAR FOR TEACHERS .....	59
ARTICLE D.21	EXTRA-CURRICULAR ACTIVITIES.....	60
ARTICLE D.22	SUPERVISION TIME.....	60
ARTICLE D.23	AVAILABILITY OF TEACHERS ON CALL.....	60
ARTICLE D.24	HEALTH AND SAFETY .....	61
ARTICLE D.25	HEALTH AND SAFETY COMMITTEE .....	61
ARTICLE D.26	INSTRUCTIONAL TIME .....	62
ARTICLE D.27	INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION.....	62
ARTICLE D.28	BEGINNING TEACHERS .....	63
ARTICLE D.29	HOME EDUCATION.....	63
ARTICLE D.30	CENTRAL INTERIOR DISTANCE EDUCATION SCHOOL .....	63
ARTICLE D.31	TWELVE MONTH ASSIGNMENT .....	63
<b>SECTION E</b>	<b>PERSONNEL PRACTICES .....</b>	<b>64</b>
ARTICLE E.1	NON-SEXIST ENVIRONMENT.....	64
ARTICLE E.2	HARASSMENT/SEXUAL HARASSMENT .....	64
ARTICLE E.20	TRANSFERS.....	68
ARTICLE E.21	POSTING AND FILLING VACANT POSITIONS .....	69
ARTICLE E.22	ASSIGNMENT - IN SCHOOL .....	70
ARTICLE E.23	EVALUATION OF TEACHING.....	70
ARTICLE E.24	NO DISCRIMINATION.....	70
ARTICLE E.25	PERSONNEL FILES.....	70
ARTICLE E.26	FALSELY ACCUSED EMPLOYEE ASSISTANCE.....	71
ARTICLE E.27	SCHOOL ACT APPEALS .....	72

ARTICLE E.28	BOARD POLICY .....	72
<b>SECTION F</b>	<b>PROFESSIONAL RIGHTS .....</b>	<b>75</b>
ARTICLE F.20	PROFESSIONAL DEVELOPMENT .....	75
ARTICLE F.21	PROFESSIONAL DEVELOPMENT FUND .....	75
ARTICLE F.22	NON INSTRUCTIONAL DAYS .....	76
ARTICLE F.23	CURRICULUM IMPLEMENTATION .....	76
ARTICLE F.24	EDUCATIONAL BONUS FOR COURSES .....	76
ARTICLE F.25	PROFESSIONAL AUTONOMY .....	78
<b>SECTION G</b>	<b>LEAVES OF ABSENCE .....</b>	<b>79</b>
ARTICLE G.1	PORTABILITY OF SICK LEAVE .....	79
ARTICLE G.2	COMPASSIONATE CARE LEAVE .....	79
ARTICLE G.20	SICK LEAVE .....	80
ARTICLE G.21	EXTENDED SICK LEAVE .....	81
ARTICLE G.22	MATERNITY LEAVE .....	81
ARTICLE G.23	PARENTHOOD LEAVE .....	83
ARTICLE G.24	ADOPTION LEAVE .....	83
ARTICLE G.25	PATERNITY LEAVE .....	83
ARTICLE G.26	PARENTAL LEAVE .....	83
ARTICLE G.27	JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS .....	84
ARTICLE G.28	EDUCATIONAL LEAVE .....	84
ARTICLE G.29	DISCRETIONARY LEAVE .....	84
ARTICLE G.30	GENERAL LEAVE .....	84
ARTICLE G.31	SELF-FUNDED LEAVE PLAN .....	85
<b>SECTION H</b>	<b>PROVINCIAL LETTERS OF UNDERSTANDING/INTENT .....</b>	<b>86</b>
LETTER OF INTENT No. 1 .....		86
Re: Formalization of Middle School Provisions .....		86
LETTER OF UNDERSTANDING No. 1 .....		87
Re: Designation of Provincial and Local Matters .....		87
Appendix 1 – Provincial Matters .....		88
Appendix 2 – Local Matters .....		98
LETTER OF UNDERSTANDING No. 2 .....		103
Re: Approved list of arbitrators for: .....		103
• Article D.3 Alternate School Calendar .....		103
• D.5 Middle Schools .....		103
• LOI 1 Formalization of Middle School Provisions .....		103
LETTER OF UNDERSTANDING No. 3. a .....		104
Re: Section 4 of Bill 27 .....		104
Education Services Collective Agreement Act .....		104
[Not Applicable in School District No. 57 (Prince George)] .....		104

LETTER OF UNDERSTANDING No. 3.b .....	105
Re: Section 27.4 Education Services Collective Agreement Act.....	105
[Not Applicable in School District No. 57 (Prince George)].....	105
LETTER OF UNDERSTANDING No. 4 .....	106
Re: Early Incentive Payment.....	106
LETTER OF UNDERSTANDING No. 5 .....	107
Re: One Time Payment to Teacher Inflation Adjustment Account .....	107
LETTER OF UNDERSTANDING No. 6 .....	108
Re: Employment Equity – Aboriginal Employees.....	108
LETTER OF UNDERSTANDING No. 7 .....	109
Re: Provincial Articles Housekeeping Committee.....	109
LETTER OF UNDERSTANDING No. 8 .....	110
Re: Updating the Provincial Collective Agreement Mid-Contract Modification Process.....	110
LETTER OF UNDERSTANDING No. 9 .....	111
Re: Rehabilitation Committee.....	111
LETTER OF UNDERSTANDING No. 10 .....	112
Re: Benefits Review Committee.....	112
LETTER OF UNDERSTANDING No. 11 .....	113
Re: 2008 Salary Harmonization .....	113
LETTER OF UNDERSTANDING No. 12 .....	114
Re: Teacher Supply and Demand Initiatives .....	114
LETTER OF UNDERSTANDING No. 13 .....	115
Re: Fiscal Dividend .....	115
LETTER OF UNDERSTANDING No. 14 .....	116
Re: Article B.12 Category 5+ Transitional Provisions .....	116
LETTER OF UNDERSTANDING No. 15 .....	117
Re: Article C.2. – Porting of Seniority – Separate Seniority Lists.....	117
LETTER OF UNDERSTANDING No. 16 .....	119
Re: Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave – Simultaneously Holding Part-Time Appointments in Two Different Districts .....	119
<b>SECTION I      LOCAL LETTERS OF UNDERSTANDING/INTENT .....</b>	<b>121</b>
LETTER OF UNDERSTANDING .....	121
Re: Recognition of Service Leave .....	121

LETTER OF AGREEMENT.....122  
    Re: Supplementary Allowance Grievance .....122

Appendix A:       Standard School Calendar.....127

**INDEX**           .....**128**

We the undersigned hereby agree to the contents of the July 1, 2006 – June 30, 2010 Working Document in School District No. 57 (Prince George):

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

Original Signed by:

On behalf of the PGDTA:

On behalf of the BCTF:

---

Linda Naess, President

---

Irene Lanzinger, President

On behalf of SD No. 57:

On behalf of BCPSEA:

---

Dan Haley, Director of Human Resources

---

Rob D'Angelo, Managing Consultant – Collective Bargaining Services & Strategy

## FOREWORD

The purpose of this working document is to provide updated information to the Board and the Association and teachers and administrators in implementing and working with the provisions of the collective agreement.

This working document is organized to facilitate ready access to information. It is not the official collective agreement and therefore, if there are errors or omissions or disagreement as to sequencing and format, the original documents as agreed to by BCPSEA and BCTF shall prevail.

## PREAMBLE AND OBJECTS

1. This agreement is entered into between the Board of School Trustees of School District No. 57 (Prince George) hereinafter referred to as the Board, and the Prince George District Teachers' Association hereinafter referred to as the Association.
2. The parties recognize the purposes of this agreement are:
  - a. to record the terms and conditions of employment agreed to by the parties;
  - b. to encourage co-operation in providing efficient quality education services to the students in the district;
  - c. to promote harmonious relations between the Board and its officials and the Association and its members;
  - d. to provide process for the expeditious settlement of disputes which relate to the application or interpretation of the agreement.
3. This agreement is made pursuant to and governed by the School Act, PELRA and the Labour Relations Code. In case of any conflict between this agreement and those Acts and any Regulations made thereunder, those Acts and Regulations shall prevail.
4. Terms used in this agreement defined in those Acts shall have the meanings defined in those Acts.
5. The use of one gender in this agreement shall include the other and the singular shall include the plural unless the sense of the provision requires otherwise.



## **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.

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4
  - 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.
- 1.5
  - 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**

- 2.1 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.
- 2.2 Pursuant to *PELRA*, the Board of Trustees for School District No. 57 Prince George recognizes the Prince George District Teachers Association as the teachers' union for the negotiation in School District No. 57 Prince George of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in School District No. 57 Prince George subject to *PELRA* and the Provincial Matters Agreement.
- 2.3 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**

- 3.1 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.
- 3.2 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**

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 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**

- 5.1 Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
- 5.2 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.
- 5.3 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.
- 5.4 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**

### **6.1      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**

#### **6.2      Step One**

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

#### **6.3      Step Two**

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

#### **6.4      Step Three**

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

local and two representatives of the employer shall meet within ten (10) working days and attempt to resolve the grievance.

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

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

#### **6.5 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.

#### **6.6 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.

#### **6.7 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.

## **6.8 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.

## **6.9 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**

- 7.1 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.
- 7.2 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.
- 7.3 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.

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

## **ARTICLE A.8 LEGISLATIVE CHANGE**

- 8.1 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.
- 8.2 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.
- 8.3 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).
- 8.4 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 UNION SECURITY**

- 20.1 No written or verbal agreement will be made between the Board and any teacher which is at variance with the terms and conditions of this collective agreement without prior written approval of the Association.
- 20.2 The Board and the Association agree that there shall be no discrimination, coercion or penalty exercised or practiced with respect to any of their respective members, officers, employees or agents regarding membership status or lawful activity in the Union or the conduct of Board business.

## **ARTICLE A.21 MANAGEMENT RIGHTS**

- 21.1 The Association recognizes the right and responsibility of the Board to manage and operate the school district, and agrees that the employment, assignment, direction and determination of employment status of the work force is vested exclusively in the Board, except as otherwise specifically provided in this agreement or applicable legislation.



- 21.2 It is mutually agreed that no third party shall have the right to amend, modify or expand the provisions of the collective agreement and any issue arising during the term of the agreement on which the Board has not specifically agreed to some limitation on the exercise of its authority will be conclusively determined by the judgment of the Board until otherwise established through subsequent collective bargaining.
- 21.3 The operation of section 87(1) of the Labour Relations Code is specifically excluded from this agreement.

## **ARTICLE A.22 PRESIDENT'S AND VICE-PRESIDENT'S RELEASE**

- 22.1 The Board hereby agrees to release the president and the vice-president of the Association from teaching duties for the term of office.
- 22.2 The Board will continue to pay the president and the vice-president his/her salary and to provide benefits as specified in the agreement. The Association will reimburse the Board for such salary and benefits costs upon receipt of a monthly statement. Pension contributions for the president and the vice-president shall be paid by the Association unless provided for by the Ministry of Education through its funding for the District.
- 22.3 For purposes of pensionable service, experience, sick leave and seniority, the president and the vice-president shall be deemed to be in the full employ of the Board. The president and the vice-president shall inform the Board of the number of days or partial days, if any, that he/she was absent from presidential duties due to illness. Such days or part days shall be deducted from the president's or the vice-president's accumulated sick leave credits as appropriate.
- 22.4 The teacher returning to full teaching duties from a term or terms as president or vice-president shall be assigned to the same position or to an equivalent position in the same geographic area.
- 22.5 In the event that the president or the vice-president is unable for reasons of health to fulfill the presidential or the vice-presidential duties, the Board shall provide leave without pay for another Association member to assume the duties of the president or the vice-president. Provisions of Articles A.22.1, A.22.2, A.22.3, and A.22.4 above shall apply.

## **ARTICLE A.23 RELEASE TIME**

- 23.1 An employee covered by this agreement who is a member of the Executive Committee, Representative Assembly, a committee or task force of either the local, the BCTF, the CTF, the Teacher College Council or appointed an official representative or delegate of the local or the BCTF, or who is an Association staff representative, shall be entitled to release time without loss of pay from instructional duties to carry out the duties involved. Such release from duties shall be granted without loss of pay and shall be granted subject only to the Board being reimbursed for the cost of the substitute teacher.

23.2 Negotiations

- a. The Board shall grant leave of absence with pay to employees who are representatives of the Association required to carry on negotiations with the Board. The maximum number of these representatives shall be five (5).
- b. The cost of the substitute teachers shall be borne by the Board.

23.3 In the event that an employee covered by this agreement is elected to a full-time position as an officer of the BCTF, or is appointed on a term contract of employment to the administrative staff of the BCTF, or secondment to the Federation, leave of absence without pay shall be granted for the duration of those duties. For purposes of pension, experience, sick leave and seniority the employee shall be deemed to be in the full employ of the Board. In such case the employee shall be entitled, on written notice at least one month prior to the commencement of a school term, to return to employment with the Board effective the commencement of that term, and shall be entitled to an assignment comparable to that previously held.

23.4 Where teacher representatives are requested by the Board to meet on union-management matters, they shall suffer no loss of pay for time so spent.

**ARTICLE A.24 LOCAL ASSOCIATION SCHOOL STAFF REPRESENTATIVES**

24.1 Local Association school staff representatives, elected in accordance with local Association procedures shall:

- a. convene staff meetings in the school to conduct Association business;
- b. be relieved of instructional duties with no loss of pay to be present at any meeting between an administrative officer and a teacher in the school or district;
- c. be relieved of instructional duties with no loss of pay in order to investigate or participate in a grievance or arbitration.

**ARTICLE A.25 ACCESS TO WORKSITE**

25.1 Representatives of the Association and/or the BCTF, authorized by the local Association, shall have the right to transact Association business on school property and utilize district facilities.

**ARTICLE A.26 USE OF SCHOOL FACILITIES**

26.1 The Association shall have the right to use school facilities and equipment for meetings and other Association activities.

## **ARTICLE A.27 BULLETIN BOARDS**

27.1 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by bargaining unit members.

## **ARTICLE A.28 ACCESS TO INFORMATION**

28.1 The Board shall forward to the Association no later than October 15th in any school year a copy of the "Employee Report By Name - Teachers" or its equivalent and the staff list of school personnel. When teachers are employed after this date, the Association is to be advised not later than the first payroll following appointment.

28.2 The Board shall provide the Association with the most recent copy of each of the following budget documents:

- a. the District Budget
- b. the year-end audited financial statement

Both documents shall be made available on a reasonably timely basis.

28.3 Board policy statements and regulations pertaining to teachers may be accessed through electronic delivery.

28.4 The Board shall provide each teacher who resigns with a statement of teaching experience and sick leave accumulated in the service of the Board subsequent to September, 1975.

28.5 The Board shall provide the Association with 3 copies of the agenda and minutes of regular public Board meetings.

## **ARTICLE A.29 PICKET LINE PROTECTION**

29.1 All employees covered under this agreement shall have the right to refuse to cross or work behind a picket line. Any employees failing to report for duty for this reason shall be considered to be absent without pay.

29.2 Failure to cross a picket line encountered in carrying out School Board business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action by the Board.

29.3 The teacher shall not do work or carry out duties normally performed by employees engaged in a strike, or locked out, nor shall teachers request, require, or direct pupils to carry out such duties.

