

2006-2011

LOCAL and PROVINCIAL WORKING AGREEMENT

-Between-

British Columbia Public School Employers' Association /

The Board of School Trustees of School District No. 58

(Nicola-Similkameen)

-and-

British Columbia Teachers' Federation /

Nicola Valley and Princeton Teachers' Union

Effective July 1, 2006 – June 30, 2011

AS IT APPLIES IN S.D. No. 58 (NICOLA-SIMILKAMEEN)

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.

DEFINITIONS

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so required.

SIGNATURES

Signed at _____, British Columbia, this _____ day of _____, 2010

Gordon Comeau
School District No. 58 (Nicola-Similkameen)

Robert Tarswell
Nicola Valley and Princeton Teachers'
Union

Bruce Tisdale
School District No. 58 (Nicola-Similkameen)

Laughlin Eddy
Nicola Valley and Princeton Teachers'
Union

Laura Buchanan
British Columbia Public School Employers'
Association

Irene Lanzinger
British Columbia Teachers' Federation

TABLE OF CONTENTS

DEFINITIONS	2
SIGNATURES.....	2
SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP	7
ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION	7
ARTICLE A.2 RECOGNITION OF THE UNION	8
ARTICLE A.3 MEMBERSHIP REQUIREMENT	8
ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION	9
ARTICLE A.5 COMMITTEE MEMBERSHIP	9
ARTICLE A.6 GRIEVANCE PROCEDURE.....	10
ARTICLE A.7 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS	13
ARTICLE A.8 LEGISLATIVE CHANGE	14
ARTICLE A.20 DESCRIPTION OF THE BARGAINING UNIT	14
ARTICLE A.21 RELEASE TIME FOR THE PRESIDENT	14
ARTICLE A.22 LONG TERM LEAVE FOR UNION BUSINESS	15
ARTICLE A.23 SHORT TERM LEAVE FOR UNION BUSINESS	15
ARTICLE A.24 LEAVE FOR CONTRACT NEGOTIATION	15
ARTICLE A.25 NO CONTRACTING OUT	16
ARTICLE A.26 TEACHERS' ASSISTANTS.....	16
ARTICLE A.27 COPY OF AGREEMENT	16
ARTICLE A.28 STAFF ORIENTATION.....	16
ARTICLE A.29 BULLETIN BOARDS.....	17
ARTICLE A.30 INTERNAL MAIL	17
ARTICLE A.31 ACCESS TO WORKSITE.....	17
ARTICLE A.32 ACCESS TO INFORMATION	17
ARTICLE A.33 MANAGEMENT RECOGNITION.....	18
ARTICLE A.34 LOCAL UNION SCHOOL STAFF REPRESENTATIVES	18
ARTICLE A.35 LABOUR DISPUTES.....	18
SECTION B SALARY AND ECONOMIC BENEFITS	19
ARTICLE B.1 SALARY.....	19
ARTICLE B.2 TEACHER ON CALL PAY AND BENEFITS	23
ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION.....	24
ARTICLE B.4 EI REBATE	24
ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN	24
ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE.....	25
ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS	26
ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN	27
ARTICLE B.9 PAY PERIODS	28
ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE.....	28
ARTICLE B.11 BENEFITS.....	28
ARTICLE B.12 CATEGORY 5+.....	30
ARTICLE B.20 PLACEMENT ON SCHEDULE	31
ARTICLE B.21 PART-TIME TEACHERS' PAY AND BENEFITS	32
ARTICLE B.22 ALLOWANCES	32
ARTICLE B.23 PART MONTH PAYMENTS AND DEDUCTIONS	33
ARTICLE B.25 CANADA SAVINGS BOND PAYROLL DEDUCTIONS	34
ARTICLE B.26 BOARD REMITTANCES OF COLLEGE FEES	34
ARTICLE B.27 FIRST AID.....	34

SECTION C	EMPLOYMENT RIGHTS	35
ARTICLE C.1	RESIGNATION.....	35
ARTICLE C.2	SENIORITY	35
ARTICLE C.20	LAYOFF, RECALL, AND SEVERANCE.....	38
ARTICLE C.21	EMPLOYMENT ON CONTINUING CONTRACT.....	40
ARTICLE C.22	PART-TIME TEACHERS' EMPLOYMENT RIGHTS.....	41
ARTICLE C.23	TEMPORARY APPOINTMENTS.....	41
ARTICLE C.24	EVALUATION AND DISMISSAL PROCEDURES BASED ON PERFORMANCE	42
ARTICLE C.25	DISCIPLINE, SUSPENSION/DISMISSAL FOR MISCONDUCT.....	44
ARTICLE C.26	RETRAINING	45
ARTICLE C.27	TEACHER ON CALL HIRING PRACTICES.....	45
ARTICLE C.28	TEACHER ON CALL PROVISIONS.....	46
SECTION D	WORKING CONDITIONS	47
ARTICLE D.1	INTENTIONALLY LEFT BLANK: REMOVED BY LEGISLATION.....	47
ARTICLE D.3	ALTERNATE SCHOOL CALENDAR.....	47
ARTICLE D.4	PREPARATION TIME	48
ARTICLE D.5	MIDDLE SCHOOLS.....	48
ARTICLE D.20	REGULAR WORK YEAR FOR TEACHERS.....	49
ARTICLE D.21	INSTRUCTIONAL DAY	50
ARTICLE D.22	SUPERVISION DUTIES	50
ARTICLE D.23	NOON TIME SUPERVISORS.....	50
ARTICLE D.24	EXTRA-CURRICULAR ACTIVITIES	51
ARTICLE D.25	AVAILABILITY OF TEACHERS ON CALL.....	51
ARTICLE D.26	TEACHER ON CALL INSTRUCTIONAL DUTIES	51
ARTICLE D.27	STAFF MEETINGS	51
ARTICLE D.28	STAFF COMMITTEE.....	52
ARTICLE D.29	TECHNOLOGICAL CHANGE	52
ARTICLE D.30	OCCUPATIONAL HEALTH AND SAFETY COMMITTEE	52
ARTICLE D.31	NEW SCHOOL PLANNING	53
ARTICLE D.32	SPACE AND FACILITIES	53
ARTICLE D.33	BUDGET PROCESS	53
ARTICLE D.34	BEGINNING TEACHERS.....	53
ARTICLE D.35	ADMINISTRATION OF MEDICATION.....	54
ARTICLE D.36	FUNDRAISING	54
SECTION E	PERSONNEL PRACTICES	55
ARTICLE E.1	NON-SEXIST ENVIRONMENT.....	55
ARTICLE E.2	HARASSMENT/SEXUAL HARASSMENT.....	55
ARTICLE E.20	POSTING OF POSITIONS	59
ARTICLE E.21	FILLING OF VACANCIES	59
ARTICLE E.22	REASSIGNMENT.....	60
ARTICLE E.23	IN-DISTRICT TEACHER EXCHANGES.....	61
ARTICLE E.24	SCHOOL ACT APPEALS	62
ARTICLE E.25	PERSONNEL FILES.....	62
ARTICLE E.26	DISCRIMINATION	63
ARTICLE E.27	RACE RELATIONS.....	63
ARTICLE E.28	FALSELY ACCUSED EMPLOYEE ASSISTANCE	64
SECTION F	PROFESSIONAL RIGHTS	65
ARTICLE F.20	JOINT PROFESSIONAL DEVELOPMENT	65
ARTICLE F.21	NON-INSTRUCTIONAL DAYS	66
ARTICLE F.22	CURRICULUM IMPLEMENTATION.....	66
ARTICLE F.23	PROFESSIONAL AUTONOMY	67

SECTION G LEAVES OF ABSENCE	68
ARTICLE G.1 PORTABILITY OF SICK LEAVE	68
ARTICLE G.2 COMPASSIONATE CARE LEAVE.....	68
ARTICLE G.20 DEFERRED SALARY LEAVE PLAN.....	69
ARTICLE G.21 SICK LEAVE	70
ARTICLE G.22 PATERNITY/ADOPTION LEAVE	70
ARTICLE G.23 EXTENDED ADOPTION LEAVE	71
ARTICLE G.24 MATERNITY LEAVE	71
ARTICLE G.25 SUPPLEMENTAL UNEMPLOYMENT BENEFITS PLAN	72
ARTICLE G.26 PARENTHOOD LEAVE	72
ARTICLE G.27 JURY DUTY AND SUBPOENA	72
ARTICLE G.28 DISCRETIONARY LEAVE	72
ARTICLE G.29 WORKER'S COMPENSATION BOARD LEAVE	73
ARTICLE G.30 BEREAVEMENT LEAVE.....	73
ARTICLE G.31 LEAVE FOR ELECTED OFFICE	73
ARTICLE G.32 EMERGENCY LEAVE FOR FAMILY ILLNESS	74
ARTICLE G.33 EDUCATION LEAVE - SHORT TERM	74
ARTICLE G.34 EDUCATION LEAVE - LONG TERM	74
ARTICLE G.35 GENERAL LEAVE - LONG TERM	75
PROVINCIAL LETTERS OF UNDERSTANDING/INTENT.....	76
LETTER OF INTENT No. 1	76
Re: Formalization of Middle School Provisions	76
LETTER OF UNDERSTANDING NO. 1	77
Re: Designation of Provincial and Local Matters	77
Appendix 1 – Provincial Matters.....	78
Appendix 2 – Local Matters.....	87
LETTER OF UNDERSTANDING NO. 2	92
Re: Approved list of arbitrators for:	92
LETTER OF UNDERSTANDING No. 3.a.....	93
Re: Section 4 of Bill 27 Education Services Collective Agreement Act.....	93
Appendix “A” to	101
LETTER OF UNDERSTANDING No. 3.b	103
Re: Section 27.4 Education Services Collective Agreement Act	103
LETTER OF UNDERSTANDING No. 4	104
Re: Early Incentive Payment.....	104
LETTER OF UNDERSTANDING No. 5	105
Re: One Time Payment to Teacher Inflation Adjustment Account.....	105
LETTER OF UNDERSTANDING No. 6	106
Re: Employment Equity – Aboriginal Employees	106
LETTER OF UNDERSTANDING No. 7	107
Re: Provincial Articles Housekeeping Committee.....	107
LETTER OF UNDERSTANDING No. 8	108
Re: Updating the Provincial Collective Agreement Mid-Contract Modification Process	108