- 29.4 Teachers shall not be required to work with persons who attempt to perform any of the duties which would normally be performed by employees on strike or locked out, and shall not suffer reduction in pay by reason of exercising rights pursuant to this paragraph.
- 29.5 For the purpose of this Article, a picket line shall be considered legal until declared otherwise by the Labor Relations Board or the Courts.

### **ARTICLE A.30 COPY OF AGREEMENT**

- 30.1 Any teacher may receive a copy of this Agreement on request. Newly appointed teachers shall receive a copy on appointment.

### **ARTICLE A.31 EXCLUSIONS FROM THE BARGAINING UNIT**

- 31.1 Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
- 31.2 The Board shall notify the Association of all new positions requiring a teaching certificate offered in the District and send to the Association a written job description of the new position(s) unless the position(s) is one of the following:
- a. Superintendent of Schools;
  - b. an Assistant Superintendent.
- 31.3 Newly created positions requiring a teaching certificate, except:
- a. the Superintendent of Schools;
  - b. an Assistant Superintendent;
  - c. an Administrative Officer who does not displace a bargaining unit position greater than 0.5 FTE secondary or 0.6 FTE elementary shall be included in the bargaining unit unless the parties agree to an exclusion.
- 31.4 Work regularly performed by members of the bargaining unit as part of their regular instructional duties shall not be contracted out.

### **ARTICLE A.32 TEACHERS' ASSISTANTS**

- 32.1 A teachers' assistant, including teachers' aides and youth care workers, is:
- a. an employee of the Board who, as an integral part of his/her duties, has regular contact with students; and

- b. not employed as a teacher as defined by the School Act and does not require a teaching certificate.
- 32.2 All teachers' assistants hired to assist teachers in carrying out their responsibilities and duties shall be under the direction of the teacher(s) to whom they are assigned.
- 32.3 Unless specifically directed by the teacher, teachers' assistants shall not perform any of the duties of teachers, including but not limited to:
- a. designing, supervising and assessing educational programs;
  - b. assuming any instructional responsibilities or engaging in the delivery of educational programs;
  - c. providing instruction to individual students and/or groups of students; or
  - d. evaluating students or educational programs.
- 32.4 Teachers' assistants shall not engage in any instructional responsibilities when the teacher is absent from regular duties.
- 32.5 Teachers' assistants shall not be used as alternatives for qualified professional personnel.
- 32.6 The evaluation of teachers' assistants is the responsibility of the employer and shall not be delegated to teachers. Teachers may be consulted in the evaluation of teachers' assistants.

### **ARTICLE A.33 SCHOOL-BASED DECISION MAKING**

- 33.1 Each school shall develop processes and practices to foster collaborative decision making and problem solving at the school level amongst all employees.
- 33.2 Each school may choose to facilitate collaborative decision making and problem solving processes.
- 33.3 Staff committees may:
- a. be established at the beginning of each school year; and
  - b. review and make recommendations on any matter of general or specific interest to the staff.
- 33.4 If a staff committee is to be formed in a school, it shall consist of a size, format and membership as determined by the school staff.
- 33.5 The school staff is defined as all the employees of the Board who work at a particular school.

33.6 Recommendations of the staff committee shall be considered and responded to by the school administration.

## SECTION B SALARY AND ECONOMIC BENEFITS

### ARTICLE B.1 SALARY

The following salaries are inclusive of general holiday and vacation pay.

1.1 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

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 38,966	\$ 41,795	\$ 44,881	\$ 45,964
1	\$ 40,851	\$ 44,193	\$ 47,454	\$ 48,573
2	\$ 42,737	\$ 46,590	\$ 50,027	\$ 51,183
3	\$ 44,622	\$ 48,988	\$ 52,600	\$ 53,792
4	\$ 46,507	\$ 51,385	\$ 55,173	\$ 56,401
5	\$ 48,392	\$ 53,782	\$ 57,746	\$ 59,010
6	\$ 50,277	\$ 56,180	\$ 60,319	\$ 61,620
7	\$ 52,162	\$ 58,577	\$ 62,892	\$ 64,229
8	\$ 54,047	\$ 60,974	\$ 65,465	\$ 66,838
9	\$ 55,932	\$ 63,372	\$ 68,038	\$ 69,447
10	\$ 57,817	\$ 65,769	\$ 70,611	\$ 72,056

b. Effective July 1, 2007: 2.5% increase

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 39,941	\$ 42,840	\$ 46,003	\$ 47,113
<b>1</b>	\$ 41,873	\$ 45,298	\$ 48,640	\$ 49,788
<b>2</b>	\$ 43,805	\$ 47,755	\$ 51,277	\$ 52,462
<b>3</b>	\$ 45,737	\$ 50,212	\$ 53,915	\$ 55,137
<b>4</b>	\$ 47,669	\$ 52,670	\$ 56,552	\$ 57,811
<b>5</b>	\$ 49,602	\$ 55,127	\$ 59,190	\$ 60,486
<b>6</b>	\$ 51,534	\$ 57,584	\$ 61,827	\$ 63,160
<b>7</b>	\$ 53,466	\$ 60,041	\$ 64,464	\$ 65,834
<b>8</b>	\$ 55,398	\$ 62,499	\$ 67,102	\$ 68,509
<b>9</b>	\$ 57,330	\$ 64,956	\$ 69,739	\$ 71,183
<b>10</b>	\$ 59,263	\$ 67,413	\$ 72,377	\$ 73,858



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.

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 40,939	\$ 43,911	\$ 47,153	\$ 48,291
1	\$ 42,920	\$ 46,430	\$ 49,856	\$ 51,032
2	\$ 44,900	\$ 48,949	\$ 52,559	\$ 53,774
3	\$ 46,881	\$ 51,468	\$ 55,263	\$ 56,515
4	\$ 48,861	\$ 53,986	\$ 57,966	\$ 59,256
5	\$ 50,842	\$ 56,505	\$ 60,669	\$ 61,998
6	\$ 52,822	\$ 59,024	\$ 63,373	\$ 64,739
7	\$ 54,803	\$ 61,542	\$ 66,076	\$ 67,480
8	\$ 56,783	\$ 64,061	\$ 68,779	\$ 70,222
9	\$ 58,764	\$ 66,580	\$ 71,483	\$ 72,963
10	\$ 62,567	\$ 71,117	\$ 76,168	\$ 77,942

**Benefit From Letter of Understanding No. 11 – 2008 Salary Harmonization:**

2.5% increase:	\$ 60,744	\$ 69,099	\$ 74,186	\$ 75,704
Harmonization:	\$ 62,567	\$ 71,117	\$ 76,168	\$ 77,942
Harmonization %:	3.00%	2.92%	2.67%	2.96%

**Rural Grid**

(Step 10 differs on Rural Grid – applies to Dunster, Mackenzie Elem/Sec, Morfee, McBride Elem/Sec, Hixon, Giscome, Valemount Elem/Sec)

10	\$ 62,567	\$ 71,172	\$ 76,411	\$ 77,975
----	-----------	-----------	-----------	-----------

d. Effective July 1, 2009: 2.5% increase

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 41,963	\$ 45,009	\$ 48,332	\$ 49,498
1	\$ 43,993	\$ 47,591	\$ 51,102	\$ 52,308
2	\$ 46,023	\$ 50,172	\$ 53,873	\$ 55,118
3	\$ 48,053	\$ 52,754	\$ 56,644	\$ 57,928
4	\$ 50,083	\$ 55,336	\$ 59,415	\$ 60,738
5	\$ 52,113	\$ 57,918	\$ 62,186	\$ 63,548
6	\$ 54,143	\$ 60,499	\$ 64,957	\$ 66,357
7	\$ 56,173	\$ 63,081	\$ 67,728	\$ 69,167
8	\$ 58,203	\$ 65,663	\$ 70,499	\$ 71,977
9	\$ 60,233	\$ 68,244	\$ 73,270	\$ 74,787
10	\$ 64,131	\$ 72,895	\$ 78,072	\$ 79,891

**Rural Grid** (Step 10 differs on Rural Grid – applies to Dunster, Mackenzie Elem/Sec, Morfee, McBrideElem/Sec, Hixon, Giscome, Valemount Elem/Sec)

<b>10</b>	\$ 64,131	\$ 72,951	\$ 78,322	\$ 79,925
-----------	-----------	-----------	-----------	-----------

e. Effective July 1, 2010: 2.0% increase

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 42,802	\$ 45,909	\$ 49,298	\$ 50,488
1	\$ 44,872	\$ 48,543	\$ 52,125	\$ 53,354
2	\$ 46,943	\$ 51,176	\$ 54,951	\$ 56,220
3	\$ 49,014	\$ 53,809	\$ 57,777	\$ 59,086
4	\$ 51,084	\$ 56,443	\$ 60,603	\$ 61,953
5	\$ 53,155	\$ 59,076	\$ 63,430	\$ 64,819
6	\$ 55,226	\$ 61,709	\$ 66,256	\$ 67,685
7	\$ 57,296	\$ 64,343	\$ 69,082	\$ 70,551
8	\$ 59,367	\$ 66,976	\$ 71,909	\$ 73,417
9	\$ 61,437	\$ 69,609	\$ 74,735	\$ 76,283
10	\$ 65,414	\$ 74,353	\$ 79,633	\$ 81,489

**Rural Grid** (Step 10 differs on Rural Grid – applies to Dunster, Mackenzie Elem/Sec, Morfee, McBrideElem/Sec, Hixon, Giscome, Valemount Elem/Sec)

<b>10</b>	\$ 65,414	\$ 74,410	\$ 79,888	\$ 81,523
-----------	-----------	-----------	-----------	-----------

1.2 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

1.3 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

1.4 Teacher on Call daily rates shall be adjusted in accordance with Article B.1.1.

## ARTICLE B.2 TEACHER ON CALL PAY AND BENEFITS

- 2.1 The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 Rate of Pay [Not applicable to Uncertified TOCs. See B.2.9]
- 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]

- 2.7 A teacher on call is defined as a certified teacher hired on a day-to-day basis.
- 2.8 Conversion to Limited Duration Assignment

- a. Where a teacher on call completes twenty (20) consecutive days of work, inclusive of any non-instructional days, in the same assignment, a Limited Duration Assignment will be offered retroactive to the first day of work in that assignment.

2.9 Uncertified Rate of Pay

- a. An uncertified substitute teacher shall be paid 90 per cent of 1/200<sup>th</sup> of category 4 step 0. Such salary is recognized as including statutory holiday and vacation pay.

2.10 Call-Out

- a. A teacher on call assigned to a school and not utilized, or utilized only for a portion of the day, shall be paid a half day's wages.
- b. No assignment shall be for less than one half of a day.

2.11 Duties

- a. A teacher on call shall normally be required to perform only the duties of the teacher for whom he/she is substituting.
- b. Except in unusual circumstances a teacher on call shall only be required to do the supervision of the teacher for whom he/she is substituting and that is posted on the regular supervision schedule in the school.

2.12 Application of Contract

- a. The only terms and conditions of this contract which shall apply to a teacher on call shall be:  
  
Preamble & Objects, A.1, A.2, A.3, A.4, A.6, A.20, A.21, A.29, A.30, B.1, B.2, B.9.4.e.ii, B.20, B.23, C.20, D.21, D.22, D.26, E.2, E.21.4, E.24, E.25, E.28, F.20.2
- b. The dispute resolution process in Article A.6 may be used only to address disputes specified in this clause.

**ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION**

[Not Applicable in School District No. 57 (Prince George)]

#### **ARTICLE B.4 EI REBATE**

- 4.1 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.
- 4.2 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**

- 5.1 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.
- 5.2 Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
- 5.3 The BCTF Plan shall be made available in all districts not included in Article B.5.2.
- 5.4 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.
- 5.5 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.
- 5.6 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.

- 5.7 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.
- 5.8 An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
- 5.9 There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
- 5.10 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.
- 5.11 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**

- 6.1 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.
- 6.2 In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.
- 6.3 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**

##### **7.1 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.

## 7.2 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**

[Article B.8.1 through B.8.10 is not applicable in School District No. 57 (Prince George). See B.8.11 below.]

### **[Local Provisions]**

#### 8.11 Teachers Payroll Savings Plan

- a. The Board will provide teachers the option of participating in a Payroll Savings Plan. To be eligible for the Payroll Savings Plan teachers shall:
  - i. Be on a continuing appointment, or a limited duration contract from September to June of a complete school year.
  - ii. Notify the Board through its Payroll Department, in writing using the prescribed form that they wish to participate in the plan. Notification must be received no later than 4:30 p.m. on the Friday following the first day of school in September.
  - iii. Notify the Board through its Payroll Department, in writing by June 30<sup>th</sup> if they do not wish to continue in the Payroll Savings Plan the following year.



- b. Those employees electing to participate in the Payroll Savings Plan shall receive their annual salary as follows:
  - i. For September to June:
    - 1. Mid-month advance as determined in accordance with Article B.9.4.c of the Working Document of the Collective Agreement.
    - 2. Monthly Payroll Savings Plan contribution calculated as 16% of net pay, deducted at the end of each month. The Payroll Savings Plan contribution will be held for each teacher by the Board.
    - 3. Month-end payment of the teacher's regular salary less the Payroll Savings Plan contribution described in B.8.11.b.i.2 above.
  - ii. For July and August:
    - 1. The amount held for each teacher, including interest paid at the same rate as would have been paid by the Financial Institution will be paid by the Board in four equal payments, to the employee's primary bank account on file in the Payroll Department records. The four equal payments will occur on July 15, July 31, August 15, and August 31. If any of these four days are non-banking days, the payment will be made on the last banking day preceding these dates.
- c. All payments will be made to the same bank account as the regular month end payment of salary.
- d. Employees electing to participate in the Payroll Savings Plan may not withdraw or suspend deductions unless they have resigned from the district, been granted a leave of absence for the remainder of the school year or been terminated. Other withdrawals from the plan would be in accordance with B.8.11.a.iii.
- e. The board will make teachers aware of the Payroll Plan option when they sign their contract at the Central Administration office on the date of their hire.
- f. A one-time start up fee will be payable by each plan participant to the financial institution. The amount of the fee will be determined through negotiations with the financial institution.

## **ARTICLE B.9      PAY PERIODS**

[Article B.9.1 through B.9.e is not applicable in School District No. 57 (Prince George). See B.9.4 below.]

**[Local Provisions]**

9.4 PAYMENT OF SALARY

- a. Employees who are contracted or appointed to work the full school year will be paid one-tenth (1/10) of their established annual salary (instruction and allowances) each month during the period September through June.
- b. Employees who are contracted to work a portion of the school year will be paid:
  - i. one-tenth (1/10) of their established annual salary for each month in which they work the full number of prescribed school days, including the months in which their employment begins and ends.
  - ii. if less than the full number of prescribed school days is worked in the month in which their employment begins or ends they will be paid their normal monthly salary less one-two hundredths (1/200) of their established annual salary for each prescribed school day not worked.
  - iii. The teaching staff at the Youth Containment Center will be paid 12 monthly payments of 1/12 of their annual salary plus allowances where applicable.
- c. The Board shall pay teachers an advance up to a maximum of 50% of the teacher's net monthly salary, on or before the 16th of the month and the balance of the monthly pay on or before the last teaching day of the month.
  - i. Teachers on leave of absence as per the provisions of the Self-Funded Leave Plan may elect to receive a mid-month advance of up to 50% of their net monthly payment.
- d. For the purpose of adjustments to teacher pay the following will be used:
  - i. The per diem rate shall be 1/200th of the appropriate salary grid position.
  - ii. The hourly rate shall be 1/1000th of the appropriate salary grid position.
- e. No teacher shall suffer a reduction of salary through the implementation of this agreement.
- f.
  - i. Part-time teachers who are requested by the Board to attend in-service activities outside of their regular teaching schedule shall receive an equivalent amount of time free from their regular teaching duties. Such equivalent time will be scheduled before the end of the school year and as mutually agreed by the teacher and the principal.
  - ii. Teachers on call who are requested to attend in-service activities shall be paid in accordance with Article B.2.6.a for each day of attendance, except

that teachers on call who have worked on the previous seven (7) working days in the same assignment shall receive their appropriate grid placement. An appropriate adjustment will be made for attending half-day professional development or in-service activities, but in no case will a teacher on call receive less than one-half day's pay.