LETTER OF UNDERSTANDING No. 9	109
Re: Rehabilitation Committee	109
LETTER OF UNDERSTANDING No. 10.....	110
Re: Benefits Review Committee	110
LETTER OF UNDERSTANDING No. 11.....	111
Re: 2008 Salary Harmonization	111
LETTER OF UNDERSTANDING No. 12.....	112
Re: Teacher Supply and Demand Initiatives	112
LETTER OF UNDERSTANDING No. 13.....	113
Re: Fiscal Dividend.....	113
LETTER OF UNDERSTANDING No. 14.....	114
Re: Article B.12 Category 5+ Transitional Provisions.....	114
LETTER OF UNDERSTANDING No. 15.....	115
Re: Article C.2. – Porting of Seniority – Separate Seniority Lists	115
LETTER OF UNDERSTANDING No. 16.....	117
Re: Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave – Simultaneously Holding Part- Time Appointments in Two Different Districts	117
LETTERS OF UNDERSTANDING REGARDING AMALGAMATION	119
Memorandum Of Settlement.....	119
RE: Grievance Concerning Recognition of Local Union, Dues Deduction and Membership.....	119
LOCAL LETTERS OF UNDERSTANDING/INTENT	124
Letter of Understanding No. 5 (May 7, 1993):	124
Intentionally Left Blank: Removed by Legislation	124
Letter of Understanding No. 6 (May 7, 1993):	125
Intentionally Left Blank: Removed by Legislation	125
Letter of Understanding No. 7 (September 14, 2000):.....	126
Re: Speech/Language Pathologists	126
SCHEDULE “A” DEFERRED SALARY LEAVE PLAN.....	128
INDEX	135

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.

- A.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.
- A.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.
- A.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.
- A.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.
- A.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

- A.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.
- A.2.2 Pursuant to *PELRA*, the Board of School Trustees for School District No. 58 (Nicola-Similkameen) recognizes the Nicola Valley and Princeton Teachers' Union as the teachers' union for the negotiation in School District No. 58 (Nicola-Similkameen) of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in School District No. 58 (Nicola-Similkameen) subject to *PELRA* and the Provincial Matters Agreement.
- A.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*.

Local Provisions:

- A.2.4 Certified teachers on call are entitled only to those benefits as specifically outlined within this Agreement as being applicable for certified teachers on call.

ARTICLE A.3

MEMBERSHIP REQUIREMENT

- A.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 Nicola Valley and Princeton Teachers' Union, subject to Article A.3.2.
- A.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

- A.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.
- A.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.
- A.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.
- A.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.
- A.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.

Local Provisions:

- A.4.6 Existing employees who have not joined the Union will be required to pay dues in accordance with Article A.4.1.

ARTICLE A.5

COMMITTEE MEMBERSHIP

- A.5.1 Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
- A.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.
- A.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.

- A.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

A.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

A.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.

A.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.

A.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.

A.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.

A.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.

A.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.

A.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.

A.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

- A.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.
- A.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.
- A.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.
- A.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

- A.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.
- A.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.
- A.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).
- A.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 DESCRIPTION OF THE BARGAINING UNIT

- A.20.1 Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties or until the Labour Relations Board or its successor has determined that position to be excluded.
- A.20.2 For all positions which the Union claims to be within the bargaining unit and the Board claims to be excluded, the Board agrees to provide the Union with a written description of the job content.
- A.20.3 Where the parties are unable to agree whether a newly created position is included, then the Labour Relations Board or its successor will make that determination.

ARTICLE A.21 RELEASE TIME FOR THE PRESIDENT

- A.21.1 The release time for the Union President shall not exceed 100%:
- A.21.2 The election for President will be held and the Board notified of the results, prior to the March 31st preceding the commencement of the term of office.
- A.21.3 The Board will continue to pay the President's salary and, to provide benefits as specified in the Agreement. The Union will reimburse the Board for their share of such salary and benefits costs upon receipt of a monthly statement.

- A.21.4 The President shall be entitled to all rights and subject to all conditions of the Agreement, except for Article D.4 Preparation Time, as if he/she were not on leave. Article D.4, Preparation Time, shall be pro-rated in accordance with the release time taken under Article A.21.1.
- A.21.5 For the purposes of pension, experience, sick leave and seniority, the President shall be deemed to be in the full employ of the Board. The President shall inform the Board of the number of days or partial days, if any, that he/she was absent from duties due to illness, or medical leave. Such days or part days shall be deducted from the President's accumulated sick leave credits.
- A.21.6 The Board shall assign the teacher returning to teaching duties from a term as President to a position comparable to that which he/she held prior to taking the leave, subject to Article C.2 Seniority and Article C.20 Layoff, Recall and Severance.
- A.21.7 In the event the President is unable to fulfill the presidential duties, the School Board shall permit another Union member to assume the duties of the President. Provisions of Article A.21.1, A.21.3, A.21.4, A.21.5 and A.21.6 shall apply.

ARTICLE A.22 LONG TERM LEAVE FOR UNION BUSINESS

Subject to operational requirements, and with notice being received prior to May 31st, approval shall be granted for a full-time leave of absence without pay and without loss of seniority to a member of the Union for a period not to exceed the duration of the appointed duties. The Board shall endeavour to assign the teacher returning from leave to a position comparable to that which he/she held prior to taking the leave.

ARTICLE A.23 SHORT TERM LEAVE FOR UNION BUSINESS

- A.23.1 Upon written request from the Union, and subject to operational requirements, leave of absence with pay and without loss of seniority shall be granted to a total of forty (40) days per school year for all Union leave granted under this article. The maximum may be extended by mutual agreement of the Board and the Union. Such leave will not be used for purposes of collective bargaining with the Board.
- A.23.2 The cost of providing teachers on call shall be paid by the Union.

ARTICLE A.24 LEAVE FOR CONTRACT NEGOTIATION

- A.24.1 Leave of absence for the Bargaining Chairperson shall be granted to a total of fifteen (15) days for purposes related to collective bargaining with the Board. Such leave will be with pay and without loss of seniority and may be extended by mutual agreement. Teacher on call costs will be borne by the Union.
- A.24.2 Subject to operational requirements, release time with pay shall be provided to a member of the Union executive, up to six (6) members of the Bargaining Committee to conduct contract negotiations. The Union will request leaves at least three (3) days in advance. Teacher on call costs will be borne by the Union.

ARTICLE A.25 NO CONTRACTING OUT

- A.25.1 The Board shall not contract out to external agencies for the performance of regular teacher duties as defined in the School Act and Regulations, which would normally and regularly be performed by members of the bargaining unit. The following exceptions shall apply:
- a. services that, in School District No. 58 (Nicola-Similkameen), have been historically contracted out or performed by other parties;
 - b. duties performed by administrative officers in accordance with Regulation 5(6) of the School Act Regulations;
 - c. where there is no trained teacher capable of the work readily available, the Board may, with Union approval, contract out. Such Union approval shall not be unreasonably withheld;
 - d. with the approval of the Union.
- A.25.2 This clause does not limit the Board's ability to employ persons other than teachers to assist teachers in carrying out their duties.
- A.25.3 This does not restrict either party from changing their position at the expiration of this Agreement.

ARTICLE A.26 TEACHERS' ASSISTANTS

- A.26.1 For the purpose of this article, "teachers' assistants" shall include teachers' aides, special education assistants and child care workers in the employ of the Board.
- A.26.2 All teachers' assistants hired to assist teachers in providing services to children, shall be under the direction of the teacher(s) being supported and under the supervision of the corresponding administrative officer(s).
- A.26.3 When a teacher's assistant is absent, the AO will determine, in consultation with the teacher, if the assistant should be replaced.
- A.26.4 Teachers' assistants shall not be used in calculating the pupil/teacher ratio.

ARTICLE A.27 COPY OF AGREEMENT

The Board shall provide every employee with a copy of this Agreement within thirty (30) days of the signing of the contract. The costs shall be shared equally by the Board and the Union.

ARTICLE A.28 STAFF ORIENTATION

- A.28.1 All newly appointed teachers shall receive, prior to commencing duties if possible, or within the first thirty (30) days of commencing duties, an orientation jointly sponsored by the Board and the Union.

A.28.2 The orientation shall acquaint employees with the basic operation of the School District and the School as well as the rights and responsibilities of the Collective Agreement.

A.28.3 The orientation shall not interfere with teacher duties as outlined in this Agreement.

ARTICLE A.29 BULLETIN BOARDS

The Union shall have the right to post notices of activities and matters of Union concern on bulletin boards. These bulletin boards shall be provided in each staff room in each school building, and a reasonable portion shall be for the exclusive use of the Union.

ARTICLE A.30 INTERNAL MAIL

Where no operational difficulties are created, the Union shall have access to the District internal mail service and employee mail boxes for communication to bargaining unit members.