## **ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE**

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

Effective July 1, 2006 – 47 cents/kilometer  
Effective July 1, 2007 – 48 cents/kilometer  
Effective July 1, 2008 – 49 cents/kilometer  
Effective July 1, 2009 – 50 cents/kilometer

10.2 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.

10.3 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.

[Article B.10.4 and B.10.5 is not applicable in School District No. 57 (Prince George).]

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

## **ARTICLE B.11 BENEFITS**

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

### **[Local Provisions]**

11.2 All employees covered by this agreement who are eligible to participate shall, as a condition of employment, participate in the Medical Services Plan of British Columbia beginning the first of the month following the date employment starts. The Board shall pay the full cost of the premiums.

11.3 All employees covered by this agreement who are eligible to participate shall, as a condition of employment, participate in the CU&C Dental Plan, or its equivalent,

beginning the first of the month following the date employment starts. Premium costs shall be paid 60 per cent by the Board and 40 per cent by the employee.

- 11.4 All employees covered by this agreement who are eligible to participate shall, as a condition of employment, participate in the BCTF/BCSTA Group Life Insurance Plan "B", or its equivalent, beginning the first of the month following the date employment starts. The Board shall pay the full cost of the premiums.
- 11.5 All employees covered by this agreement who are eligible to participate shall, as a condition of employment, participate in the Medical Services Association Extended Health Benefits Plan, or its equivalent, including the vision care and audio care plans, beginning the first of the month following the date employment starts. The Board shall pay the full cost of the premiums.
- 11.6 All eligible employees are required to participate in the above plans as a condition of employment unless covered under their spouse's plan in which case they shall not participate twice in similar plans, or unless they did not join the benefit plans under Articles B.11.3, B.11.4, B.11.5 upon their commencement as allowed in the plans.
- 11.7 Where both employee and spouse are covered by this contract only one Medical Services Plan, CU&C Dental Plan or its equivalent, Medical Services Association Extended Health Benefits Plan or its equivalent including the Vision Care and Audio Care Plans will be maintained unless circumstances dictate otherwise.
- 11.8 The Board shall continue to pay its share of the premiums for the Medical Services Plan of B.C., the MSA Extended Health Care Plan, the CU&C Dental Care Plan and the BCTF/BCSTA Group Life Insurance Plan, or their respective equivalent, for those employees receiving benefits under the BCTF Salary Indemnity Plan or the BCTF Salary Continuance Plan, or its equivalent, up to a maximum period of one year from the date that Sick Leave Benefits have expired. The Board will also continue to pay its share of the premiums for the above plans for those employees on Maternity Leave up to the maximum time specified under the Employment Standards Act.
- 11.9 Death Benefits
- a. In the event of the death of a teacher, the Board shall continue to provide the medical, extended health and dental benefits to the dependents of the deceased teacher for a period of six months after the death of the teacher. The dependents shall be notified in writing of the terms of this provision.
- 11.10 Employee Family Assistance Program
- a. The Board agrees to provide an Employee Family Assistance Program (EFAP) for teachers or members of their immediate family. There will be no charge for services provided by the EFAP Counsellor. If professional assistance beyond what is provided by the EFAP Counsellor is required and a fee is charged for this service, this cost will be the responsibility of the teacher.

- b. The Board and Association shall maintain a committee of equal numbers of representatives of the Board and the Association to administer the Employee Family Assistance Program.

## **ARTICLE B.12 CATEGORY 5+**

### 12.1 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.

### 12.2 Criteria for Category 5+

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

### 12.3 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.

### 12.4 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 SCALE**

### **20.1 Initial Placement**

- a. Except as specified in Article B.20.1.b through B.20.1.e inclusive below, the salary category of all teachers will be as verified by the most recent evaluation of the Teacher Qualification Service, hereinafter referred to as TQS. Teachers are responsible for submitting a copy of their most recent TQS card to the Director of Human Resources. In the case where a teacher does not submit a TQS card upon appointment, initial category placement shall be one category below the expected TQS placement. Upon presentation of a TQS card the category placement will be adjusted to correspond with the TQS determination. Salary adjustments, in such cases, will be made effective upon appointment provided that the TQS card is presented to the Director of Human Resources within the eight (8) months following appointment. If the TQS card is presented after that

date, salary adjustment will be effective the first day of the month in which the TQS card is presented.

- b. Teachers holding a Letter of Permission whose years of preparation can be equated with years of university training shall be placed one category below that which would apply if their total years of training had included one year of teacher preparation.
- c. Teachers holding Letters of Permission whose years of preparation cannot be equated to years of university training shall be placed in a salary category which will provide a salary appropriate to their teaching function.
- d. [Effective September 1, 2007, this Article is replaced by Article B.12. See also Letter of Understanding No. 14 for Transitional Provisions.]

Teachers in possession of a PA certificate without a Master's Degree, and those with Category 5 (PB Certificate) standing who have acquired at least 30 credit hours or 15 units additional to Category 5 requirements (UBC credit or equivalent) directly related to their present teaching assignment and/or in education courses, shall be paid on Category 5+. The courses that will be recognized in order for a teacher to qualify to be paid on Category 5+ should be of a graduate or post-graduate nature, except that it is realized that in some circumstances third and fourth year courses may be acceptable. In teacher education programs which consist of 60 credit hours or 30 units after a 4 year degree in Science, Arts or other disciplines, 30 of the credits or 15 of the units shall be considered for a 5+ requirements. Where doubt exists as to the acceptability of courses under this category, the Dispute Resolution Committee must give approval.

- e. Teachers with specialty training teaching in the specialty areas at the secondary level of Home Economics or Industrial Education or Business Education or Band who are not in possession of a Professional Certificate shall be paid on Category 4 provided that their teaching assignment in the specialty area is 50% (fifty percent) or greater of their total assignment.
- f. A list of all teachers affected by Article B.20.1.e shall be sent to the Association not later than October 31st of each year.

## 20.2 Experience

- a. Full teaching experience in government inspected schools of Canada, the U.S.A. and Commonwealth shall be recognized for salary purposes.
- b. One-half teaching experience shall be recognized for all teachers not covered above. Where doubt exists as to the application of this clause regarding the recognition of experience in teaching at University or College levels, a Joint Committee of Association and Board appointees shall determine the application.

- c. For increment purposes, blocks of 100 days of aggregate service after July 1, 1990 as a teacher on call in School District No. 57 shall be recognized as equivalent to five (5) months experience for increment and salary grid placement purposes upon appointment of the teacher on call to either a continuing or limited duration assignment.
- d. For increment purposes, as per Article B.21, experience shall be credited as follows:

<u>Years of Experience</u>	<u>Increment Step</u>
0 -----	0
1 -----	1
2 -----	2
3 -----	3
4 -----	4
5 -----	5
6 -----	6
7 -----	7
8 -----	8
9 -----	9
10 -----	10

(Note: 10 months of full-time teaching experience equals one year of experience).

- e. Provided that it is directly related to the teacher's main teaching assignment, in addition to experience gained as a teacher, experience gained in another occupation or profession is recognized for salary placement as follows:
  - i. apprenticeship training or its equivalent and journeyman experience or its equivalent is recognized at the rate of one increment for every two years experience up to a maximum of three increments for the appropriate salary category; or
  - ii. experience in an occupation or profession (where Article B.20.2.e.i is not applicable) is recognized at the rate of one increment for every two years experience up to a maximum of three increments for the appropriate salary category. Experience to be granted under this clause must be sufficiently current to be of sound educational value.
- f. Any teacher who considers that credit granted for years of experience has not been in accordance with this Agreement must apply for adjustment within eight (8) months of the effective date of employment. Any adjustment shall be retroactive to the date of employment. Any appeal for adjustment after these dates shall be effective on the first of the month following the application, if approved.



### 20.3 Reclassification

- a. Reclassification shall mean any change in a teacher's placement on the Teacher Salary Grid as determined by a change in category as shown on the most recent TQS card presented or by a review of the proof of category as per the current TQS card or the current British Columbia Certificate Classification or as a result of the application of Article B.20.1.d.
- b. A teacher's placement on the Teacher Salary Grid shall be adjusted accordingly upon presentation of proof of change in category to the Director of Human Resources. Such adjustment shall apply from the effective date shown on the TQS card of the new category provided that the Category Card or proof of correspondence demonstrating that the teacher has been in active pursuit of a T.Q.S. reclassification is presented to the Director of Human Resources on or before November 15th regarding a change of category effective September 1st, and on or before March 15th regarding a change in category effective January 1st. Otherwise the adjustment shall be effective from the first day of the month in which such proof is presented.
  - i. In exceptional cases where, after providing proof of correspondence indicating active pursuit of a TQS card, the teacher is unable to receive a TQS card with the appropriate effective date, consideration will be given to using a Registrar's Letter confirming successful completion of the course(s) as proof of effective date of category.
- c. A teacher making a successful application for category 5+ as per B.20.1.d, or, effective September 1, 2007, as per Article B.12, shall have his/her placement on the Teacher Salary Grid adjusted accordingly. Such adjustment to take effect on September 1st, when documentation to substantiate a successful application for Category 5+ is presented by November 15th, and on January 1st when this documentation is presented by March 15th. Otherwise, the adjustment shall be effective from the first day of the month in which this documentation is presented.

### **ARTICLE B.21 INCREMENTS**

- 21.1 Provided that a teacher has not reached the maximum of his/her category, an increment shall be added on the first of the month following the month in which applicable experience accumulation is achieved as per Article B.20.2.d.
- 21.2 Accumulation of fractional years of experience shall be counted for the granting of increments on the appropriate increment date.
- 21.3 Increments shall be granted to teachers on the following leaves of absence:
  - a. maternity leave;

- b. leave for duties with the Association, the BCTF, the CTF, and the College of Teachers;
- c. secondment to the Ministry of Education, a faculty of a BC public university, or participation in a teacher exchange program recognized by the Board.
- d. leave for teaching with the Department of National Defence or Canadian University Services Overseas.

21.4 At the discretion of the Board, teachers may be granted increments for leaves other than those listed in Article B.21.3.

## **ARTICLE B.22 PART-TIME TEACHERS**

- 22.1 Teachers who are regularly employed on a part-time or relief basis shall be paid salary and allowances pro rata in accordance with Articles B.1, B.20, B.21, B.24, and B.27 and shall receive an increment on the next increment date in accordance with Article B.20.2.d.
- 22.2 Those part-time teachers who are employed on a half-time or greater basis shall be eligible to receive full benefits as provided for in this contract Article B.11.
- 22.3 Notwithstanding any other provision in this collective agreement, part-time teachers who are employed on a less than half-time basis shall not be eligible to receive benefits as provided for in this contract Article B.11 except the Salary Indemnity Plan.

## **ARTICLE B.23 SUPPLEMENTARY SERVICE**

- 23.1 Teachers of Continuing Education Academic courses shall be paid an hourly rate of 1/1000 of Category 5, Step 5.
- 23.2 Teachers of summer school shall be paid at an hourly rate of 1/1000 of Category 5, Step 5, with a minimum paid time of two hours per day.
- 23.3 Where supplementary service not involving direct instruction is undertaken at the request of the Board, the teacher shall be paid 1/300 of the appropriate salary grid position or the per diem rate for a teacher on call, whichever is the greater. All Board initiated projects shall be advertised outlining the proposed project, remuneration and desired qualifications of applicants.
- 23.4 Where supplementary service, not involving direct instruction is undertaken voluntarily by a teacher with the approval of the Board, the teacher shall be paid the sum of money provided for teacher services in the project.

## **ARTICLE B.24 POSITIONS OF SPECIAL RESPONSIBILITY**

### 24.1 New Positions of Special Responsibility

- a. It is recognized that it is the Board's prerogative to establish positions of special responsibility.
- b. The Board shall provide the Dispute Resolution Committee with a written job description for new Positions of Special Responsibility, prior to advertising the position.
- c. Prior to creating a new category of Special Responsibility, the Board will propose an applicable allowance to the Dispute Resolution Committee which will meet to discuss the proposal. A majority decision of the Dispute Resolution Committee will establish the allowance. In the event that no majority decision is reached, Stage IV of the Dispute Resolution process will apply.

### 24.2 Positions of special responsibility shall be paid an allowance on the following basis:

- a. for those appointed within one school or location, or other than district-wide, 7% of Category 6 maximum.
- b. for those appointed to a district-wide position and on a 10 month assignment, 10% of Category 6 maximum.
- c. for those appointed to a district-wide 12 month position, 20% of Category 6 maximum.

## **ARTICLE B.25 DESIGNATED FIRST AID PERSON**

### 25.1 Where a teacher is Designated First Aid Person at their place of employment;

- a. training will be provided at no cost to the employee.
- b. if the certificate required to be held by the teacher is an Industrial First Aid certificate, the teacher will receive a monthly allowance as follows, for each month of work as the designated person:
  - i. Effective July 1, 2006: \$82.00
  - ii. Effective July 1, 2007: \$84.05
  - iii. Effective July 1, 2008: \$86.15
  - iv. Effective July 1, 2009: \$88.30
  - v. Effective July 1, 2010: \$90.07
- c. if the certificate required to be held by the teacher is a Safety Oriented First Aid certificate, the teacher will receive a monthly allowance as follows, for each month of work as the designated person:

- |      |                         |         |
|------|-------------------------|---------|
| i.   | Effective July 1, 2006: | \$15.38 |
| ii.  | Effective July 1, 2007: | \$15.76 |
| iii. | Effective July 1, 2008: | \$16.15 |
| iv.  | Effective July 1, 2009: | \$16.56 |
| v.   | Effective July 1, 2010: | \$16.89 |
- d. the Board will seek to make the designation in accordance with teacher preference.
- e. if the Workers' Compensation Board implements a new set of certification levels during the life of this agreement, the parties will meet to negotiate and implement an appropriate allowance for the new certificates. The amount of any new allowance will be in harmony with changed levels of training and/or responsibilities.

**ARTICLE B.26 TEACHER IN CHARGE**

- 26.1 When all of the Administrative Officers of a school are absent from the school, a member of the staff who is not an Administrative Officer, and who has been designated as teacher in charge, will be responsible for the supervision of the school during such absences. The teacher in charge will be paid a monthly allowance as follows. This allowance will be paid to the end of the month during which the teacher ceases to be designated teacher in charge.
- |    |                         |         |
|----|-------------------------|---------|
| a. | Effective July 1, 2006: | \$30.75 |
| b. | Effective July 1, 2007: | \$31.52 |
| c. | Effective July 1, 2008: | \$32.31 |
| d. | Effective July 1, 2009: | \$33.11 |
| e. | Effective July 1, 2010: | \$33.78 |
- 26.2 The Board will seek to make the designation in accordance with teacher preferences.
- 26.3 With the exception of one-room schools, all schools shall designate a teacher as teacher in charge.
- 26.4 The teacher in charge is not expected to assume the regular managerial or instructional supervision duties of the Administrative Officer but rather is to provide leadership in attending to situations and incidents that may occur at the school during the absence of the Administrative Officer and that require an immediate response.
- 26.5 The duties and responsibilities of the teacher in charge should be developed by the Principal and the teacher in charge in consultation with the staff of each school and be shared with the staff.
- 26.6 The teacher in charge and the staff should be advised of contingency arrangements that may be implemented should the teacher in charge require administrative assistance

and/or advice. Such arrangements may involve support from other school-based Administrative Officers, the Assistant Superintendents, or other district staff.