ARTICLE A.31 ACCESS TO WORKSITE

Representatives of the Union, authorized by the Local Union, shall have the right to transact Union business on school property and utilize district facilities for Union business at no cost to the Union provided that such activities do not interfere with scheduled activities or teacher duties as outlined in this Agreement. The representative of the Union authorized by the Local Union shall inform the school office when they arrive at the facility.

ARTICLE A.32 ACCESS TO INFORMATION

A.32.1 The Board agrees to furnish to the Union, without charge, the following:

- a. financial information including annual audited financial statement and School District preliminary and final budget, as approved by the Board and submitted to the Ministry;
- b. copy of Form 2003 or equivalent;
- c. professional employees information including a list of employees, showing their names, addresses, phone numbers (unless unlisted), unless specifically requested in writing not to by the employee;
- d. copies of letters, if issued, on job postings, out of school transfers, hirings, resignations, retirements, suspensions, terminations, and Board approved leaves of absence for more than 20 days;
- e. agenda and minutes of public Board meetings and attachments as released to the media;
- f. notification of less-than-satisfactory teacher evaluation reports unless requested not to in writing by the employee involved.

ARTICLE A.33

MANAGEMENT RECOGNITION

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

ARTICLE A.34

LOCAL UNION SCHOOL STAFF REPRESENTATIVES

- A.34.1 The Board recognizes one Local Union staff representative at each School, elected in accordance with Union procedures, and the Board shall be advised in writing as to the name of the representative.
- A.34.2 After receiving permission from the administrative officer, staff representatives may use a facility to conduct Union meetings before school, during noon hour, and after school. This shall not interfere with teacher duties as outlined in this Agreement.
- A.34.3 Where meetings between an administrative officer and a teacher concern disciplinary matters, then the teacher shall have the right to refuse to have the Local Union staff representative or another Local Union representative in attendance, and the administrative officer shall have the right to have another local administrative representative in attendance.
- A.34.4 It shall be the responsibility of the administrative officer to inform the teacher prior to a meeting that it concerns discipline.

ARTICLE A.35

LABOUR DISPUTES

- A.35.1 The Union and its members agree that there will be no cessation of teacher duties as outlined in this Agreement; nor shall the Board lock out, during the term of this Agreement.
- A.35.2 Employees covered by this Agreement may honour a legal picket line established by a trade union.
- A.35.3 Where an employee fails to report for duty for any reason, except for real and verifiable illness, at a time when a picket line is at his/her place of employment, then such employees shall not be entitled to any compensation for the duration of such absence and neither shall the employer discipline that employee by reason of that failure to report for duty.
- A.35.4 In the event of a labour dispute with another trade union representing School Board employees, teachers agree to perform work or carry out duties they normally perform but will not be required to perform additional duties.

SECTION B SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 SALARY

B.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
- b. Effective July 1, 2007: 2.5% increase
- c. Effective July 1, 2008: 2.5% increase
- i. Effective July 1, 2008, the salary grid maximum salaries at categories 4, 5, 5+ and 6 will be amended in accordance with Letter of Understanding No. 11 – 2008 Salary Harmonization.
- d. Effective July 1, 2009: 2.5% increase
- e. Effective July 1, 2010: 2.0% increase

B.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

B.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

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

Local Provisions:

B.1.5 Salary Schedule

Effective July 1, 2006

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 37,429	\$ 41,196	-	\$ 45,163
1	\$ 39,271	\$ 43,421	-	\$ 47,555
2	\$ 41,113	\$ 45,646	\$ 48,829	\$ 49,947
3	\$ 42,969	\$ 47,877	\$ 51,224	\$ 52,400
4	\$ 44,825	\$ 50,107	\$ 53,619	\$ 54,854
5	\$ 46,681	\$ 52,337	\$ 56,015	\$ 57,307
6	\$ 48,537	\$ 54,567	\$ 58,410	\$ 59,760
7	\$ 50,393	\$ 56,798	\$ 60,805	\$ 62,213
8	\$ 52,249	\$ 59,028	\$ 63,200	\$ 64,666
9	\$ 54,105	\$ 61,258	\$ 65,596	\$ 67,119
10	\$ 55,961	\$ 63,489	\$ 67,991	\$ 69,573
11	\$ 57,817	\$ 65,719	\$ 70,386	\$ 72,026

Effective July 1, 2007

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 38,365	\$ 42,226	\$ _____	\$ 46,292
1	\$ 40,253	\$ 44,507	\$ _____	\$ 48,744
2	\$ 42,141	\$ 46,787	\$ 50,050	\$ 51,196
3	\$ 44,043	\$ 49,074	\$ 52,505	\$ 53,710
4	\$ 45,945	\$ 51,360	\$ 54,960	\$ 56,225
5	\$ 47,848	\$ 53,646	\$ 57,415	\$ 58,739
6	\$ 49,750	\$ 55,932	\$ 59,870	\$ 61,254
7	\$ 51,653	\$ 58,218	\$ 62,325	\$ 63,768
8	\$ 53,555	\$ 60,504	\$ 64,780	\$ 66,283
9	\$ 55,458	\$ 62,790	\$ 67,235	\$ 68,797
10	\$ 57,360	\$ 65,076	\$ 69,691	\$ 71,312
11	\$ 59,263	\$ 67,362	\$ 72,146	\$ 73,826

Effective July 1, 2008

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 39,324	\$ 43,281	\$ —	\$ 47,449
1	\$ 41,259	\$ 45,619	\$ —	\$ 49,962
2	\$ 43,194	\$ 47,957	\$ 51,301	\$ 52,476
3	\$ 45,144	\$ 50,300	\$ 53,817	\$ 55,053
4	\$ 47,094	\$ 52,644	\$ 56,334	\$ 57,631
5	\$ 49,044	\$ 54,987	\$ 58,850	\$ 60,208
6	\$ 50,994	\$ 57,330	\$ 61,367	\$ 62,785
7	\$ 52,944	\$ 59,673	\$ 63,883	\$ 65,363
8	\$ 54,894	\$ 62,016	\$ 66,400	\$ 67,940
9	\$ 56,844	\$ 64,360	\$ 68,916	\$ 70,517
10	\$ 58,794	\$ 66,703	\$ 71,433	\$ 73,095
11	\$ 62,567	\$ 71,117	\$ 76,168	\$ 77,942
Benefit From Letter of Understanding No. 11 – 2008 Salary Harmonization:				
2.5% increase:	\$ 60,744	\$ 69,046	\$ 73,949	\$ 75,672
Harmonization:	\$ 62,567	\$ 71,117	\$ 76,168	\$ 77,942
Harmonization %	3.00%	3.00%	3.00%	3.00%

Effective July 1, 2009

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 40,307	\$ 44,363	\$	\$ 48,635
1	\$ 42,290	\$ 46,760	\$	\$ 51,211
2	\$ 44,274	\$ 49,156	\$ 52,583	\$ 53,788
3	\$ 46,273	\$ 51,558	\$ 55,163	\$ 56,429
4	\$ 48,271	\$ 53,960	\$ 57,742	\$ 59,071
5	\$ 50,270	\$ 56,361	\$ 60,322	\$ 61,713
6	\$ 52,269	\$ 58,763	\$ 62,901	\$ 64,355
7	\$ 54,268	\$ 61,165	\$ 65,480	\$ 66,997
8	\$ 56,266	\$ 63,567	\$ 68,060	\$ 69,638
9	\$ 58,265	\$ 65,969	\$ 70,639	\$ 72,280
10	\$ 60,264	\$ 68,370	\$ 73,219	\$ 74,922
11	\$ 64,131	\$ 72,895	\$ 78,072	\$ 79,891

Effective July 1, 2010

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 41,113	\$ 45,251	\$	\$ 49,608
1	\$ 43,136	\$ 47,695	\$	\$ 52,236
2	\$ 45,159	\$ 50,139	\$ 53,635	\$ 54,863
3	\$ 47,198	\$ 52,589	\$ 56,266	\$ 57,558
4	\$ 49,237	\$ 55,039	\$ 58,897	\$ 60,253
5	\$ 51,276	\$ 57,489	\$ 61,528	\$ 62,947
6	\$ 53,314	\$ 59,938	\$ 64,159	\$ 65,642
7	\$ 55,353	\$ 62,388	\$ 66,790	\$ 68,337
8	\$ 57,392	\$ 64,838	\$ 69,421	\$ 71,031
9	\$ 59,431	\$ 67,288	\$ 72,052	\$ 73,726
10	\$ 61,469	\$ 69,738	\$ 74,683	\$ 76,420
11	\$ 65,414	\$ 74,353	\$ 79,633	\$ 81,489

ARTICLE B.2

TEACHER ON CALL PAY AND BENEFITS

- B.2.1 The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
- B.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.
- B.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.
- B.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.
- B.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.
- B.2.6 Rate of Pay:
- a. Employees who are employed as teachers on call shall be paid the rate specified below for each full day worked for the first three (3) days. Any provision in the Previous Collective Agreement which provides a superior daily rate shall remain part of the Collective Agreement.
 - i. Effective July 1, 2006 \$194.75
 - ii. Effective July 1, 2007 \$199.60
 - iii. Effective July 1, 2008 \$204.60
 - iv. Effective July 1, 2009 \$209.70
 - v. Effective July 1, 2010 \$213.90
 - b. On the fourth consecutive and subsequent consecutive days worked in an assignment or assignments, a teacher on call shall be paid 1/189 of his/her category classification and experience or at Category 4 Step 0, which ever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day worked.

Local Provisions:

- B.2.7 All teacher on call rates include holiday pay.
- B.2.8 In instances where a teacher on call replaces a teacher assigned to a school and is not utilized, the teacher on call shall be paid for 1/2 day's pay.

- B.2.9 For the purpose of "consecutive days" mentioned in Article B.2.6 above, a teacher on call's assignment shall not be considered broken by a non-instructional day.
- B.2.10 Concerns regarding the Board's hiring of teachers on call may be brought to a committee comprised of two (2) representatives from the Board and two (2) representatives of the Union who will review the concerns and make a written recommendation.
- B.2.11 The Board shall, within five (5) working days of the last day of the month, pay to each teacher on call, all wages earned for that month.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

Does not apply in School District No. 58 (Nicola-Similkameen)

ARTICLE B.4 EI REBATE

- B.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.
- B.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

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

- B.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.
- B.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.
- B.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.
- B.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.
- B.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.
- B.5.9 There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
- B.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.
- B.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

- B.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.

B.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.

B.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

B.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.

B.7.2 Personally Owned Professional Material

Article B.7.2 does not apply in School District No. 58 (Nicola-Similkameen). See Article B.7.3 below.

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

Local Provisions:

B.7.3 Teacher's Property Damage

- a. Compensation will be paid to teachers who suffer damage to a teaching aid brought to school for use in teaching duties while it is located on school premises provided that:
 - i. the teacher must provide proof of loss;
 - ii. a homeowner/tenant's insurance policy is carried by the teacher on his/her personal effects and the article being claimed for is not covered by the policy;
 - iii. the loss or damage is not the result of negligence on the part of the teacher claiming the compensation;
 - iv. in the case of loss, a police report must be filed, if requested;
 - v. in the case of damage, a complete report including memo of witnesses must be filed with the Secretary-Treasurer, if requested.
- b. Compensation claims shall be limited to:
 - i. the replacement cost of the article;
 - ii. a maximum payment by the Board on any claim of \$400.00;

- iii. claims of less than \$25.00 will not be considered;
- iv. the replacement cost of materials originally purchased by the teacher and will not include payment of any of the teacher's labour in preparing the material, equipment or teacher aid.

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

- B.8.1 Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
- B.8.2 A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
- B.8.3 An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of her/his intention to participate in the Plan by September 30th. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to clause 5 of this Article.
- B.8.4 An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
- B.8.5 Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
- B.8.6 Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
- B.8.7 An employee's accumulation in the Plan including her/his interest accumulation to March 31st shall be paid in equal installments on July 15 and August 15.
- B.8.8 Notwithstanding clause 7 of this article, interest earned by the Plan for the period September 1, 2006 to August 15, 2008 shall be retained by the employer. Thereafter, interest earned by the Plan in the months of April through August shall be retained by the employer.
- B.8.9 The employer shall inform employees of the Plan at the time of hire.
- B.8.10 Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

ARTICLE B.9 PAY PERIODS

Article B.9.1 through B.9.3 does not apply in School District No. 58 (Nicola-Similkameen). See Article B.9.4 below.

Local Provisions:

B.9.4 Teachers shall be paid in ten (10) monthly instalments, starting on September 30th of each year. A mid-month advance of approximately 45% of the estimated month- end net salary will be paid to each teacher on the 15th of the month.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

B.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

B.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.

B.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 do not apply in School District No. 58 (Nicola-Similkameen)]

***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

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

Local Provisions:

B.11.2 Medical, EHB, and Group Life

- a. The Board of School Trustees agrees to pay 100% of the cost of the Extended Health Benefits Plan for all teachers who are members of the scheme. This plan shall include a Vision Care option limited to \$150.00 per person every two years, and an Audio Care rider with a maximum benefit during a five year period of \$400.00 per dependent. The plan shall provide for 100% reimbursement.

- b. The Board of School Trustees agrees to pay 100% of the cost of the Medical Services Plan of B.C. for each teacher who is a member of the scheme.
- c. The Board of School Trustees agrees to pay 100% of the approved group life insurance plan premiums for those teachers who desire to participate, such participation to be on a voluntary basis. The maximum coverage per individual shall be \$100,000 as set out in the existing plan.

B.11.3 Dental Plan

- a. The Dental Plan shall provide co- insurance coverage as follows:
 - 90% Plan A (Basic Service)
 - 80% Plan B (Crowns, Bridges, Removable Prosthetics)
 - 60% Plan C (Orthodontia) - Plan C shall be limited to a \$2,500 lifetime payment per person.
- b. Premiums shall be shared 75% by the Board of School Trustees and 25% by the teachers.
- c. Every teacher new to the district shall be enrolled in the Dental Plan unless covered by another recognized Dental Plan offered by the district.
- d. All teachers currently enrolled in the Dental Plan shall continue to retain coverage.
- e. All teachers who are not currently enrolled in the Dental Plan shall be eligible for coverage by submitting a written request for enrollment to the Secretary-Treasurer within thirty (30) days of the signing of this Agreement. No teacher may be covered by more than one recognized Dental Plan offered by this District.
- f. No teacher may withdraw from the plan after enrollment.

B.11.4 Payment of Benefits for Teachers on Extended Leave

- a. Teachers may continue their benefit coverage to a maximum of three (3) years, provided they pay 100% of the premium:
 - i. while on a medical leave of absence and in receipt of Salary Indemnity Fund benefits and/or;
 - ii. while on a medical leave of absence and in receipt of benefits from a Salary Continuance Plan and/or;
 - iii. for a period of one (1) year while on a Deferred Salary Leave Plan.

ARTICLE B.12

CATEGORY 5+

B.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.

B.12.2 Criteria for Category 5+

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

B.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.

B.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 [B.12 cont'd]

Note 1:

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

Note 2:

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

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

ARTICLE B.20 PLACEMENT ON SCHEDULE

- B.20.1 Placement of each teacher upon the schedule shall be in accordance with the teacher's qualifications as most recently determined by either the Teacher Qualification Service or the College of Teachers and experience as determined in accordance with this Collective Agreement.
- B.20.2 At the time of appointment, the Board shall inform the teacher of required procedures and documentation for establishing initial placement and shall provide assistance when requested.
- B.20.3 Full credit shall be granted for teacher experience in the public schools of any other province of Canada, and of any other member nation of the Commonwealth, and of the U.S.A., where such schools have standards similar to those in British Columbia.
- B.20.4 Teachers with experience outside of teaching in a field or fields related closely to the main subjects of their courses may, on appointment, be credited with not more than three years of experience. In no case, however, shall their salary exceed the maximum of the certificate classification on which they are paid. The step on the scale will be determined by mutual agreement of a representative of the Board of School Trustees and a representative of the Nicola Valley and Princeton Teachers' Union.
- B.20.5 Short term appointments, excluding teacher on call teaching, may be added together for accumulation of years of experience credit.

- B.20.6 Teachers appointed to part-time positions shall earn credit towards an increment but shall not be paid the increment until the full increment would normally be payable. If, however, a teacher's time is increased to full-time, then experience credit is pro-rated on a full-time equivalency basis.
- B.20.7 Teaching service or appropriate educational administrative service as a member of the staff of the provincial Ministry of Education, shall carry full experience credit.
- B.20.8 Full-time service to the N.V. P.T.U. or B.C.T.F. shall carry full experience credit. Part-time service shall be credited as for part-time teaching.
- B.20.9 A teacher on exchange, a teacher granted leave to teach in another area, a teacher sponsored by the Department of National Defence or other organizations which employ teachers in that capacity, or a teacher on long term educational leave as per Article G.34, Educational Leave - Long Term, shall carry full experience credit.
- B.20.10 One (1) year's full-time employment during a school year constitutes one (1) year's experience.
- B.20.11 Increment dates shall be on the first day of the month following the month in which a year's service is completed.
- B.20.12 A person in Category 4 (Prof. Certificate) who has a B.Ed. Elementary Degree will be paid \$500.00 above Category 4.
- B.20.13 Teachers with the following elementary qualifications teaching in secondary schools in this district will be paid as follows:
- a. Category 2 - Category 4 scale up to the 8th step as a maximum;
 - b. Category 3 - Category 4 scale up to the 9th step as a maximum.
- B.20.14 No teacher in the employ of the Board of School Trustees shall have their basic salary reduced by reason only of the introduction of this salary schedule, but shall stay at such salary until the application of the salary entitles the teacher to an increase.

ARTICLE B.21 PART-TIME TEACHERS' PAY AND BENEFITS

- B.21.1 Part-time teachers shall be paid on their regular scale placement pro-rata to the salary of full-time teachers.
- B.21.2 Part-time teachers shall be eligible to participate in all benefit plans subject to any restrictions placed by the carrier.

ARTICLE B.22 ALLOWANCES

- B.22.1 In addition to the amount determined in accordance with Articles B.1 and B.2, the salary of each teacher appointed by the Board of School Trustees to one of the following posts of special responsibility, shall include an allowance according to the appropriate scale or paragraph hereunder:

- a. For the French Co-ordinator, First Nations Co-ordinator, Technology Co-ordinator and Student Support Services an allowance per annum, as follows:

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
	\$ 2,152.50	\$ 2,206.31	\$ 2,261.47	\$ 2,318.01	\$ 2,364.37

- b. Secondary co-ordinators approved by the Board of School Trustees, shall be paid an allowance over their placement on the salary schedule as determined in accordance with Board Policy. The total amount to be distributed to the co-ordinators at Merritt Secondary School shall be as follows. Each co-ordinator shall have the discretion to use a portion of their allowance to purchase teacher on call time, subject to the approval of the Administrative Officer.