- 26.7 Release time for the teacher in charge may be provided if, in the opinion of the Principal and the teacher in charge, such time is required. It is not expected that release time would be required during brief absences of the Administrative Officer (less than .5 of a day).
- 26.8 In the event of frequent and/or lengthy absences of the Administrative Officer, consultation will occur involving the Administrative Officer, the teacher in charge and the Assistant Superintendent to determine how to appropriately meet the supervisory requirements of the school and the staff.

**ARTICLE B.27 SUPPLEMENTARY ALLOWANCE**

- 27.1 The Board shall pay a Supplementary Allowance, defined in Article B.27.3 according to the following schedule to each teacher appointed to the listed schools:

Schools	Km	Location Allow	Access Allow	Supplementary Allow
Dunster	249.4	\$ 854	\$ 1,546	\$ 2,400
Giscome	46.3	\$ 602	\$ 287	\$ 889
Hixon	64.0	\$ 602	\$ 397	\$ 999
McBride Elementary	217.2	\$ 150	\$ 1,347	\$ 1,497
McBride Secondary	217.2	\$ 150	\$ 1,347	\$ 1,497
Mackenzie Elementary	193.6	\$ 150	\$ 1,200	\$ 1,350
Mackenzie Secondary	193.6	\$ 150	\$ 1,200	\$ 1,350
Morfee	193.6	\$ 150	\$ 1,200	\$ 1,350
Nukko Lake	35.5	\$ 602	\$ 220	\$ 822
Salmon Valley	27.6	\$ 602	\$ 171	\$ 773
Valemount Elementary	297.7	\$ 150	\$ 1,846	\$ 1,996
Valemount Secondary	297.7	\$ 150	\$ 1,846	\$ 1,996

- 27.2 The Access Allowance shall be calculated as distance in kilometres by road between school and District Administration Office x 2 (round trip) x 10 (once for each teaching month) x .31 (the current kilometer rate).
- 27.3 The Supplementary Allowance shall be defined as the sum of the Location Allowance and Access Allowance.
- 27.4 The schedule in Article B.27.1 may be amended by mutual agreement of the Board and the Association.

[See Local Letter of Understanding dated February 3, 2009 (Supplementary Allowance Grievance) for amendments to Article B.27 effective July 1, 2008.]

**ARTICLE B.28      CANADA SAVINGS BONDS DEDUCTIONS**

28.1    The Board shall maintain a payroll deduction plan for teachers who wish to purchase Canada Savings Bonds.

## **SECTION C      EMPLOYMENT RIGHTS**

### **ARTICLE C.1      RESIGNATION**

- 1.1      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.
- 1.2      The employer shall provide the local with a copy of any notice of resignation when it is received.

### **ARTICLE C.2      SENIORITY**

- 2.1      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.
- 2.2      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.
- 2.3      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.
- 2.4 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.
- 2.5 No employee shall accumulate more than one (1) year of seniority credit in any school year.
- 2.6 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]**

- 2.7 The Board and the Association agree that increased length of service in the employment of the Board entitles employees to increased security of teaching employment.
- 2.8 In this Agreement, "seniority" means an employee's aggregate length of continuous service in the employment of the Board, inclusive of limited duration assignments that run consecutively to the continuing assignment.
- 2.9 In addition to the provisions of C.2.8 the seniority for an employee on a continuing contract shall include:
- a. Teacher on call seniority accumulated pursuant to PCA Article C.2.3;
  - b. Seniority on a limited duration appointment accumulated pursuant to PCA Article C.2.4; and
  - c. 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.



- 2.10 When the seniority of two or more employees is equal, seniority will be established in the following order:
- a. the employees with the greatest aggregate length of service with the Board; then
  - b. the employees with the greatest aggregate length of service with other school authorities recognized for salary experience purposes in Article B.20; then
  - c. the employees with the earliest successful written request for employment with the Board as recorded in the teacher's personnel file.
- 2.11 Leaves of absence in excess of one month shall not count toward aggregate length of service with the Board, except:
- a. maternity leave;
  - b. educational leave;
  - c. parenthood leave;
  - d. leave for duties with the Association, the B.C. Teachers' Federation, the Canadian Teachers' Federation, and the College of Teachers;
  - e. secondment to the Ministry of Education, a faculty of a B.C. public university, or participation in a teacher exchange program recognized by the Board;
  - f. leave for teaching with the Department of National Defense or Canadian University Services Overseas;
  - g. extended sick leave;
  - h. Self-Funded Leave Plan;
  - i. Extended Maternity Leave;
  - j. Personal Leave up to one year; and
  - k. Compassionate Care Leave (G.2).
- 2.12 Personal leaves of more than one year may count towards aggregate length of service if agreed to by a majority vote of the Dispute Resolution Committee.
- 2.13 The seniority date of an employee will be adjusted to reflect leaves of absence which do not count towards aggregate length of service.
- 2.14 The Board shall, by October 15th of each year, forward to the Association a list of all employees employed by the Board setting out the length of seniority as of July 1st of that year in accordance with this article. Any errors in the list must be brought to the attention of the Human Resources Department in writing on or before November 15th.

### **ARTICLE C.3      LAYOFF, RECALL AND SEVERANCE**

3.1 When the Board finds it necessary to terminate the appointment of continuing assignment teachers for reasons other than those specified in Section 15 and Section 92 of the School Act, such termination shall be in accordance with the provisions of this agreement, effective at the end of the school term in which this notice of termination is given. The requirement with respect to the effective date of termination does not apply to teachers employed in the Adult Learning Center or in the English as a Second Language Program in Continuing Education.

#### 3.2 Definition of Qualifications

- a. In this Agreement, "necessary qualifications" as it applies to a particular position means that the teacher possesses:
  - i. certification
  - ii. relevant education
  - iii. relevant pre- and in-service training
  - iv. relevant teaching and/or work experience
  - v. evidence of the successful application of instructional skills
  - vi. evidence of ability to perform the duties of the position in a satisfactory manner
- b. Should a teacher wish to appeal a decision of the Board with respect to having the necessary qualifications for a particular teaching position, the appeal procedure shall be as stated in Article A.6.4.

#### 3.3 Security of Employment Based on Seniority and Qualifications

- a. When the Board determines that it is necessary to reduce the total number of teachers employed, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority, provided that they possess the necessary qualifications as defined in this article.
- b. The Board shall give each teacher it intends to terminate pursuant to Article C.3 a minimum of thirty (30) calendar days' notice in writing. The Board shall concurrently forward a copy of such notice to the Association. Such notice is to be effective at the end of December, or the end of January for semestered schools, or the end of June. Information on positions held by less senior teachers shall be available to teachers in receipt of termination notices and the Association through the Human Resources Department. This clause shall not apply in the case of teachers assigned to the Adult Learning Center or to the English As A Second Language Program in Continuing Education who can be terminated at any time upon a minimum of thirty (30) calendar days notice in writing.

3.4 The Board shall maintain a Recall List of teachers terminated pursuant to this agreement.

3.5 Teacher's Right of Re-engagement

- a. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this Agreement except Article C.3.5.d below, first offer re-engagement to the teacher on the Recall List who has the most seniority among those terminated pursuant to this Agreement, provided the teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have right of re-engagement pursuant to this Article.
- b. A teacher who is offered re-engagement pursuant to this article shall inform the Board whether or not the offer is accepted within two (2) working days of the receipt of such offer.
- c. The Board shall allow ten (10) calendar days from acceptance of an offer for the teacher to commence teaching duties; the Board and the teacher may mutually agree to extend this time limit. The Board may employ a Teacher on Call for the position until the teacher accepting the position is available.
- d. A teacher's right to re-engagement under this article is lost if:
  - i. the teacher elects to receive severance pay under Article C.3.8 (Severance Pay); or
  - ii. the teacher refuses to accept two (2) equivalent positions for which the teacher possesses the necessary qualifications; or
  - iii. twenty-seven (27) months elapse from the date of termination under this Agreement and the teacher has not been re-engaged.
- e. A teacher on the Recall List is responsible for keeping the Human Resources Department informed of changes of name, address and telephone number.
- f. The Board may employ teachers on the Recall List in limited duration assignments without jeopardizing the teacher's right to recall otherwise contained in this article.
- g. Teachers who have retained their right to re-engagement will indicate to the Human Resources Department their willingness to relocate to specific geographic areas within the District or to accept work positions of lesser FTE. Changes to such indications may be made at any time by teachers notifying the Human Resources Department either in person or by registered letter. The fact that a

teacher indicates an unwillingness to relocate or to accept other than full time positions shall not constitute a "refusal" as described in Article C.3.5.d.ii. For the purposes of this Agreement, the geographic areas are defined as:

- i. Prince George, including Hixon, Giscome and Salmon Valley
  - ii. Mackenzie
  - iii. McBride, including Dunster
  - iv. Valemount
- h. A teacher within the Prince George geographic area (defined in Article C.3.5.g.i) who chooses not to relocate to Hixon and/or Giscome will not have that choice count as a refusal (Article C.3.d.d.ii). A teacher who has refused an assignment to Giscome/Hixon, but retains the right to re-engagement in the Prince George geographic area (defined in Article C.3.5.g.i), shall not be entitled to severance pay (Article C.3.8)
- i. A teacher who is on the Recall List and who accepts a position of lesser FTE than that held at the time of termination may elect to remain on the Recall List for a maximum of twenty-seven (27) months from the date of termination but may exercise recall rights only at the end of the school year.
- 3.6 A teacher re-engaged pursuant to Article C.3.5.g shall be entitled to retain all sick leave credit accumulated at the date of termination.
- 3.7 For teachers terminated after more than one year of continuous employment, the Board agrees to maintain its share of benefit premiums as provided in Article B.11 for an initial period of three (3) months following the date of termination for each teacher, if otherwise eligible, who retains rights of re-engagement pursuant to this article. A teacher, while retaining rights of re-engagement beyond the initial three (3) month period, shall be entitled, if otherwise eligible, to maintain participation in all benefits as provided in Article B.11 by payment in advance of the full costs of such benefits to the Board, subject to the approval of the benefit carriers and provided that the teacher is not otherwise employed.
- 3.8 Severance Pay
- a. A continuing assignment teacher employed for one or more years on a continuing assignment and who is terminated, save and except a teacher who is terminated or dismissed pursuant to Section 15 and Section 92 of the School Act may elect to receive severance pay at any time before the teacher's right to re-engagement pursuant to Article C.3.5.g is lost.
  - b. Severance pay shall be calculated at the rate of 5% of one year's salary for each year (ten months) of 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. For the purposes of this article:
  - i. "a maximum of one year's salary" shall mean the terminated teacher's current monthly rate of pay as per Article B.1, including allowances received pursuant to Articles B.24, B.25, B.26, and B.27.2 of this Agreement, at the date of termination, multiplied by ten (10); and
  - ii. "each year (10 months) of service" shall mean the total number of continuous months of paid service prior to termination, pro-rated for part-time teaching, divided by ten (10); and
  - iii. "teacher's salary at the time of the teacher's termination" shall mean the terminated teacher's current monthly rate of pay as per Article B.1 including allowances received pursuant to Articles B.24, B.25, B.26, and B.27 of this Agreement, at the date of termination, multiplied by ten (10).
- d. A teacher who receives severance pay pursuant to this article and who, notwithstanding Article C.3.5.g, is subsequently re-engaged by the Board, shall retain any payment made under the terms of this article and in such case, for the purposes of this article, the calculation of years of service shall commence with the date of such re-engagement.

## **ARTICLE C.20 DISCIPLINE AND DISMISSAL**

- 20.1 The Board shall not discipline or dismiss any person bound by this agreement except for just and reasonable cause.
- 20.2 The right to dismiss a teacher rests with the Board and may not be delegated to the Superintendent, an assistant superintendent, an administrative officer, or any other employee of the Board.
- 20.3 The right to suspend a teacher rests with the Board but may be delegated to the Superintendent or an assistant superintendent, and not to any other employee of the Board.
- 20.4 Where an employee is under investigation by the Board for any cause, the employee and the Association shall be advised in writing of the fact at the earliest reasonable time.
- 20.5 Teachers shall be accompanied by a member of the Association and/or an advocate appointed by the Association to all meetings regarding actions under this Article. If the teacher does not attend a meeting regarding actions under this article, the meeting will proceed with an Association representative present.
- 20.6 Where a teacher is suspended or dismissed, unless required by law, no information in respect of the suspension or dismissal shall be released to the public or the media except by joint release agreed upon by officials of the Board and the Association.

- 20.7 The Board shall not dismiss any person bound by this agreement unless it has, prior to taking 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 at least 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 grounds known at the time of the notice for the contemplated action and all documents that will be considered at the meeting;
  - c. at such meeting the teacher may be accompanied by a representative and/or an advocate appointed by the Association and they shall be entitled to hear and to respond to all the information presented to the Board, to receive copies of all documents placed before the Board, and to ask the Board questions of clarification, procedures and/or information;
  - d. the decision of the Board shall be communicated in writing to the teacher and the Association and shall contain reasons for the decision.
- 20.8 Where the Board disciplines or dismisses a teacher, the teacher shall have the option of referring the matter directly to Article A.6.7.

## **ARTICLE C.21      TERMINATION FOR INCOMPETENCE**

- 21.1 The Board may terminate the employment of a teacher for incompetence only after at least three (3) reports as per Article E.23, indicating that the learning situation in the class is less than satisfactory.
- 21.2 The three reports may be issued in not less than twelve (12) nor more than twenty-four (24) months. Any approved leave of absence shall extend the time for filing the report by the equivalent length of the leave.
- 21.3 At least one of the reports shall be a report of the Superintendent of Schools, or an Assistant Superintendent.
- 21.4 Reports will only be considered for termination action if written by the Superintendent, Assistant Superintendent, a Director of Instruction, or the Principal of the school in which the teacher works. In cases where the teacher is assigned to Programme Cadre de francais, reports may be written by other Administrative Officer(s) who have the ability to communicate in the French language.
- 21.5 Where more than one of the three reports is written by the same person, at least six (6) months shall have elapsed between assessments.
- 21.6 Where a program of professional development and/or academic instruction has been formally agreed upon by the teacher and evaluator, subsequent reports shall be based

on inspection commencing not less than two (2) months nor more than six (6) months after the program has been completed and the teacher returned to duty. Such reports shall be written and filed within two (2) weeks of the conclusion of the inspection process. In such circumstances, the time frame in Article 21.2 above may be amended by agreement. Any such agreement must be in writing and signed by the teacher and the evaluator.