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
	\$ 8,364.00	\$ 8,573.10	\$ 8,787.43	\$ 9,007.11	\$ 9,187.26

- c. The principal designate (teacher-in-charge) appointed to each school shall be paid an annual allowance as follows, and on the second and subsequent successive days of an Administrative Officer's absence from duty, a teacher on call shall be employed to assume the regular duties of the principal designate (teacher-in-charge).

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
	\$ 522.75	\$ 535.82	\$ 549.21	\$ 562.94	\$ 574.20

ARTICLE B.23 PART MONTH PAYMENTS AND DEDUCTIONS

- B.23.1 The daily salary of a teacher shall be calculated by dividing the annual salary of the teacher in effect for that period by two hundred (200).
- B.23.2 For any teacher, except a teacher on call, commencing employment after the first day of the school year, the salary payment at the end of the first teaching month shall be calculated on the basis of the number of days taught at the daily salary of the teacher to a maximum of 1/10 of the annual salary. Thereafter the teacher shall be paid on scale for each full month. B.23.3 For any teachers leaving before the last teaching day in a month, adjustment for days absent in the month shall be on the basis of the daily salary of the teacher.
- B.23.4 The rate of deduction for a day without pay shall be the daily salary of the teacher except as specifically provided for elsewhere in this agreement.

ARTICLE B.24 PAYMENT BEYOND SCHOOL YEAR

- B.24.1 The parties agree that the annual salary in Article B.1 Salary compensates teachers for duties performed as per the school calendar which includes non- instructional days and other duties as per past practice.

Teachers shall not receive extra compensation for attending summer training and/or professional development activities mutually agreed to by the teacher and the Board.

B.24.2 Where the Board requires, and the Superintendent directs, teachers who work outside the school year, shall be reimbursed at a rate of 1/200 of annual salary per full day worked. Nothing in this article shall prevent the Board from offering, or a teacher from accepting, a fixed sum contract for a specific project.

The Board may elect to offer, subject to the agreement of the employee and operational requirements, compensatory time in lieu of monetary reimbursement.

ARTICLE B.25 CANADA SAVINGS BOND PAYROLL DEDUCTIONS

The Board shall offer teachers the opportunity to partake in the Canada Savings Bond payroll deduction plan.

ARTICLE B.26 BOARD REMITTANCES OF COLLEGE FEES

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

ARTICLE B.27 FIRST AID

B.27.1 The Board shall reimburse teachers' course fees subject to the successful completion of First Aid courses provided participation in these courses has been previously approved by the Superintendent. It will be the responsibility of the teacher to apply for reimbursement and provide proof of payment and proof of successful completion of the course.

B.27.2 The Board shall pay an annual allowance, as follows, to those persons holding a valid Industrial First Aid Certificate and designated by the Board to act as a First Aid Attendant.

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
	\$ 358.75	\$ 367.72	\$ 376.91	\$ 386.33	\$ 394.06

SECTION C EMPLOYMENT RIGHTS

ARTICLE C.1 RESIGNATION

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

ARTICLE C.2 SENIORITY

- C.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.
- C.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.
- C.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.
- C.2.6 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.
- C.2.7 No employee shall accumulate more than one (1) year of seniority credit in any school year.
- C.2.8 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:

C.2.7 Definition of Seniority

- a. In this article, "seniority" means the aggregate length of service in the employment of the Board of School Trustees by an employee with a continuing appointment.

Seniority for part-time employees will be calculated on the same basis as for full-time employees, provided the position being sought is no greater than the one presently held. When a part-time employee seeks a position of greater time, seniority will be pro-rated.

Upon appointment to a continuous position with the Board of School Trustees the seniority accumulated by the temporary employee so appointed will be counted as seniority in relation to all employees employed by the Board of School Trustees.

- b. In addition to the provisions of Article C.2.7.a, the seniority for an employee on a continuing contract shall include:
 - i. Teacher on call seniority accumulated pursuant to Article C.2.3; and
 - ii. Seniority ported in accordance with 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.

[Article C.2.7 cont'd]

- c. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.a and C.2.7.b, the employee with the greatest continuous present employment with the Board of School Trustees shall be deemed to have the greatest seniority.
- d. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.c, the employee with the greatest number of days of teacher on call teaching with the Board of School Trustees prior to appointment shall be deemed to have the greatest seniority.
- e. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.d, the employee with the greatest aggregate length of service with another school authority recognized for salary experience purposes in the District Agreement shall be deemed to have the greatest seniority.
- f. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.e, the employee with the earliest application for employment with the Board of School Trustees shall be deemed to have the greatest seniority.
- g. For the purposes of this section, leaves of absence in excess of one (1) month shall not count toward aggregate length of service with the Board of School Trustees except:
 - i. Maternity Leave;
 - ii. Educational Leave;
 - iii. Parenthood Leave;
 - iv. Leave for duties with the Nicola Valley and Princeton Teachers' Union or the British Columbia Teachers' Federation;
 - v. Secondment to the Ministry of Education, a faculty of education or pursuant to a recognized teacher exchange program;
 - vi. Long term sick leave;
 - vii. Leave for teaching with CUSO;
 - viii. Elected office at the Municipal, Provincial or Federal level;
 - ix. Compassionate Care Leave pursuant to G.2.
- h. For the purposes of this section, continuity of service shall be deemed not to have been broken by resignation for purposes of maternity followed by re-engagement within a period of three years, or by any other circumstances as determined by the Board of School Trustees. Seniority that was previously ported from SD No. 58 to another school district pursuant to C.2.2 shall not be recognized, unless such credits are subsequently ported back to SD 58 pursuant to C.2.2

C.2.8 Seniority and Teacher Lists

The Board shall, by October 15th of each year, forward to the Union a list of all teachers employed by the Board; setting out the length of seniority as of September 1st of that year in accordance with Article C.2.7.

ARTICLE C.20 LAYOFF, RECALL, AND SEVERANCE

C.20.1 Principle of Security

The Board of School Trustees and the Nicola Valley and Princeton Teachers' Union agree that increased length of service in the employment of the Board of School Trustees entitles teachers to commensurate increase in security of teaching employment. When the Board determines that it is necessary to terminate the appointment of any teachers, the teachers to be retained on the teaching staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.

C.20.2 Definition of Qualifications

- a. In this article, "necessary qualifications" as it applies to a continuing position within the District means that the teacher is able to demonstrate to the Board of School Trustees:
 - i. certification;
 - ii. a desirable amount of relevant pre-service training;
 - iii. an appropriate amount of in-service training and education;
 - iv. an appropriate recent and relevant teaching and/or work experience;
 - v. evidence of ability to perform the duties of the position in a professional and satisfactory manner.
- b. Should any question be raised by the teacher and the Union as to whether a teacher does have or does not have the necessary qualifications for a particular teaching position, the question shall be referred to the Superintendent of Schools first, then to the Qualifications Committee composed of an equal number of representatives of the Board of School Trustees and the Nicola Valley and Princeton Teachers' Union (two (2) members each).

Should the representatives of the two parties not resolve the question within fourteen (14) days, the Board of School Trustees, shall decide and the decision shall be subject to third party arbitration procedures. The third party will review the Board's decision on the grounds of reasonableness and good faith. The decision of the third party shall be final and binding on all parties.

- c. The third party shall be mutually agreed upon by both parties. Failing mutual agreement in fourteen (14) days either party may request the Minister of Labour to appoint an independent arbitrator. Costs of the arbitrator shall be shared equally and each party shall bear its own costs.

C.20.3 Security of Employment Based on Seniority and Qualifications

- a. When, for educational or budgetary reasons, the Board determines that it is necessary to reduce the total number of teachers employed by the Board with the District, the teachers to be retained within the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available as defined in Article C.20.2.a above.
- b. The Board of School Trustees shall give each teacher it intends to terminate pursuant to this Agreement, forty-five (45) days notice in writing.

C.20.4 Teachers' 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 article, first offer re-engagement to the teacher who has the most seniority among those terminated pursuant to this article, provided that teacher possesses the necessary qualifications as defined in Article C.20.2.a 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 Article C.20.4.a shall inform the Board whether or not the offer is accepted within one (1) week of the receipt of such offer.
- c. The Board shall allow thirty (30) days from acceptance of an offer under Article C.20.4.b 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 temporary or teacher on call for the position until the teacher accepting the position is available.
- d. A teacher's right to re-engagement under this section is lost if:
 - i. the teacher elects to receive severance pay under Article C.20.7 of this Agreement;
 - ii. the teacher refuses to accept two (2) positions for which the teacher possesses the necessary qualifications; or,
 - iii. two (2) years elapse from the date of termination under this article and the teacher has not been re-engaged.

- e. Upon re-engagement, a teacher shall be entitled to a continuing appointment to the teaching staff of the District if the teacher held a continuing appointment at the time of termination, or would otherwise be entitled to a continuing appointment pursuant to this article.

C.20.5 Sick Leave

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

C.20.6 Benefits

- a. A teacher who retains rights of re-engagement pursuant to Article C.20.4 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in the Benefit article in this Agreement by payment of the full costs of benefits to the Board.
- b. For three (3) months following termination the Board will carry the costs of Medical Services Plan of B.C. and M.S.A. Extended Health Benefits.

C.20.7 Severance Pay

- a. A teacher on continuing appointment who has one (1) or more years of employment and who is terminated, save and except a teacher who is terminated or dismissed pursuant to Articles C.24 and C.25 and Section 110 of the existing School Act, may elect to receive severance pay during the term of one (1) year following termination.
- b. Severance pay shall be calculated at the rate of 5% of one year's salary for each year of service in the District to a maximum of 1 1/2 year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of the teacher's termination.
- c. A teacher who receives severance pay pursuant to this Agreement and who, notwithstanding Article C.20.4, is subsequently re-hired by the Board of School Trustees, shall retain any payment made under the terms of this section and in such case, for purposes only of Article C.20.7.b, the calculation of years of service shall commence with the date of such rehiring.

ARTICLE C.21 EMPLOYMENT ON CONTINUING CONTRACT

C.21.1 All teachers appointed by the Board to the teaching staff of the District shall be appointed, subject to the provisions of this Agreement, on a continuing contract of employment except for:

- a. temporary appointments made in accordance with Article C.23 and subject to the provisions of this Agreement. A temporary teacher shall be entitled to all benefits in this Agreement save and except Article C.20 Layoff, Recall and Severance.

- b. Teachers on Call. A Teacher on Call shall mean a person hired on a day-to-day basis who shall be subject only to those provisions of this Agreement specifically outlined as being applicable to Teachers on Call.

ARTICLE C.22 PART-TIME TEACHERS' EMPLOYMENT RIGHTS

- C.22.1 An employee with a continuing full-time appointment to the teaching staff of the District may request a part-time leave while retaining a part-time assignment. The request should specify the fraction of leave time, and the length of time for which the part-time leave of absence is requested. After considering the advice of the Superintendent of Schools, the Board may approve such requests.
- C.22.2 When the above request has been granted by the Board, the teacher shall be entitled to return to a full-time assignment, upon the expiration of the leave of absence.
- C.22.3 A teacher with a continuing part-time appointment may request an additional temporary part-time appointment for a specified fraction of time. The teacher may then apply for such positions as posted.

ARTICLE C.23 TEMPORARY APPOINTMENTS

- C.23.1 The Board may appoint a teacher to a temporary appointment in writing stating that it is a temporary appointment and specifying the period of its duration.
- C.23.2 The temporary appointments shall be made in accordance with the following:
 - a. for a period not exceeding one year, to any position temporarily existing or temporarily vacant; or,
 - b. for a period not exceeding the remainder of the existing school year, to any position which has become vacant during a school year.
- C.23.3 Unless re-appointed for a further specified term, a teacher on a temporary appointment shall cease employment at the completion of the term of the temporary appointment.
- C.23.4 The number of temporary appointments should not exceed the number of temporary positions (Article C.23.2) and the number of full-time equivalent teachers on leave. The Board may change a temporary appointment to a continuing appointment based on the chronological order of the teachers' appointment dates instead of to the person actually filling a particular assignment.
- C.23.5 The Board agrees to provide the Union, upon request, no later than October 1st of any school year, with:
 - a. a list of teachers hired on a temporary contract for the school year;
 - b. a list of positions the Board considers temporarily existing or temporarily vacant for the school year;
 - c. a list of positions that have become vacant during the school year; and,

- d. a list of teachers on leaves of absence.

C.23.6 A teacher on temporary contract who has completed 1.8 F.T.E. years of continuous service shall be given a continuing contract if a suitable continuing position becomes available following the implementation of Article E.21, Filling of Vacancies.

ARTICLE C.24 EVALUATION AND DISMISSAL PROCEDURES BASED ON PERFORMANCE

C.24.1 Teachers on continuing contracts shall not be dismissed for reasons of professional incompetence unless:

- a. three reports indicate that the learning situation is less than satisfactory;
- b. the three reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months exclusive of periods of leaves of absences of more than twenty (20) days, except as provided in Article C.24.1.f;
- c. at least one of the reports shall be a report of a Superintendent of Schools or a director;
- d. the other two reports shall include only reports of:
 - i. a Superintendent of Schools,
 - ii. a Director of Instruction,
 - iii. the Principal of a school to which the teacher is assigned;
- e. where more than one of the three reports is written by the same person, at least six (6) months shall have elapsed between the writing of the first and the final report by that person;
- f. where the Board has, after the receipt of one or more such reports, recommended to the teacher, and the teacher has accepted the recommendation, that the teacher undertake an agreed program of professional or academic instruction, or both, the remaining report or reports shall be based on inspection of the learning situation or other duties of the teacher, not less than three (3) or more than six (6) months, after the teacher has returned to his/her duties and each report shall be issued within two (2) weeks of the inspection.

Section 16 of the School Act applies to an agreement under this section.

C.24.2 For teachers in the first year of a continuing appointment with this Board, the following exceptions to Article C.24.1 apply:

- a. Article C.24.1.a shall be varied to provide two less than satisfactory reports instead of three;

- b. Article C.24.1.b, the two reports shall be issued in a period of not less than four (4) or more than ten (10) months, exclusive of periods of leaves of absence of more than twenty (20) days;
- c. Article C.24.1.d, shall read that the other report shall include only a report of:
 - i. a Superintendent of Schools,
 - ii. a Director of Instruction,
 - iii. the Principal of the school to which a teacher is assigned;
- d. Article C.24.1.e and C.24.1.f, shall be deleted.

C.24.3 Reports

Reports shall:

- a. be based on not less than two (2) supervisory visits to the classroom of the teacher as well as on the general work of the teacher in that school;
- b. be completed and filed on or before the last school day in April only when the report has been requested in writing by the teacher prior to January 31;
- c. be made in quadruplicate;
- d. contain an assessment as per Regulation 5.1 of the School Act Regulations, and such recommendations for improvement therein as he/she may consider necessary;
- e. contain a statement that, in the opinion of the writer, the learning situation is satisfactory or less than satisfactory; and,
- f. only less than satisfactory reports will be subject to the grievance procedure.

C.24.4 General

When disciplinary action is taken:

- a. it will only be for a just and reasonable cause;
- b. the teacher will be notified in writing of the reasons for the action, and the reasons will be kept confidential;
- c. the teacher and a Union representative will be able to meet the Board's representatives to be given the reason(s) for the disciplinary action;
- d. only information known to the teacher will be used as a basis for disciplinary action.

ARTICLE C.25

DISCIPLINE, SUSPENSION/DISMISSAL FOR MISCONDUCT

- C.25.1 The Board may discipline or dismiss any employee covered by this Agreement for just and reasonable cause.
- C.25.2 Where an employee is under an investigation with respect to cause, the employee shall be promptly notified in writing of the allegations giving rise to the investigation, unless grounds exist for concluding that such notification would prejudice the investigation.
- C.25.3 An employee who is under investigation will be notified of their right to the support of a Union representative.
- C.25.4
- a. Prior to an employee being disciplined or suspended, the employee will have an opportunity to meet with the administrative officer or Superintendent, whichever is involved in the action. The employee shall be advised of the reasons for the meeting.
 - b. Prior to an employee being dismissed (other than a suspension under Section 15.4 or 15.5 of the School Act), the employee will have an opportunity to meet with the School Board and the Superintendent. The employee shall be given an outline of the allegations in advance.
 - c. In regards to Article C.25.4.a and C.25.4.b, the employee will have a Union representative at such meetings unless the employee waives this in writing.
- C.25.5 When an employee is disciplined in writing, suspended or dismissed, the Union will be informed promptly in writing.
- C.25.6 Where the Board or its Superintendent temporarily suspends a teacher pursuant to Section 15.5 of the School Act, the President of the Union shall be informed promptly in writing.
- C.25.7 Where the Board or its Superintendent suspends a teacher pursuant to Section 15.5 of the School Act, it shall immediately be referred to Stage 3 of the grievance procedure. For the purpose of this article only, the committee referred to in Article A.6.4.a shall consist of no fewer than two Trustees.
- C.25.8 Where an employee is disciplined in any way, suspended or dismissed, no official 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 Union.
- C.25.9 The decision of the Board, pursuant to this article, shall be communicated in writing and shall contain the reasons for the decision.
- C.25.10 Notwithstanding Article A.6, Grievance Procedure, where a teacher has been dismissed pursuant to this article, the Union shall have the option of referring the matter directly to Stage 3 of the grievance procedure.
- C.25.11 It is the intent of both parties that no disciplinary action shall be defeated merely because of a technical error as defined by Section 156 of the Labour Relations Code in processing the action.

ARTICLE C.26

RETRAINING

- C.26.1 Upon written notification within twelve (12) months of the receipt of termination under Article C.20 an employee shall be entitled to extend the provisions of recall for the purpose of retraining to qualify for another teaching position with the Board. The program of retraining shall be mutually agreeable to the teacher and the Board and at no cost to the Board. In the event that the employee elects to retrain pursuant to this article, the Board shall amend the effective date of the termination notice to coincide with the beginning of the school term which next follows the expiry of the period of leave, or of any extension thereof.
- C.26.2 The employee, after retraining, shall be entitled to be assigned to a position that is vacant, provided he/she possesses the necessary qualifications.
- C.26.3 An employee accepting a position in this circumstance shall be evaluated as a first year employee. Should the teacher be placed on probation in this circumstance, the teacher shall be entitled to return to the recall list and regain full rights to a position as outlined in Article C.20 Layoff, Recall and Severance.