## **ARTICLE C.22 LIMITED DURATION ASSIGNMENTS**

- 22.1 Limited Duration Assignments are contractual assignments limited by a termination date and normally issued where:
- a. the position is vacant for a limited duration for up to and including one school year;
  - b. the position becomes vacant after the start of a new school year;
  - c. the position is funded for only one school year or less to meet a specific need;
  - d. the position is filled by an employee working under a Letter of Permission.
- 22.2 The Board shall maintain a Service Record List of limited assignment teachers who at the time of the completion of their limited duration contract:
- a. have four (4) or more months of continuous service, or
  - b. have eight (8) or more months of aggregate service.
- 22.3 Re-engagement of Teachers on the Service Record List.
- a. When a teaching position becomes available after the last posting date in Article E.21.1 (Posting and Filling Vacant Positions) and it is not filled from the Recall List, it will be offered to teachers on the Service Record List.
  - b. The position will first be offered to the teacher who has the most aggregate service to the Board among those teachers on the Service Record List and who has the necessary qualifications as defined in Article C.3.2.a.
  - c. If that teacher declines the offer, the position shall be offered to the teacher on the Service Record List with the next greatest aggregate service and the necessary qualifications, and the process shall be repeated until the position is filled.
  - d. A teacher who is offered re-engagement pursuant to this article shall inform the Board whether or not the offer is accepted within two (2) working days of the receipt of such offer.

- e. Teachers on the Service Record List shall indicate to the Board their preferences for re-engagement as to geographic area and FTE.
  - f. The teacher's right to re-engagement under this article is lost if:
    - i. the teacher refuses to accept two (2) equivalent positions for which the teacher possesses the necessary qualifications; or
    - ii. twenty-seven (27) months elapse from the date of the termination of their last contract with the Board.
  - g. The fact that a teacher indicates an unwillingness to relocate or to accept a position that does not conform to the teacher's indicated preferences shall not constitute a "refusal" as described above.
- 22.4 A teacher on the Service Record List is responsible for keeping the Human Resources Department informed of changes of name, address and telephone number.
- 22.5 The Board shall provide to the Association a copy of the Service Record list on the following dates: July 15th, October 15th, February 15th, and April 15th.



## **SECTION D      WORKING CONDITIONS**

### **ARTICLE D.1      INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION**

### **ARTICLE D.2      INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION**

### **ARTICLE D.3      ALTERNATE SCHOOL CALENDAR**

- 3.1      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*.
- 3.2      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.
- 3.3.      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.
- 3.4.      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.
- 3.5.      The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
- 3.6      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.
- 3.7      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.

3.8 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**

[Article D.4.1 through D.4.3 is not applicable in School District No. 57 (Prince George).]

### **[Local Provisions]**

#### **4.4 Secondary Schools**

- a. Each secondary school teacher will receive a minimum of one teaching block, with a minimum of 10 per cent of instructional time for use as a preparation period.

#### **4.5 Elementary Schools**

- a. Each elementary school teacher will receive, on average, a minimum of ninety (90) minutes of instructional time per week for use as a preparation period.
- b. Preparation time shall be scheduled in blocks of no less than 30 minutes duration, unless mutually agreed to by the teacher and the principal.

#### **4.6 Middle Schools**

- a. Each middle school teacher will receive, on average, a minimum of 12.5 percent of instructional time for use as preparation/collaboration time, of which collaboration time will not exceed 6 percent.

#### **4.7 Part-time Teachers**

- a. Preparation time will be available to part-time teachers with a .5 or greater teaching assignment on a pro rata basis.

4.8 It is understood that all preparation time will be taken during normal instructional hours.

## **ARTICLE D.5 MIDDLE SCHOOLS**

[Clauses D.5.1 thru D.5.5 do not apply in School District No. 57 (Prince George). Refer to Article D.4 Preparation Time and D.27 Instructional Time.]

- 5.6. 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 REGULAR WORK YEAR FOR TEACHERS**

- 20.1 The annual salary established for employees covered by this agreement shall be payable in respect of the teacher's regular work year.
- 20.2 The regular work year for employees covered by this agreement shall be annually determined by the Standard School Calendar published by the Ministry of Education (See Appendix A), and shall include the specified number of days of instruction, the maximum number of non-instructional days and the year end administrative day.
- 20.3 Classroom teachers enrolling students in Grades 1 to 3 shall be granted one (1) day free from teaching duties for purposes of preparation of progress reports for each of the three formal reporting periods (pro-rated for part-time teachers).
- 20.4 Classroom teachers enrolling students in Grades 4 to 7 shall be granted one (1) day free from teaching duties during the school year (pro-rated for part-time teachers) for the purposes of addressing the assessment, evaluation and communication expectations of the new Intermediate program.
- 20.5 Teachers who enrol two (2) classes of Kindergarten shall be granted two (2) days free from teaching duties for purposes of preparation of progress reports for each of the three formal reporting periods (pro-rated for part-time teachers).
- 20.6 Any work performed by employees covered by this agreement beyond the teacher's regular work year shall be voluntary.
- 20.7 Subject to the mutual agreement of the employee and the principal concerned, counsellors may work some days outside the regular work year. Counsellors who do so will receive equivalent time off during their regular work year. Alternately, counsellors may elect to be paid 1/200 of their established annual salary for each day of work assigned and performed outside their regular work year. Such election is to be made in writing prior to the work being done.
- 20.8 In special circumstances initiated and authorized in writing by the Superintendent or an Assistant Superintendent, a teacher may be asked to perform work outside the teacher's regular work year. If the teacher agrees to perform such work, the principal and the teacher will mutually agree on the scheduling of the work. The teacher will decide whether to be paid at 1/200 of his/her established annual salary for each day worked or

to receive equivalent time off during the regular work year. Such election is to be made in writing prior to the work being done.

- 20.9 Teachers in 12-month programs will take vacation time at the equivalent rate of a teacher in a regular 10-month facility. Vacation scheduling will be coordinated by the teacher and the appropriate principal or principal/manager and will take into account teacher preferences and the instructional needs of the facility.

## **ARTICLE D.21 EXTRA-CURRICULAR ACTIVITIES**

- 21.1 In this agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school.
- 21.2 The Board agrees that all teachers sponsoring extra-curricular activities do so on a voluntary basis.
- 21.3 The Board agrees to indemnify teachers voluntarily involved in Board authorized extra-curricular activities against a claim for damages against the teacher arising out of the teacher's lawful performance of these activities.

## **ARTICLE D.22 SUPERVISION TIME**

- 22.1 Each teacher shall not be assigned more than an average of thirty (30) minutes of supervision per week, pro-rated for part-time teachers.
- 22.2 Each teacher shall receive a minimum of thirty (30) consecutive minutes lunch break per day.
- 22.3 No teacher shall be required to perform routine or scheduled supervision duties during the school's noon intermission.
- 22.4 Supervision schedules should be reviewed on a bi-monthly basis to ensure effectiveness with regard to teacher preferences and the deployment of supervisory assistants.

## **ARTICLE D.23 AVAILABILITY OF TEACHERS ON CALL**

- 23.1 Teachers, except teachers on call and those teachers whose assignment is that of permanent teacher on call shall not regularly be required:
- a. to perform the tuition or instructional duties of a teacher who is absent;
  - b. to supervise the students of a teacher who is absent except in emergency situations.

- 23.2 A teacher on call will be engaged in the event of the absence of a teacher due to illness, approved leave or unavoidable circumstances except in those situations and for those positions where the principal and teacher have mutually agreed at the start of the school year (or thereafter for changed circumstances) that a teacher on call should not be engaged. The continuity of the educational program shall be the main determinant of whether a teacher on call is to be engaged.

#### **ARTICLE D.24 HEALTH AND SAFETY**

- 24.1 The parties agree to adhere to the principles of the Workers' Compensation Board's Industrial Health and Safety Regulations, including the Workplace Hazardous Materials Information System (WHMIS) program.
- 24.2 Teachers shall not be called on to administer medication or perform routine medical procedures to students on a regular or predictable basis.
- 24.3 The Board shall provide some reimbursement to a teacher who is required by the Workers' Compensation Board to wear safety footwear. Such reimbursement shall be up to a maximum of \$50.00 per school year.

#### **ARTICLE D.25 HEALTH AND SAFETY COMMITTEE**

- 25.1 Each school shall have a Health and Safety Committee in accordance with the Workers' Compensation Board Regulations.
- 25.2 In no case shall the employer's representatives outnumber those of the teachers.
- 25.3 Function
- a. The Health and Safety Committee shall assist in creating a safe and healthful place of work and learning.
- 25.4 Detailed Duties
- a. The committee shall assist with regular inspections of the place of employment as required by Regulation 8.08 of the Industrial Health and Safety Regulations, Workers' Compensation Board of British Columbia.
  - b. The committee shall assist with the provision of health services as outlined in the School Act.
  - c. The committee shall recommend measures to assist attainment of compliance with the School Act and the Workers' Compensation Board of B.C. and the correction of hazardous conditions.

- d. The committee shall hold regular meetings in compliance with Workers' Compensation Board regulations for the review of:
  - i. reports of current accidents, their causes and means of prevention;
  - ii. remedial action taken or required by the reports of investigations and inspections;
  - iii. any other matters pertinent to health and safety; and
  - iv. record and retain the proceedings of the committee as required by the Workers Compensation Act – Part 3 [Div.4(sect. 137)]

#### **ARTICLE D.26 INSTRUCTIONAL TIME**

- 26.1 Each full-time elementary teacher's regular weekly assignment shall not exceed 23 hours 45 minutes of instructional time inclusive of preparation time as provided for in Article D.4 except for teachers who enrol only Kindergarten whose regular weekly assignment shall not exceed 24 hours of instruction time inclusive of preparation time.
- 26.2 Each full-time teacher of secondary school, and secondary teachers of the Centre for Learning Alternatives will have a regular weekly assignment not exceeding 25 hours 45 minutes of instructional time inclusive of preparation time as provided for in Article D.4.
- 26.3 Each full-time middle school teacher's regular weekly assignment shall not exceed 25 hours 28 minutes of instructional time, inclusive of preparation time as provided for in Article D.4.
- 26.4 Each part-time teacher's regular weekly assignment of instructional time shall be pro-rated from the limits outlined in Article D.26.1, D.26.2 and D.26.3 above.
- 26.5 No teacher shall be required to offer instruction beyond an interval of 7.0 consecutive hours inclusive of:
  - a. a regular noon intermission;
  - b. recess;
  - c. homeroom;
  - d. preparation time as provided for in Article D.4; and
  - e. time for students to change classrooms.

#### **ARTICLE D.27 INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION**

## **ARTICLE D.28 BEGINNING TEACHERS**

- 28.1 Beginning teachers shall be provided with assistance to help them in their adjustment to teaching.
- 28.2 A beginning teacher is defined as a teacher who has never held a teaching assignment since attainment of a teaching certificate.
- 28.3 The specific assistance shall include, but not be limited to:
- a. Up to two (2) release days (pro-rated for part-time) to be used at the discretion of the beginning teacher during the first ten (10) months of his/her employment for planning, mentoring, classroom observation, or professional development activities.
  - b. This provision would also be available to a beginning teacher on a limited duration assignment of four (4) months or greater. If the beginning teacher's initial assignment is from one (1) month to three (3) months in duration, one (1) release day will be provided for the purposes listed above. The scheduling and use of the release time is to be in consultation with the Principal.
  - c. Intentionally Left Blank / Removed by Legislation
- 28.4 The Board and the Association will jointly investigate an orientation program which would be supportive of beginning teachers. Such an investigation may include a mentoring component.

## **ARTICLE D.29 HOME EDUCATION**

- 29.1 Educational services that may be required for home education students (as defined in the School Act and Regulations) shall be provided by a member of the Association, Administrative Officer or other appropriate employee of the Board.

## **ARTICLE D.30 CENTRAL INTERIOR DISTANCE EDUCATION SCHOOL**

- 30.1 Teachers working as markers for the Central Interior Distance Education School may be employed as mutually agreed between the teacher and the Board and no other contract clause shall have application to such teachers for those duties.

## **ARTICLE D.31 TWELVE MONTH ASSIGNMENT**

- 31.1 No positions in the bargaining unit shall be twelve month assignments, except as mutually agreed between the Association and Board.

## **SECTION E PERSONNEL PRACTICES**

### **ARTICLE E.1 NON-SEXIST ENVIRONMENT**

- 1.1 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.
- 1.2 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.
- 1.3 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**

#### **2.1 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.

#### **2.2 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.

## **2.3 Resolution Procedure**

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

- b. Step 2
  - i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
  - ii. The complaint should include specific behaviours which form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.
  - iii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.
  - iv. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.
  
- c. Step 3
  - i. The employer shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.
  - ii. The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

## **2.4 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.

## **2.5 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.

## **2.6 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 TRANSFERS**

20.1 No teacher shall be transferred from his/her geographic area as defined in Article C.3.5.g without agreement of the teacher, unless:

- a. no vacant position remains in the teacher's geographic area for which he/she possesses the necessary qualifications; and
- b. the teacher has the least seniority of teachers holding positions for which he/she is qualified.

20.2 In the event that the Board initiates a transfer involving change of geographic area and such transfer is agreed to, reasonable moving and relocation expenses shall be paid by the Board. Three (3) months notice of any such transfer shall be given, unless the teacher agrees to a shorter period. A teacher may refuse such transfer, and elect to be placed on the recall list.

- 20.3 A Board official intending to recommend transfer of a teacher shall contact or meet with the teacher prior to the recommendation being placed before the Board. The nature of the transfer, and the reason(s) for it shall be communicated to the teacher.
- 20.4 The Board may transfer a teacher from one assignment to another by giving at least seven (7) days notice in writing.
- 20.5 Within seven (7) days after receiving the notice the teacher may request, in writing, a meeting with the Board.
- 20.6 The Board shall not proceed with the transfer until after the meeting.
- 20.7 Transfer initiated by the Board shall be completed no later than June 15 in a school year for the next school year, save when they are necessitated by circumstances not reasonably known to the Board by May 15 in such year.

## **ARTICLE E.21 POSTING AND FILLING VACANT POSITIONS**

- 21.1 When a teaching position is known and confirmed to be vacant for the subsequent entire school year (September 1 to June 30), the position shall be posted through the district's electronic communication system provided that:
- a. the vacancy is confirmed no later than four (4) days before the end of the regular work year for teachers as defined in Article D.20;
  - b. the position is a full-time or part-time continuing position, or a limited duration assignment of 0.5 or greater;
  - c. all teachers on the Recall List with the necessary qualifications have declined the position; and
  - d. the position is not required for a Teacher or Board initiated transfer (priority reassignment, surplus staff reassignment, special circumstances reassignment or administrative transfer) as per the Board's Teacher Transfer Policy.
- 21.2 Positions identified in Article E.21.1 above may be advertised through the district electronic communication system if the position is known and confirmed to be vacant before May 1.
- 21.3 Positions posted as per Article E.21.1 or E.21.2 above will be offered to new applicants only if no applications are received from internal applicants (continuing assignment teachers or Limited Duration assignment teachers who are eligible for the Service Record List) with the necessary qualifications. Applicants must apply electronically to Human Resources by the closing date specified in the posting.
- 21.4 When a teaching position of more than twenty (20) consecutive working days becomes available after the last posting date identified in Article E.21.1 above, it shall be filled as

a Limited Duration assignment. The position will first be offered to teachers on the Recall List as per the process described in Article C.3. If the position is not filled from the Recall List, it will be offered to teachers on the Limited Duration Service Record List who have the necessary qualifications. If the position is not filled from the Limited Duration Service Record List, it will be offered to new applicants, including Teachers On Call.

## **ARTICLE E.22      ASSIGNMENT - IN SCHOOL**

- 22.1 A staff meeting shall be held prior to June 30th annually for the purpose of discussing the proposed timetable and staff assignments for the next school year.
- 22.2 A staff meeting shall be held to discuss any proposed reorganization of the school.

## **ARTICLE E.23      EVALUATION OF TEACHING**

- 23.1 Teacher supervision and evaluation processes will be consistent with the Summative Evaluation Process as described in "A Guide For Supervision and Evaluation in School District No. 57 (Prince George) Revised: 1990" for the life of the agreement or a shorter period upon mutual agreement.
- 23.2 A joint committee shall review existing evaluation practices on an on-going basis.
- 23.3 The Board will make a current copy of "A Guide For Supervision and Evaluation in School District No. 57 (Prince George) Revised: 1990" available in the library of each school. In addition, a copy of the guide will be provided to each teacher on whom an evaluative report is about to be written.

## **ARTICLE E.24      NO DISCRIMINATION**

- 24.1 The parties agree to adhere to the principles of the British Columbia Human Rights Act.

## **ARTICLE E.25      PERSONNEL FILES**

- 25.1 There shall be only one personnel file for each teacher, maintained at district offices. When a teacher leaves a school, any file relating to the teacher kept at the school shall be given to the teacher.
- 25.2 After receiving a request from a teacher, the Superintendent, in respect of the district file, or the principal of the school, in respect of any school file, shall forthwith grant access to that teacher's file.
- 25.3 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.

- 25.4 The Board agrees that material in teacher personnel files may be supplemented by submission(s) from the teacher. Teachers shall have the right to place a statement in their file indicating disagreement with and/or rebutting any material contained in the personnel file.
- 25.5 Upon the employee's request, disciplinary documentation involving infractions which have not been repeated for a period of twenty-four (24) months may be removed from the employee's personnel file provided that the document is not:
- a. part of a formal performance evaluation;
  - b. material to any pending disciplinary action;
  - c. related to an action which compromises the safety or well-being of students; or
  - d. related to professional competency.
- 25.6 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.
- 25.7 Teachers must promptly receive a copy of any document of a disciplinary nature that is placed in the teacher's school or District personnel file.
- 25.8 No material from the teacher's personnel file may be presented at a meeting or hearing of a disciplinary nature unless a copy of the material was provided to the teacher at the time it was placed in the file, and no material which has been removed from the file pursuant to Article E.25.5 may be presented.
- 25.9 Subject to the teacher's written authorization, the Association President or Vice-President may review a teacher's personnel file.
- 25.10 A teacher, or, subject to the teacher's written authorization, the Association President or Vice-President, may, on request, receive a copy of any document found in the teacher's personnel file.

## **ARTICLE E.26 FALSELY ACCUSED EMPLOYEE ASSISTANCE**

- 26.1 When a teacher remains on the teaching staff of the district after having been accused of child abuse or sexual misconduct in the course of performing his/her duties with the Board, and if:
- a. an investigation by the Board has concluded that the accusation is not true on a balance of probabilities, and no criminal charges are laid, or
  - b. an investigation by the Board has concluded that the accusation is not true on a balance of probabilities; and, should criminal charges result, the teacher is acquitted of criminal charges in relation to the accusation, or

- c. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false, and no criminal charges are laid, or
  - d. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false; and, should criminal charges result, the teacher is acquitted of criminal charges in relation to the accusation, then the teacher shall be entitled to assistance in addition to that provided by the Employee Assistance Plan.
- 26.2 The Superintendent of Schools and the President of the Association shall consult with the teacher concerned to ascertain his/her needs for assistance and then jointly develop and approve a plan of assistance to facilitate the teacher's successful return to teaching duties. Such a plan will consider the leave policies of the district; the financial ability to provide additional counselling from the Employee Assistance Plan; the designation of the teacher for priority transfer to another position in the district; and, at the request of the teacher, the provision of factual information to parents and students.

## **ARTICLE E.27 SCHOOL ACT APPEALS**

- 27.1 Where a pupil and/or parent/guardian files an appeal under the School Act (Section 11) and Board By-law of a decision of an employee covered by this agreement, or in connection with or affecting such an employee,
- a. the employee and the association shall immediately be notified of the appeal, and shall be entitled to receive all documents relating;
  - b. the employee shall be entitled to attend any meeting of the Board where the appellant is present and shall have the right to representation by the association; and
  - c. the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
- 27.2 The Board may refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first discussed the decision with the employee(s) who made the decision.
- 27.3 No decision or By-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this agreement, or deprive the employee of any right, benefit or process otherwise provided by law.

## **ARTICLE E.28 BOARD POLICY**

- 28.1 The parties recognize that many Board policies, regulations and practices have a direct impact on the conditions under which teachers must carry out their duties. Though the development and implementation of these policies are the responsibility of the Board, for



which they are held accountable under the School Act, it is the desire of the Board to obtain meaningful input from teachers, as professionals in such development. Towards this end, the parties agree to the following:

- a. The Board shall not alter existing policies, or introduce new policies, affecting teachers, without first ensuring that the Association has had adequate notice of the Board's intent.
  - i. When possible notice of intent to change or introduce new policies shall be given in written form to the Association not less than sixty (60) days prior to a hearing.
  - ii. A joint meeting of Association and Board representatives shall be convened to discuss the proposals as soon as practical after the sixty (60) days notice of intent. In no case shall more than forty (40) days elapse before the meeting is convened.
  - iii. If mutual agreement to the change is not obtained at the meeting in Article E.28.1.a.ii, the Association will be placed on the agenda of the Board meeting at which the proposal is to be considered.
  - iv. A minimum of fourteen (14) calendar days shall be provided for the preparation for the Board Meeting in Article E.28.1.a.iii.
  - v. The time line may be amended by mutual agreement of the Association and the Board.
- 28.2 The same general procedures and guidelines shall apply to policy proposals initiated by the Association.
- 28.3 The Board and the Association will review and identify the policies affected by this understanding. The Board will make a current copy of all the relevant policies available through electronic delivery.
- 28.4 An individual teacher or the Association may appeal the interpretation and/or application of such Board policies by administrative staff of the District.
- 28.5 The appeal process shall be as follows:
  - a. The aggrieved teacher shall meet with the principal, the assistant superintendent or someone assigned by him/her to discuss the issue at hand.
  - b. Should no settlement be reached at this level, the teacher may take the disagreement to the Dispute Resolution Committee for further discussion, and the Dispute Resolution Committee will forward a recommendation to the Board whose decision on the matter will be final and binding.

- 28.6 While no specific time limits are set for each level of discussion, the parties agree that matters of concern to teachers introduced into this procedure are intended to be resolved at some step of the above procedure or placed before the Board for resolution within thirty (30) days of the commencement of the appeal.
- 28.7 An Association representative may accompany the teacher at any step of the above procedure. An Association representative must accompany the teacher at the levels of meeting with the Dispute Resolution Committee and with the Board.
- 28.8 In the case of appeals launched within the central office, the "appropriate director" shall substitute for the "principal".
- 28.9 All appeals and responses shall be written following the initial discussion with the principal, director or assistant superintendent.

## **SECTION F      PROFESSIONAL RIGHTS**

### **ARTICLE F.20      PROFESSIONAL DEVELOPMENT**

- 20.1 Professional development activities are desirable but not required activities undertaken by teachers to develop themselves as professionals. Professional development activities most often involve teaching/learning strategies designed to enhance the learning environment and may take place during or outside of the regular work day or work year. Participation in a personal professional development program is voluntary. However, teachers are encouraged to participate with colleagues at the school, zone and district level in professional development activities that have been planned for their group.
- 20.2 In-service is employer initiated training that is necessary for teachers to fulfill the requirements of their assignment. The employer specifically requests that the teacher attend such training. In-service activities most often relate to curriculum implementation and are content driven. Participation in in-service activities is required only if it is scheduled during the teacher's regular work day and work year. In some circumstances a teacher may request to attend an in-service training session. It is understood that, in this circumstance, attendance is on the basis of the in-service being considered by the teacher as part of the teacher's personal professional development program.
- 20.3 It is recognized that teachers in McBride, Valemount and Mackenzie zones may need some special consideration to access professional development or in-service activities away from their community of residence (eg. some travel/release support, reasonable start and finish times for professional development or in-service sessions, and consideration of winter travel conditions).

### **ARTICLE F.21      PROFESSIONAL DEVELOPMENT FUND**

- 21.1 The Board shall maintain a fund, known as the Professional Development Fund for the purpose of promoting professional development of the teaching staff of the district.
- 21.2 The Board shall place a minimum amount of \$150.00 per F.T.E. into this fund.
- 21.3 The cost of salaries and benefits of employees of the school district shall not be a charge against this fund.
- 21.4 The cost of curriculum implementation shall not be a charge against this fund.
- 21.5 The fund shall be administered by the District Professional Development Steering Committee.

## **ARTICLE F.22      NON INSTRUCTIONAL DAYS**

- 22.1 The maximum number of non-instructional days as provided for in Article D.20 shall be allocated as follows:
- a. one (1) day for the District-wide professional development day;
  - b. the remaining days to be used as mutually agreed between the Principal of each school and the staff of that school subject to the Standard School Calendar Regulations and the relevant Ministerial Order(s).

## **ARTICLE F.23      CURRICULUM IMPLEMENTATION**

- 23.1 The Board shall maintain district curriculum advisory committees which will include teacher representation and will provide advice to the Board on the implementation of new curriculum.
- 23.2 Position vacancies on district curriculum advisory committees shall be advertised and teachers shall be appointed by the Director of School Services following a process of consultation between the Director of School Services and the Association.

## **ARTICLE F.24      EDUCATIONAL BONUS FOR COURSES**

- 24.1 Credit Courses
- a. Teachers shall be eligible for Education Bonuses upon successful completion of university or educational institution courses provided:
    - i. the courses are accepted by the Superintendent of Schools as properly relating to progress towards the teacher's basic professional status (i.e. improving certification) or to the teacher's current or proposed instructional responsibility.
    - ii. the courses to be taken must be approved in advance in writing by the Superintendent of Schools.
    - iii. proof of successful completion is made within one (1) month following official notification from the university or educational institution.
  - b. For university or educational courses completed at any time outside of the community in which the teacher resides, the Board shall pay \$62.50 for each approved credit hour or its equivalent, except as provided in Article F.24.1.c following.
  - c. For university or educational courses (including distance education / correspondence courses) completed at any time in the community in which the

teacher resides, 50% of the course tuition fee will be reimbursed provided that, upon request, a course tuition receipt or other proof of course tuition payment is submitted.

- d. A bonus shall be payable in a lump sum upon production of proof of such credits.

#### 24.2 Non-Credit Courses

- a. Subject to the prior approval of the Superintendent of Schools, the Board shall make a payment towards the expenses of any teacher attending short courses, workshops, conferences and seminars during time outside of the teacher's regular work year on the following basis:

- i. the short course, workshop, conference or seminar relates to the teacher's current or proposed instructional responsibilities.
- ii. when attendance does not require the teacher to live away from the teacher's normal School District No. 57 residence, the registration fee of the course will be reimbursed provided that a fee receipt and a certificate of attendance is submitted.
- iii. when attendance requires the teacher to live away from the teacher's normal School District No. 57 residence and provided that a fee receipt and certificate of attendance is provided, reimbursement will be:

- 1. a minimum of \$200.00 for the first week or part thereof;
- 2. a minimum of \$150.00 for each additional week or part thereof.

The amount shall not exceed the actual expenses incurred.

- b. Subject to the prior approval of the Superintendent of Schools, a teacher will be reimbursed up to 50% of the registration fee (up to a maximum of \$250 total reimbursement) for attendance at local non-credit courses, workshops and seminars related to the teacher's current or proposed instructional responsibilities taken during the teacher's regular work year provided that a fee receipt and a certificate of attendance is submitted.

#### 24.3 Payment of Bonuses To Non-Active Teachers

- a. In the payment of Educational Bonuses (credit and non-credit) under this article, it is assumed that the teacher is actively at work. In cases where the teacher is not actively at work (continuing assignment teachers on leave and teachers on the Service Record List as per Article C.22.2), Education Bonuses (credit and non-credit) will not be payable until the teacher has returned to active duty at which time payment will be made in accordance with the provisions of this article.

#### 24.4 Resignation/Loss of Right To Re-Engagement During School Year

- a. If the teacher resigns from his/her position during the school year or is removed from the Service Record List through loss of right to re-engagement as per Article C.22.3.f, the Educational Bonus (credit or non-credit) provided during that school year may be deducted from the final pay on a pro rata basis.

## **ARTICLE F.25      PROFESSIONAL AUTONOMY**

- 25.1 Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practice, have individual professional autonomy in determining the methods of instruction, and the planning and presentation of approved course materials in the classes of pupils to which they are assigned.
- 25.2 Professional autonomy does not infringe upon the Board's right to complete the evaluation of its teachers in accordance with the provisions of the Agreement.

## **SECTION G LEAVES OF ABSENCE**

### **ARTICLE G.1 PORTABILITY OF SICK LEAVE**

- 1.1 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.
- 1.2 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.
- 1.3 Sick Leave Verification Process
  - a. The new school district shall provide the employee with the necessary verification form at the time the employee receives confirmation of employment in the school district.
  - b. An employee must initiate the sick leave verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of commencing employment with the new school district.
  - c. The previous school district(s) shall make every reasonable effort to retrieve and verify the sick leave credits which the employee seeks to port.

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

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

### **ARTICLE G.2 COMPASSIONATE CARE LEAVE**

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 Seniority shall continue to accrue during the period of the compassionate care leave.
- 2.7 An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

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

## **ARTICLE G.20 SICK LEAVE**

- 20.1 The Board shall allow teachers absent from duty for reason of illness, provided they have presented a doctor's certificate (if requested), full pay to the extent of their accumulated sick leave credits. Sick leave credits will continue to accrue at the rate of 1.5 days per month taught.
- 20.2 Upon appointment to a first continuing contract in School District No. 57, the Board will advance two (2) years of sick leave, pro-rated for late appointment and pro-rated to the full-time equivalent of the contract (in addition to any sick leave credited in Article G.1).
- 20.3 Late appointment shall mean an appointment subsequent to August 1 for 12-month appointments and September 15 for 10-month appointments.



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

## **ARTICLE G.21      EXTENDED SICK LEAVE**

- 21.1 The Board shall, upon application, grant a teacher extended sick leave.
- 21.2 Extended Sick Leave commences when a teacher's accumulated sick leave has expired. Prior to the expiration of accumulated sick leave it is the responsibility of the teacher to either indicate the intention to return to work or to apply for Extended Sick Leave. The Human Resources Department will notify in writing teachers whose accumulated sick leave has expired.
- 21.3 Extended Sick Leave is defined as leave without pay for medical reasons and will not accrue time towards teaching experience.
- 21.4 Application for Extended Sick Leave must be accompanied by a medical practitioner's certificate supporting the application. The Board reserves the right to refer a teacher applying for Extended Sick Leave to the Board's Medical Officer.
- 21.5 A teacher who is receiving benefits from the Salary Indemnity Plan, the Salary Continuance Plan or from Workers' Compensation will be granted Extended Sick Leave for the time in which the teacher receives benefits.
- 21.6 Upon the determination of ineligibility for the Salary Indemnity Plan, the Salary Continuance Plan or Workers' Compensation, it is the responsibility of the teacher to either return to work or to apply for a further Extended Sick Leave. Such further extensions of sick leave are granted for stated periods of time.
- 21.7 Upon resumption of duties following Extended Sick Leave the teacher will be assigned either to the same position or an equivalent position in the same geographic area as defined in Article C.3.5.g. Where the Extended Sick Leave is of relatively short duration every consideration will be given to assigning the teacher to the same position. Prior to the resumption of duties the Board reserves the right to refer a teacher to the District Medical Officer.
- 21.8 In the case where a medical practitioner's certificate indicates ability to return to work, a teacher granted Extended Sick Leave may, subject to the availability of a suitable position, return to duty earlier than provided in the agreed leave.