ARTICLE C.27

TEACHER ON CALL HIRING PRACTICES

- C.27.1 The Board shall maintain a list of teachers on call.
- C.27.2 The Board shall forward a copy of the list to the Union in the month of October and the month of January during each school year.
- C.27.3 The Board may appoint a non-certified teacher in order to best meet the needs of the students when no teacher on call holding a certificate of qualification is available.
- C.27.4 Teachers' concerns regarding the hiring of teachers on call shall be given full consideration by the administrative officer.
- C.27.5 No teacher shall be required to perform the instructional duties, or supervise the students of a teacher who is absent, except in situations as determined by the administrative officer after discussion with the staff representative.
- C.27.6 Subject to Article C.27.4 above, in appointing teachers on call, the administrative officer shall select the most suitable person for the assignment.
- C.27.7 If a teacher on call is appointed to a continuing contract, the teacher on call shall receive one (1) month's credit, for seniority purposes only, for each twenty (20) days of teacher on call teaching in the same assignment worked during the year immediately preceding the date of receipt of a continuing or temporary appointment with the District.

ARTICLE C.28

TEACHER ON CALL PROVISIONS

C.28.1 Teachers on call shall not be subject to any of the provisions of this Agreement other than this article and any other article where so specifically stated, except:

- a. Sexual Harassment
- b. Grievance Procedure
- c. No Discrimination
- d. Picket Line Protection
- e. Personnel Files
- f. Extra-curricular Activities
- g. Health and Safety
- h. Noon Time Supervision
- i. Other Supervision Duties
- j. Harassment of Employees
- k. Race Relations

SECTION D WORKING CONDITIONS

ARTICLE D.1 INTENTIONALLY LEFT BLANK: REMOVED BY LEGISLATION

ARTICLE D.3 ALTERNATE SCHOOL CALENDAR

- D.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*.
- D.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.
- D.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.
- D.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.
- D.3.5 The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
- D.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.
- D.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.

D.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 SD 58 (Nicola-Similkameen). See Article D.4.4 through D.4.8 below.

Local Provisions:

- D.4.4 Full-time secondary teachers shall be entitled to 12.5% of total instructional time for purposes of preparation.
- D.4.5 90 minutes per week of a full-time elementary classroom teacher's assignment time shall be preparation time in periods of no less than 20 minutes.
- D.4.6 As a result of implementing this clause, the instructional day shall not be increased except by mutual consent.
- D.4.7 Part-time teachers assigned no less than .6 FTE time shall be pro-rated for purposes of preparation.
- D.4.8 Preparation time is provided for teachers to prepare, plan, collaborate with colleagues, to engage in research, to observe colleagues teach, to develop curriculum as part of a team or other duties related to preparation for teaching.

ARTICLE D.5 MIDDLE SCHOOLS

- D.5.1 Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
- D.5.2 Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
- D.5.3 In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.

- D.5.4 If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
- D.5.5
- a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
 - b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
 - c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
 - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - iv. The hearing shall commence within a further ten (10) working days; and
 - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
- D.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

- D.20.1 The annual salary established for employees covered by this Agreement shall be payable in respect of the teacher's regular work year. All days shall be scheduled between the Tuesday after Labour Day and the last day in June of the subsequent year, excluding Saturdays and Sundays, Statutory Holidays, Winter Break and Spring Break. The regular work year shall comply with Legislation, Regulation or Ministerial order.
- D.20.2 During the regular work year for teachers, the Board shall provide:
- a. no fewer than five (5) days for professional development;
 - b. no fewer than one (1) year-end administrative day.

D.20.3 The first day of Winter Break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1. If January 1 is a Saturday or a Sunday, then school shall reopen Tuesday, January 3 or 4.

D.20.4 The first day of Spring Break shall be the third Monday in March.

D.20.5 Any work performed by employees covered by this Agreement beyond the teacher's regular work year shall be voluntary.

ARTICLE D.21 INSTRUCTIONAL DAY

D.21.1 In an elementary school, the teacher's instructional day shall not exceed six (6) consecutive hours inclusive of:

- a. instructional time not to exceed five (5) hours inclusive of 15 minutes of recess;
- b. a regular lunch intermission.

D.21.2 In a secondary school, the duration of a teacher's instructional day shall not exceed six (6) hours and thirty minutes consecutively inclusive of homeroom and time for students to change classrooms and a regular lunch intermission.

D.21.3 The above may be adjusted by mutual agreement of the Union and the Board.

ARTICLE D.22 SUPERVISION DUTIES

The supervision of students beyond scheduled instructional time will be assigned on an equitable basis by the administrative officer in each school.

ARTICLE D.23 NOON TIME SUPERVISORS

D.23.1 The Board of School Trustees believes that teachers should have the freedom to use their noon time as a lunch break or to use it to be involved in some way with students. The Board, therefore, will hire personnel to provide general school supervision during noon hours.

D.23.2 The administrative officer may designate teachers as the school contact person for the noon time supervisors.

D.23.3 It is understood that when necessitated by circumstance not reasonably known to the administrative officer, a teacher may be required to perform reasonable temporary noon hour supervision when, in the judgement of the administrative officer, it is necessary for the preservation of student safety and well being.

ARTICLE D.24 EXTRA-CURRICULAR ACTIVITIES

- D.24.1 In this Agreement, extra-curricular programs and activities include those that are beyond the activities relating to the provincially prescribed and locally determined curricula of the School District. The parties encourage and support extra-curricular activities as an important part of school life.
- D.24.2 While the parties consider it desirable that teachers participate in extra-curricular activities, it is recognized that involvement by a teacher in extra-curricular activities is on a voluntary basis.
- D.24.3 Sponsors and coaches of extra-curricular activities and programs shall, upon request, be reimbursed for meal and fuel expenses incurred as a result of their voluntary participation in such activities and programs.
- D.24.4 While voluntarily involved in extra-curricular activities, teachers shall be considered to be acting in the employ of the Board, for purposes of liability of the Board and coverage by the Board's insurance.

ARTICLE D.25 AVAILABILITY OF TEACHERS ON CALL

When a teacher is absent from a school for a half day or longer and where it is necessary to replace an absent teacher who has instructional duties, then the Board shall employ a teacher on call to replace that teacher upon being informed of such absence, if a teacher on call is requested by the teacher.

ARTICLE D.26 TEACHER ON CALL INSTRUCTIONAL DUTIES

The teacher on call will be assigned the duties of the teacher replaced except in those circumstances where there are no assigned responsibilities and there are other teacher duties the teacher on call can perform.

ARTICLE D.27 STAFF MEETINGS

- D.27.1 Staff meetings called by an administrative officer shall be held with five (5) working days' notice, except in special circumstances, with such notice to include a draft agenda of items to be considered. Minutes shall be kept and made available upon request.
- D.27.2 All staff members shall have the right to suggest items to the administrative officer for inclusion on the staff meeting agenda.
- D.27.3 Staff meetings shall be held only on school days as defined by the school year calendar for School District No. 58 (Nicola-Similkameen) and shall not be scheduled during recess or during noon intermissions unless agreed to by the staff. Employees shall not be required to attend regular staff meetings prior to one hour before classes begin or later than 1½ hours after dismissal of pupils.

ARTICLE D.28 STAFF COMMITTEE

- D.28.1 If desired by the majority of staff of a school, there may be established by September 30th of each year a staff committee:
- a. the size and membership of the staff committee may be determined by the staff;
 - b. the staff committee may make suggestions in writing to the school administration;
 - c. should the school administration not act on a suggestion of the committee, the administration shall provide reasons in writing.

ARTICLE D.29 TECHNOLOGICAL CHANGE

The parties agree to be bound by the Industrial Relations Act (1987) as it relates to technological change.

ARTICLE D.30 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

D.30.1 Both parties subscribe to the need for a safe and healthy work environment. The Occupational Health and Safety Committee shall assist in creating a safe place of work and learning and shall recommend actions which improve the effectiveness of the Health and Safety program.

- D.30.2 a. The Union shall appoint two (2) representatives to the Health and Safety Committee of School District No. 58 (Nicola-Similkameen). This committee will consist of six (6) members. The structure will be:
- | | | |
|------|----------------------------|---|
| i. | N.V.P.T.U Representatives | 2 |
| ii. | C.U.P.E. Representative | 1 |
| iii. | Management Representatives | 3 |
| | TOTAL | 6 |
- b. The respective parties are responsible for appointing their own committee members. Each committee member should have an alternate available to attend meetings in his/her absence.
- c. The committee will elect a Chairperson and Secretary at the first meeting of the year. The Chairperson will assist in the development of the agenda and chair the meeting.

D.30.3 The Occupational Health and Safety Committee shall:

- a. hold regular meetings to review any matters pertinent to health and safety and to recommend corrective measures where warranted.

- b. ensure that each staff room has been supplied with a copy of the School District No. 58 (Nicola-Similkameen) Occupational Health and Safety Program Manual and such manuals as required by WCB.

D.30.4 Minutes of all Occupational Health and Safety Committee meetings shall be kept and a copy of such minutes shall be sent to the executive of the Union and the employer.

D.30.5 The Occupational Health and Safety Committee shall meet annually in June to review its effectiveness.

Concerns regarding its effectiveness that cannot be resolved by the committee, may be referred by either party to the Bargaining Committee for discussion.

D.30.6 Where the Board chooses not to act on recommendations from the Occupational Health and Safety Committee, reasons shall be provided to the committee and recorded in the committee minutes.

ARTICLE D.31 NEW SCHOOL PLANNING

The Board shall provide an opportunity for teachers to make a presentation when new school construction or major school renovations are planned.

ARTICLE D.32 SPACE AND FACILITIES

The value of space sufficiently flexible to allow choices in the organization of classes and groupings is recognized. Teachers having concerns regarding their classroom and space allocations may refer these concerns to the School Staff Committee to be discussed with the administrative officer.

ARTICLE D.33 BUDGET PROCESS

The Board shall allow teachers to provide information and make formal presentations to the Board for consideration in the budget process.