## **ARTICLE G.22      MATERNITY LEAVE**

- 22.1 Maternity Leave shall be granted as per terms of the Employment Standards Act. Where the commencement of such leave would take place during the first two months of the school term or semester, the teacher is encouraged to request a leave commencing at the beginning of the school term or semester to minimize disruption of the instructional program at the critical initial stages of the year/term/semester.

- 22.2 At least two (2) weeks prior to the expiration date of the Maternity leave in Article G.22.1 above, the teacher may apply for Extended Maternity Leave. Extended Maternity Leave (exclusive of any Parental Leave granted as per Article G.26) shall be granted without pay for a period of up to eighteen (18) months provided that the termination of the extended leave coincides with one of the following breaks in the school year: school opening; the end of the calendar year; semester beginning; or the end of Spring Break. The teacher on Extended Maternity Leave may elect to continue benefits under Article B.11 at no cost to the Board. Extended Maternity Leave will not accrue time towards teaching experience.
- 22.3 Upon resumption of duties following Extended Maternity Leave, the teacher will be assigned either to the same position or an equivalent position in the same geographic areas as are defined in Article C.3.5.g.
- 22.4 Prior to the termination of the Extended Maternity Leave, the Board shall offer the teacher a suitable position.
- 22.5 In the case of a terminated pregnancy or other special situation, a teacher granted Extended Maternity leave may, subject to the availability of a suitable position, return to duty earlier than provided in the agreed leave.
- 22.6 Supplemental Unemployment Benefits (SUB) Plan
- a. The Board agrees to maintain the Supplementary Unemployment Benefits (SUB) Plan approved by Employment and Immigration Canada dated June 21, 1991.
  - b. The Board shall pay to eligible employees:
    - i. ninety-five (95) per cent of the teacher's current salary for the first two (2) weeks of the Maternity Leave; and
    - ii. the difference between sixty (60) per cent of the teacher's current salary and the amount of the UIC maternity benefits received by the teacher for a further fifteen (15) weeks.
  - c. An "eligible employee" means a teacher covered by this agreement who is actively employed on a half-time or greater basis and who is eligible to receive UIC maternity benefits.
  - d. Benefits will only be payable under this plan during the regular work year for teachers as defined in Article D.20.
  - e. The Board shall provide a copy of the "Supplemental Employment Benefits (SUB) Plan - Teachers" in the library of each school.

## **ARTICLE G.23 PARENTHOOD LEAVE**

- 23.1 Parenthood Leave may be requested only once in every five (5) years, except in a crisis situation, should a parent feel it to be necessary to stay at home with a dependent child.
- 23.2 Both male and female teachers shall be eligible for Parenthood Leave, but it may be granted to only one parent at a time in instances where both are employed by the Board. Notice is required, in writing, six (6) months prior to commencement of the leave. Less than six (6) months' notice may be considered in a crisis situation.
- 23.3 The length of this leave shall not exceed twelve (12) months.
- 23.4 Such leave is without pay and will not accrue time towards teaching experience.
- 23.5 Teachers granted Parenthood Leave shall return to employment at one of the following breaks in the school year: school opening; the end of the calendar year; semester beginning; or the end of Spring Break, and shall advise the Board of their intentions at least four (4) months prior to their intended return date.
- 23.6 Upon resumption of duties following Parenthood Leave, the teacher will be assigned either to the same position or an equivalent position in the same geographic area as defined in Article C.3.5.g.
- 23.7 Prior to the termination of the Parenthood Leave, the Board shall offer the teacher a suitable position.

## **ARTICLE G.24 ADOPTION LEAVE**

- 24.1 A teacher shall be granted a leave of absence with full salary for travelling time involved, plus one day, up to a total of three (3) days on the occasion of his/her adoption of a child, other than the spouse's offspring.
- 24.2 In single parent adoption, an extended leave of six (6) weeks may be granted, without pay, to the adopting parent, for the purposes of family establishment.

## **ARTICLE G.25 PATERNITY LEAVE**

- 25.1 On the birth of a child, the teacher may apply for and shall be granted paternity leave with pay up to a maximum of two (2) days.

## **ARTICLE G.26 PARENTAL LEAVE**

- 26.1 Parental leave (inclusive of adoption leave) shall be granted as per terms of the Employment Standards Act. Parental leave shall be without pay. Where the commencement of such leave takes place during the first two months of the school term

or semester, the teacher is encouraged to request a leave commencing at the beginning of the school term or semester to minimize disruption of the instructional program at the critical initial stages of the year/term/semester.

#### **ARTICLE G.27 JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS**

- 27.1 The Board shall grant leave of absence with pay to any employee summoned for jury duty or subpoenaed to appear at any legal proceedings provided that the employee is not a party in the legal proceedings. An employee on such leave shall pay over to the Board only such sums received for jury duty or witness fees.
- 27.2 Where an employee is required by the Board to attend proceedings in connection with the interpretation or application of this agreement, the Board shall grant leave with pay.
- 27.3 Where the private affairs of an employee have otherwise occasioned an appearance in legal proceedings, a leave of absence without pay shall be granted by the Board.

#### **ARTICLE G.28 EDUCATIONAL LEAVE**

- 28.1 The Board may grant educational leave without pay to teachers with a minimum of three (3) years continuous service in the district.

#### **ARTICLE G.29 DISCRETIONARY LEAVE**

- 29.1 The Board shall, upon application, grant a teacher discretionary leave, with pay, up to a maximum of one (1) day per school year.
- 29.2 Part-time teachers shall take the discretionary leave on a scheduled work day during the school year.
- 29.3 Limited duration assignment teachers who work less than five months in the same assignment are not eligible for discretionary leave.

#### **ARTICLE G.30 GENERAL LEAVE**

- 30.1 The Board may grant other leaves of absence without pay to employees for good and sufficient cause. Any request for consideration under this clause must be submitted in writing to the appropriate Principal, Director or Assistant Superintendent.

### **ARTICLE G.31      SELF-FUNDED LEAVE PLAN**

- 31.1    Subject to the rules of compliance of regulations under the Income Tax Act, the Board and the Association shall maintain a Self-Funded Leave Plan.
- 31.2    The Board and the Association shall maintain a committee of equal numbers of representatives of the Board and the Association to administer the Self-Funded Leave Plan.
- 31.3    The Board agrees to maintain the plan in existence July 1,1990, and that changes to the plan will occur only with the consent of both parties.
- 31.4    Copies of the Self-Funded Leave Plan shall be available from the Board or the Association upon request.

## **SECTION H      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

---

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

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

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

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

<b>Appendix 1</b> <b>PROVINCIAL MATTERS</b>
--

## Appendix 1 – Provincial Matters

### Housekeeping — Form Issues

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

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

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

**Section B — Salary and Economic Benefits**

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

4. Experience Recognition
  - a. *1.40 Recognition of Experience - Salary Purposes*

### **Special Placement**

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

18. One Room School Allowance
  - 2.6 *Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.*
19. 1.96 *Classroom Supply Allowance (Compensation for Funds Spent by Teachers on Class)*
20. Housing Assistance
  - 2.5 *Housing*
21. Part Month Payments and Deductions
  - 1.87 *Part Month Payments and Deductions - Schedule*
22. No Cuts in Salary and Benefits
  - 1.69 *No Cuts in Salary*
23. Pay Periods
  - 1.88 *Pay Periods, Salary Payday Schedule*
24. Payment For Work Beyond Regular Work Year
  - 1.86 *Counsellors Working Outside School Calendar, Night School Payments/Summer School Payments, Salary-Payment for Additional Days; Not Regular School Days*
24. Board Payment of College Fees
  - 1.5 *College Fees, Employer Payment*
25. General Benefits
  - 1.10 *General Information, Benefits*
  - 3.36 *Benefits - Management Committee*
26. Benefits - Coverage
  - 1.6 *Coverage - Benefits*
  - 1.7 *Dental*
  - 1.9 *Extended Health*
  - 1.11 *Group Life Coverage*
  - 3.37 *Benefits - Optional Life Insurance*
  - 1.12 *Long Term Disability*
  - 1.14 *MSP, Benefits*
  - 1.16 *Deferred Salary Retirement Plan*
  - 1.20 *Vision Care*
  - 1.24 *Clothing Allowance; Uniforms / Coveralls*
  - 2.7 *Medical Leave - Preauthorized Travel for Medical Services Leave*
27. Death Benefits
  - 1.8 *Death*
28. Unemployment Insurance/SIF Rebate
  - 3.3 *Benefits - UIC (all rebates)*
29. Continuation of Benefits
  - 1.13 *Benefits - Payment for During Leave*
  - 1.17 *Salary Indemnity, Salary Continuance, Long Term Disability*
30. Retirement Bonuses

- 1.15 *Pension, Retirement, Superannuation*
  - 1.16 *Retirement Incentive Benefits*
  - 1.22 *Bonus for Long Service*
  - 1.27 *Bonus for Early Retirement, Early Retirement Incentive*
  - 2.8 *Wellness Programs*
- 31. Employee and Family Assistance Program
    - 2.3 *EAP/EFAP*
  - 32. Personal Property Insurance
    - 1.102 *Loss of Personal Effects, Theft, Vandalism*
  - 33. Group RRSP
    - 3.38 *Benefits - RRSP*

### **Section C — Employment Rights**

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

### **Section D — Working Conditions**

1. Hours of Work
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
2. Preparation Time
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
3. Regular Work Year for Teachers
  - 1.92 *Regular Work Year for Teachers; School Calendar*
  - 1.104 *Year Round Schools*
  - 3.46 *Reports (Teacher) on Students*
  - 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*
  - 1.73 *Conference Days - Parent Teacher*
  - 3.50 *Closure of Schools for Health or Safety Reasons*
4. Duration of School Day
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
  - 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*
5. Supervision Duties
  - 1.97 *Duty Free Lunch Hour, Noon Hour Supervision, Supervision Duties*
6. Availability of Teacher on Call
  - 1.95 *Availability of Substitute Teachers and Hiring Practices*
7. Teacher on Call Working Conditions
  - 3.30 *Substitute Teacher Working Conditions*
8. Mentor/Beginning Teacher Program
  - 1.4 *Student Teachers, Beginning Teachers, Mentorship Program*
  - 1.72 *Orientation, Teacher, Employee*
9. Child Care for Work Beyond Regular Hours
  - 1.35 *Day Care; Child Care*
10. Home Education
  - 1.42 *Home Education, Suspended Students, Hospital/Homebound Teachers*
11. Itinerant Teachers
  - 1.36 *Definition of Teachers, Itinerant Teachers*
12. Space and Facilities
  - 1.110 *space and facilities*
13. Non-traditional Worksites
  - 1.3 *Adult Education, Storefront Schools, Satellite School Programs*
14. Correspondence Courses
  - 1.33 *Correspondence School*
15. Technological Change

- 3.31 *Adjustment Plan - Board Introduced Change; Technological Change; Library Resource Automation*
- 16. Hearing and Medical Checks
  - 1.105 *Medical Examinations, Tests, Screening for TB; Medical Tests - Hearing*
- 17. Services to Teachers
  - 1.107 *School Services to Teachers, Like Translation*
- 18. Inner City Schools
  - 2.9 *Use of Inner City School Funds*

**Section E — Personnel Practices**

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

9. Falsely Accused Employee Assistance  
2.4 *Falsely Accused Employee*
10. Parental Complaints  
3.39 *Complaints - Public*
11. Violence Prevention in Schools  
3.47 *Acts of Violence Against Teachers*
12. Criminal Record Checks  
1.111 *criminal record checks*
13. Resignation  
3.44 *Employee Terminating Employment*

#### **Section F — Professional Rights**

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

#### **Section G — Leaves of Absence**

1. Sick Leave  
1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*  
2.7 *Medical Leave - Preauthorized Travel for Medical Services Leave*
2. Maternity and Parental Leave and S.U.B. Plan  
1.18 *Maternity Supplemental Unemployment*  
1.108 *Maternity Leave*  
1.109 *Parental Leave - Short Term*
3. Short Term Paternity Leave and Adoption Leave  
1.46 *Adoption Leave*

- 1.60 *Paternity Leave*
4. Jury Duty and Appearances in Legal Proceedings  
1.56 *Jury Duty Leave, Witness*
5. Educational Leave  
1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading,- Board Directed*  
1.103 *Study Leave - Year End*
6. Bereavement/Compassionate Leave  
1.48 *Bereavement Leave*  
1.53 *Funeral Leave*
7. Leave for Family Illness  
1.52 *Care of Dependents Child or Relative - Emergency or Long Term Chronic - Leave, Emergency Leave for Family Illness, Compassionate Leave*
8. Discretionary Leave  
1.54 *Short Term - Leave, Discretionary; General; Personal*
9. Leave for Elected Office and Community Service  
1.49 *Community Service; Search and Rescue Leave*  
1.51 *Election Leave, Political Leave*
10. WCB Leave With Pay  
1.21 *WCB*  
1.67 *Worker's Compensation - Leave*
11. Early Retirement Incentive Plan - separate from B
12. Leave of Absence Incentive Plan  
1.47 *Absence Incentive Plan - Leave*
13. Religious Holidays  
1.62 *Religious Holiday - Leave*
14. Leave to Attend Retirement Seminars  
1.112 *Leave to Attend Retirement Seminars*
15. Leave for Communicable Disease  
1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
16. Leave for Conference Participation  
1.113 *Leave for Conference Participation*
17. Leave for Competitions  
1.55 *International Amateur Competition, Sports Competition Leave*
18. Leave for Visiting Exchange Teachers (needs broader title)  
1.59 *Dept. of Defence, Exchange Teacher; Outside Assignment, Secondment, Detached Duty - Leave, Resource Teacher Assignment*



19. Leave for University Convocations (needs broader title)  
*1.64 Citizenship, Marriage, Special Circumstances, Grad, Weather Leaves*
20. Leave for Blood, Tissue and Organ Donations  
*1.63 Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
21. Leave for Exams  
*1.50 Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading,- Board Directed*
22. Miscellaneous Leaves with cost  
*1.58 Other - Leave*  
*1.106 Committee - Detached Duty*

May 31, 1995 - Provincial

<b>Appendix 2</b>
-------------------

**LOCAL MATTERS**

**Appendix 2 – Local Matters**

Housekeeping - Form

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

**Section A — The Collective Bargaining Relationship**

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

**Section B — Salary and Economic Benefits**

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

## **Section D — Working Conditions**

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

## **Section E — Personnel Practices**

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

## **Section F — Professional Rights**

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

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

**Section G — Leaves of Absence**

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

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

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

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

**Unpaid Leave In The Designation Of Provincial and Local Matters**

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

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

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

October 25/95

---

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

**Concerning Selection of Administrative Officers**

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

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

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

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

Dated this 11 day of December, 1996.

"Alice McQuade"  
President  
BC Teachers' Federation

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

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

**Professional Development**

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

Professional Development:

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

For BCTF:  
"R. Worley"

For BCPSEA:  
"K. Halliday"

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

---

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

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

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

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

British Columbia Teachers' Federation

British Columbia Public School Employers'  
Association

"R. Worley"

"K. Halliday"

**LETTER OF UNDERSTANDING No. 2**

**Between:**

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

**And:**

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

**Re: Approved list of arbitrators for:**

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

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

John Kinzie  
Judi Korbin  
Robert Pekeles

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

Dated: August 14, 2007

*Originals signed by:*

Irene Lanzinger  
For the BCTF

Jacque Griffiths  
For the BCPSEA

**LETTER OF UNDERSTANDING No. 3. a**

**Between**

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

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

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

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

---

[Not Applicable in School District No. 57 (Prince George)]



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

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

[Not Applicable in School District No. 57 (Prince George)]

## 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 replace or amend 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 3 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

March 12, 2008

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

March 13, 2008



**SECTION I LOCAL LETTERS OF UNDERSTANDING/INTENT**

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)**

**AND:**

**THE PRINCE GEORGE DISTRICT TEACHERS' ASSOCIATION**

**Re: Recognition of Service Leave**

Teachers with a seniority date of ten years (10) or greater shall have access to one unpaid general leave of 2-5 days once each five year period. Access to this leave will be restricted such that no more than 1% of the FTE of the bargaining unit be granted leave at any one time.

Process:

1. Requests for a leave of absence will be emailed to the Director, Human Resources or designate.
2. Requests for a leave of absence will be approved by the Director Human Resources or designate on a first come first served basis.
3. Requests for a Service leave of absence will only be accepted up to one year prior to the first day of the leave.

This letter of understanding will be reviewed prior to June 30, 2010 and may be renewed or modified with the approval of both parties.

Signed this 9<sup>th</sup> day of July, 2008.

\_\_\_\_\_  
Linda Naess - For the PGDTA Local

\_\_\_\_\_  
Dan Haley - For the School District 57

\_\_\_\_\_  
Elizabeth Eakin - For the PGDTA Local

\_\_\_\_\_  
Carolyn Rowland - For the School District 57

## LETTER OF AGREEMENT

Between

School District No. 57 (Prince George)

(the "Employer")

And

The Prince George District Teachers' Association (PGDTA)

(the "Union")

Herein referred to as the "Parties"

### **Re: Supplementary Allowance Grievance**

The parties wish to fully resolve the Supplementary Allowance Grievance by entering into this agreement on a with prejudice basis.

Therefore the Parties agree as follows:

1. As of July 1, 2008 the following will apply:
  - a. the mileage distances will change to more accurately reflect the actual travel distances from the newly located board office.
  - b. the newly negotiated mileage rates in the 2006-2011 Collective Agreement (Article B.10.1) will be applied to the Access column of the Supplementary Allowance formula contained in Article B.27.
  - c. the general wage increase (GWI) percentages as set out in the 2006-2011 Collective Agreement will be applied in each year to the Location column.
2. In each successive year, until the expiry of the 2006-2011 Collective Agreement, the yearly GWI and new mileage rates will apply to the Supplementary Allowance formula.
3. The attached Supplementary Allowance calculation tables have been confirmed and agreed to and form part of this agreement.
4. At the expiry of the 2006-2011 Collective Agreement, the parties have agreed to remove the Supplementary Allowance formula of Article B.27 and to replace it with the set amounts as calculated for July 1, 2010. These will form the base amounts to which future GWI percentages will be applied as negotiated.
5. The parties have agreed that there will be no retroactivity of supplementary allowances for the two prior school years 2006-2007 and 2007-2008.

6. Should any closed schools previously included in Article 32.2.1 of 2001-2004 Collective Agreement re-open, they will be included in this agreement and the new supplementary allowance amount calculated at that time.

Signed: "Dan Haley"  
Date: February 3, 2009

Dan Haley, Director Human Resources  
School District No. 57 (Prince George)

Signed: "Linda Naess"  
Date: February 3, 2009

Linda Naess, President  
Prince George District Teachers' Association

Signed: "Jacquie Griffiths"  
Date: February 12, 2009

British Columbia Public School  
Employers' Association

Signed: "Jim Iker"  
Date: February 20, 2009

British Columbia Teachers' Federation

## SUPPLEMENTARY ALLOWANCE (AS PER ARTICLE B.27)

At July 1, 2008 - Per Km. rate = .49 and 2.5% Lift to Location Allowance

<u>Schools</u>	<u>Km</u>	<u>Location Allowance</u>	<u>Access Allowance</u>	<u>Supplementary Allowance</u>
Dunster	246.3	920	2414	3334
Giscome	46.5	648	456	1104
Hixon	61.4	648	602	1250
Mackenzie Elem/Sec	190	162	1862	2024
McBride Elem/Sec	214.2	162	2099	2261
Morfee	190	162	1862	2024
Nukko Lake	38.4	648	376	1024
Salmon Valley	31.5	648	309	957
Valemount Elem/Sec	301.5	162	2955	3117

NOTE: The number of kms used in calculations is based on distance to current board office location. [Km represent distance from board office to each listed school]

FORMULA: km between the school and district administration office x 2 (round trip) x 10 (one trip per month of teaching) x current per km rate  
[Formula applicable to Access Allowance only]

[SUPPLEMENTARY ALLOWANCE: is the sum of the Local Allowance and the Access Allowance]

## SUPPLEMENTARY ALLOWANCE (AS PER ARTICLE B.27)

At July 1, 2009 - Per Km. rate = .50 and 2.5% Lift to Location Allowance

<u>Schools</u>	<u>Km</u>	<u>Location Allowance</u>	<u>Access Allowance</u>	<u>Supplementary Allowance</u>
Dunster	246.3	943	2463	3406
Giscome	46.5	664	465	1129
Hixon	61.4	664	614	1278
Mackenzie Elem/Sec	190	166	1900	2066
McBride Elem/Sec	214.2	166	2142	2308
Morfee	190	166	1900	2066
Nukko Lake	38.4	664	384	1048
Salmon Valley	31.5	664	315	979
Valemount Elem/Sec	301.5	166	3015	3181

NOTE: kms in calculation have been updated to reflect the current board office location. [Km represent distance from board office to each listed school]

FORMULA: km between the school and district administration office x 2 (round trip) x 10 (one trip per month of teaching) x current per km rate  
[Formula applicable to Access Allowance only.]

[SUPPLEMENTARY ALLOWANCE: is the sum of the Local Allowance and the Access Allowance]

## SUPPLEMENTARY ALLOWANCE (AS PER ARTICLE B.27)

At July 1, 2010 - Per Km. rate = .50 and 2% lift to Location Allowance

<u>Schools</u>	<u>Km</u>	<u>Location Allowance</u>	<u>Access Allowance</u>	<u>Supplementary Allowance</u>
Dunster	246.3	962	2463	3425
Giscome	46.5	678	465	1143
Hixon	61.4	678	614	1292
Mackenzie Elem/Sec	190	169	1900	2069
McBride Elem/Sec	214.2	169	2142	2311
Morfee	190	169	1900	2069
Nukko Lake	38.4	678	384	1062
Salmon Valley	31.5	678	315	993
Valemount Elem/Sec	301.5	169	3015	3184

NOTE: kms in calculation have been updated to reflect the current board office location. [Km represent distance from board office to each listed school]

FORMULA: km between the school and district administration office x 2 (round trip) x 10 (one trip per month of teaching) x current per km rate  
[Formula applicable to Access Allowance only.]

[SUPPLEMENTARY ALLOWANCE: is the sum of the Local Allowance and the Access Allowance]

## Appendix A: Standard School Calendar

Designation	2006/07	2007/08	2008/09	2009/10	2010/11
Days in Session	194	194	194	191	192
Min # of days of instruction	187	187	187	184	185
Max # of non-instructional days	6	6	6	6	6
Schools open	September 5	September 4	September 2	September 8	September 7
Thanksgiving day	October 9	October 8	October 13	October 12	October 11
Remembrance Day	November 13	November 12	November 11	November 11	November 11
Schools Close for Winter Vacation	Friday December 22	Friday December 21	Friday December 19	Friday December 18	Friday December 17
Winter Vacation	December 25 – January 5	December 24 – January 4	December 22 – January 2	December 21 – January 1	December 20 – January 3
Schools Reopen after Winter Vacation	Monday January 8	Monday January 7	Monday January 5	Monday January 4	Tuesday January 4
Schools close for Spring Vacation	Friday March 16	Friday March 14	Friday March 13	Friday March 5	Friday March 18
Spring Vacation	March 19-23	March 17-21	March 16-20	March 8-12	March 21-25
Schools Reopen after Spring Vacation	Monday March 26	Wednesday March 26	Monday March 23	Monday March 15	Monday March 28
Good Friday	April 6	March 21	April 10	April 2	April 22
Easter Monday	April 9	March 24	April 13	April 5	April 25
Victoria Day	May 21	May 19	May 18	May 24	May 23
Administrative Day	Friday June 29	Friday June 27	Friday June 26	Wednesday June 30	Thursday June 30
Schools Close	Friday June 29	Friday June 27	Friday June 26	Wednesday June 30	Thursday June 30

## INDEX

2008 SALARY HARMONIZATION .....	114
ACCESS TO INFORMATION .....	19
ACCESS TO WORKSITE .....	18
ADOPTION LEAVE.....	84
ALTERNATE SCHOOL CALENDAR.....	57
APPENDIX A: STANDARD SCHOOL CALENDAR.....	128
APPROVED LIST OF ARBITRATORS FOR: .....	104
ARTICLE B.12 CATEGORY 5+ TRANSITIONAL PROVISIONS.....	117
ARTICLE C.2 – PORTING OF SENIORITY & ARTICLE G.1 PORTABILITY OF SICK LEAVE – SIMULTANEOUSLY HOLDING PART-TIME APPOINTMENTS IN TWO DIFFERENT DISTRICTS .....	120
ARTICLE C.2. – PORTING OF SENIORITY – SEPARATE SENIORITY LISTS.....	118
ASSIGNMENT - IN SCHOOL.....	71
AVAILABILITY OF TEACHERS ON CALL .....	60
BEGINNING TEACHERS .....	63
BENEFITS .....	35
BENEFITS REVIEW COMMITTEE .....	113
BOARD POLICY .....	74
BULLETIN BOARDS.....	19
CANADA SAVINGS BONDS DEDUCTIONS .....	46
CATEGORY 5+.....	37
CENTRAL INTERIOR DISTANCE EDUCATION SCHOOL.....	63
COMMITTEE MEMBERSHIP.....	11
COMPASSIONATE CARE LEAVE.....	80
COPY OF AGREEMENT .....	20
CURRICULUM IMPLEMENTATION .....	77
DESIGNATED FIRST AID PERSON.....	44
DESIGNATION OF PROVINCIAL AND LOCAL MATTERS .....	88
DISCIPLINE AND DISMISSAL.....	53
DISCRETIONARY LEAVE .....	85
EARLY INCENTIVE PAYMENT .....	107
EDUCATIONAL BONUS FOR COURSES .....	77
EDUCATIONAL LEAVE .....	85
EI REBATE .....	30
EMPLOYMENT EQUITY – ABORIGINAL EMPLOYEES .....	109
EVALUATION OF TEACHING .....	71
EXCLUSIONS FROM THE BARGAINING UNIT .....	20
EXTENDED SICK LEAVE.....	82
EXTRA-CURRICULAR ACTIVITIES .....	60
FALSELY ACCUSED EMPLOYEE ASSISTANCE .....	73
FISCAL DIVIDEND .....	116
FOREWORD .....	8
FORMALIZATION OF MIDDLE SCHOOL PROVISIONS.....	87
GENERAL LEAVE .....	85
GRIEVANCE PROCEDURE .....	12



HARASSMENT/SEXUAL HARASSMENT.....	65
HEALTH AND SAFETY .....	61
HEALTH AND SAFETY COMMITTEE .....	61
HOME EDUCATION .....	63
INCREMENTS .....	42
INSTRUCTIONAL TIME.....	62
INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION .....	57, 63
JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS .....	85
LAYOFF, RECALL AND SEVERANCE .....	50
LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS .....	15
LEGISLATIVE CHANGE .....	16
LIMITED DURATION ASSIGNMENTS .....	55
LOCAL AND BCTF DUES DEDUCTION.....	11
LOCAL ASSOCIATION SCHOOL STAFF REPRESENTATIVES.....	18
MANAGEMENT RIGHTS.....	16
MATERNITY LEAVE.....	82
MEMBERSHIP REQUIREMENT .....	10
MIDDLE SCHOOLS.....	59
NO DISCRIMINATION.....	71
NON INSTRUCTIONAL DAYS.....	77
NON-SEXIST ENVIRONMENT .....	65
ONE TIME PAYMENT TO TEACHER INFLATION ADJUSTMENT ACCOUNT .....	108
OPTIONAL TWELVE-MONTH PAY PLAN.....	32
PARENTAL LEAVE .....	84
PARENTHOOD LEAVE .....	84
PART-TIME TEACHERS .....	42
PATERNITY LEAVE .....	84
PAY PERIODS.....	33
PERSONNEL FILES.....	71
PICKET LINE PROTECTION.....	19
PLACEMENT ON SCALE .....	38
PORTABILITY OF SICK LEAVE .....	80
POSITIONS OF SPECIAL RESPONSIBILITY.....	43
POSTING AND FILLING VACANT POSITIONS .....	70
PREAMBLE AND OBJECTS.....	8
PREPARATION TIME.....	58
PRESIDENT'S AND VICE-PRESIDENT'S RELEASE .....	17
PROFESSIONAL AUTONOMY.....	79
PROFESSIONAL DEVELOPMENT .....	76
PROFESSIONAL DEVELOPMENT FUND.....	76
PROVINCIAL ARTICLES HOUSEKEEPING COMMITTEE.....	110
RECOGNITION OF SERVICE LEAVE .....	122
RECOGNITION OF THE UNION .....	10
REGISTERED RETIREMENT SAVINGS PLAN.....	30
REGULAR WORK YEAR FOR TEACHERS .....	59
REHABILITATION COMMITTEE .....	112
REIMBURSEMENT FOR MILEAGE AND INSURANCE .....	35
REIMBURSEMENT FOR PERSONAL PROPERTY LOSS .....	31
RELEASE TIME.....	17

RESIGNATION .....	47
SALARY.....	23
SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION .....	29
SALARY INDEMNITY PLAN ALLOWANCE.....	31
SCHOOL ACT APPEALS .....	73
SCHOOL-BASED DECISION MAKING.....	21
SECTION 27.4 EDUCATION SERVICES COLLECTIVE AGREEMENT ACT .....	106
SECTION 4 OF BILL 27.....	105
SELF-FUNDED LEAVE PLAN .....	86
SENIORITY .....	47
SICK LEAVE.....	81
SUPERVISION TIME .....	60
SUPPLEMENTARY ALLOWANCE .....	45
SUPPLEMENTARY SERVICE.....	43
TABLE OF CONTENTS .....	2
TEACHER IN CHARGE.....	44
TEACHER ON CALL PAY AND BENEFITS.....	28
TEACHER SUPPLY AND DEMAND INITIATIVES.....	115
TEACHERS' ASSISTANTS.....	20
TERM, CONTINUATION AND RENEGOTIATION .....	9
TERMINATION FOR INCOMPETENCE .....	54
TRANSFERS.....	69
TWELVE MONTH ASSIGNMENT.....	64
UNION SECURITY .....	16
UPDATING THE PROVINCIAL COLLECTIVE AGREEMENT MID-CONTRACT MODIFICATION PROCESS.....	111
USE OF SCHOOL FACILITIES.....	18