ARTICLE D.34 BEGINNING TEACHERS

D.34.1 In determining a teaching assignment of a beginning teacher, the principal should consider the following:

- a. the instructional assignment;
- b. mentor support;
- c. orientation;
- d. intentionally left blank: removed by legislation.

ARTICLE D.35**ADMINISTRATION OF MEDICATION**

- D.35.1 The Board of School Trustees authorizes school personnel to administer medication or medical procedures where a student requires this medication for medical, learning and/or behavioural reasons while in school.
- D.35.2 The Board of School Trustees recognizes the right of a staff member to refuse to administer medication or medical procedures except in an emergency.
- D.35.3 The Board shall seek recommendations from the District Special Education Committee in developing comprehensive policy on administration of medication and medical procedures.

ARTICLE D.36**FUNDRAISING**

- D.36.1 The parties agree to the existing practice regarding teachers' participation in fundraising. If either party has a concern regarding changes to the existing practice, it shall be referred to a joint committee. The committee shall consist of three representatives of the Board, one of which shall be a trustee and three representatives of the Union, one of which shall be an executive member. Implementation of the recommendation of this committee shall not be unreasonably withheld.

SECTION E PERSONNEL PRACTICES

ARTICLE E.1 NON-SEXIST ENVIRONMENT

- E.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.
- E.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.
- E.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

E.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.

E.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.

E.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.

E.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.

E.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.

E.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 POSTING OF POSITIONS

- E.20.1 Positions or vacancies not filled by in-school reassignments will be posted in all schools and centres of the school district for a minimum of three days. This posting will be at the school at least one day prior to the vacancy being advertised outside of the district.
- E.20.2 Any vacancies posted must clearly outline the proposed assignment (i.e. primary, intermediate, etc.) and qualifications required, location and start date.
- E.20.3 Only vacancies for the subsequent school year that are known to the Board prior to June 8th of the current year shall be posted and copies of all postings shall be forwarded at the time of posting to the Union President and the school staff representative. With vacancies occurring after June 8th or during July and August, copies of advertisements will be sent to the Union office and posted at the Board office.
- E.20.4 Vacancies will be posted in all staff rooms in a specific location.

ARTICLE E.21 FILLING OF VACANCIES

- E.21.1 Vacancies that occur may be filled by in-school reassignment, without posting the position; possibly creating other vacancies.
- E.21.2 When vacancies arise within the district, the Board shall give consideration to:
- a. placing a teacher returning from leave of absence;
 - b. re-engaging teachers with appropriate qualifications from the recall list, as determined by Article C.20.4 Teachers' Right of Re-engagement;
 - c. attempting to satisfy the reassignment requests of teachers for vacancies occurring prior to the start of the school year.

E.21.3 The parties agree that keeping in mind the needs of the pupils and the well-being of the school, the right and exclusive responsibility to fill vacancies in a fair, reasonable and non-discriminatory manner rests exclusively with the School Board.

A teacher who is unsuccessful in a posting shall have the opportunity to meet with the administrative officer involved within seven (7) days after he/she became aware of the successful applicant. If the employee is not satisfied after meeting with the Administrative Officer, the employee shall have the opportunity to meet with the Superintendent of Schools within a further seven (7) days to discuss the teacher's concerns.

ARTICLE E.22 REASSIGNMENT

E.22.1 General

The reassignment of teachers is a means of enriching school programs, providing for the effective utilization of teaching personnel, and a reflection of changing enrollment patterns.

E.22.2 Board Initiated Reassignments

- a. Reassignments are grievable only as specifically provided within this article.
- b. Reassignment to a significantly different teaching assignment shall not be used by the Board as a means of discipline and if alleged, may be grieved.
- c. A Board official intending to recommend reassignment of a teacher shall meet with the teacher prior to the recommendation being placed before the Board. The nature of the reassignment, and the reasons for it shall be communicated to the teacher.
 - i. The teacher may be accompanied by a member of the Union.
 - ii. The teacher shall have the opportunity to consider the matter and reply before the recommendation is placed before the Board.
 - iii. A teacher may refuse such a reassignment, and elect to be placed on the recall list under Article C.20 Layoff, Recall and Severance (but not be entitled to severance pay).
 - iv. A teacher who is reassigned for reasons of projected enrollment decline or position reduction shall, subject to operational requirements, be considered for the position previously held in the event that the projected factors do not actually materialize. If the teacher's request is not granted and the position is filled by a teacher on a temporary appointment, the teacher shall have the right of first refusal for the position for the following school year.

- v. On Board initiated reassignments to and from Douglas Lake which result in a change of residence, the Board may relocate the teacher using District personnel. If this is not practical, the Board agrees to pay legitimate expenses as are mutually agreed beforehand by the Secretary-Treasurer and the teacher.

E.22.3 Teacher Initiated Reassignments

- a. On or before March 1st, a notice will be sent to each school advising teachers having an interest in a reassignment to submit their application in writing to the Superintendent by March 31st of that year. The application should include the desired school(s), subject areas and qualifications.
- b. The Superintendent shall maintain a file of requests from teachers desiring a change of assignment within the district.
- c. In-school reassignment will not occur until after the March 31st deadline referred to in Article E.22.3.a. The Superintendent will advise the administrative officers of the applications in the reassignment file.
- d. If the request for reassignment is not granted, the teacher shall be notified in writing as soon as possible.

E.22.4 In-School Reassignment

- a. Where a vacancy is created and the administrative officer proposes to fill the vacancy through an in- school reassignment, the administrative officer will first notify the staff representative and hear any concerns identified prior to making the reassignment. The administrative officer is under no obligation to act upon the concerns identified.
- b. A staff meeting shall be held prior to June 15th for the purpose of discussing the proposed timetable and staff assignments for the next school year including new or existing teaching positions that require filling in the school.
- c. Where reassignment results in an assignment which is, in the estimation of the teacher, inconsistent with his/her qualifications, he/she shall have the right to meet with the Superintendent of Schools to discuss possible remedial actions. The teacher may be accompanied by a member of the Union in discussions related to this matter. The teacher shall have the right to place a letter into his/her personnel file outlining his/her concerns relative to the assignment.

ARTICLE E.23 IN-DISTRICT TEACHER EXCHANGES

E.23.1 In-district teacher exchanges shall be for the purposes of professional growth and exchange of teaching assignment and should be of benefit to both the students, teacher(s) and school(s).

E.23.2 Interested teachers shall forward an individual or joint written request for an in-district exchange to the Superintendent or designate in accordance with a timeline to be established by the Superintendent or designate.

- E.23.3 In-district exchanges shall be for a maximum of one (1) school year.
- E.23.4 An in-district teacher exchange shall only proceed if the teachers involved, the schools' administrative officer(s) and the Superintendent or designate are in agreement.

ARTICLE E.24 SCHOOL ACT APPEALS

- E.24.1 No decision or bylaw of the Board with respect to the conduct or disposition of Section 11 of the School Act Appeals 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.
- E.24.2 Prior to hearing an appeal, the Board shall request the complainant(s) to discuss the complaint(s) with the employee, the employee's supervisor, and the Superintendent.
- E.24.3 The employee involved shall be informed of an appeal within a reasonable period of time and at that time, shall be advised of his/her right to Union representation. The employee shall be entitled to receive all documents regarding the appeal unless grounds exist under the Freedom of Information and Protection of Privacy Act for the withholding of such documents.
- E.24.4 An employee involved shall have the opportunity to provide a written reply to any allegation contained in the appeal.
- E.24.5 Should the person(s) making the appeal choose to meet with the Board of School Trustees as provided for in the bylaw, the employee involved shall have the opportunity to have a Union representative or designate, other than the employee, attend that meeting as an observer.
- E.24.6 Subsequent to that meeting and before the Board reaches a decision, the employee and Union representative or designate may meet with the Board.

ARTICLE E.25 PERSONNEL FILES

- E.25.1 The district office shall maintain only one (1) personnel file for each teacher. Any file relating to an employee kept at a school shall be turned over to the district office when the administrative officer leaves that school. Only information in accordance with Article E.25.6 shall be retained from the school file.
- E.25.2 Letters of a disciplinary nature regarding a teacher and placed in their personnel file shall be copied to the teacher.
- E.25.3 After receiving a request from an employee, the Superintendent of Schools in respect to the district file or the principal of the school in respect of any school file shall grant access to that employee's file. Subject to the employee's written authorization, the Local Union President or Vice-President may review an employee's personnel file in their absence.

- E.25.4 The Superintendent of Schools or his/her designate shall be present when a teacher reviews his/her file and the teacher may be accompanied by an individual of his/her choosing.
- E.25.5 The teacher may place a letter of rebuttal on file disagreeing with any contentious material relating to the employment of the teacher.
- E.25.6 Only matters which are factual and relevant to the employment of the teacher shall be kept in these files.
- E.25.7 Where disciplinary action is taken by the Board against an employee, or when anonymous letters or notes are investigated, the documents of that case will be kept in a separate envelope in the employee's personnel file. The envelope shall be accessible to persons other than the employee only with the permission of the Superintendent of Schools or his/her designate. A complete record will be kept of the name and date of all persons reviewing the contents of the envelope.
- E.25.8 Except for matters of discipline, the contents of a teacher's file are not grievable. Contentious material may be referred to a committee comprised of two representatives of the School Board and two representatives of the Union who will review the matter and make written recommendations to both sides. This committee shall meet within ten (10) working days of being requested to by the Board or the Union, and shall make their decision within five (5) working days of the meeting. Implementation of such recommendations shall not be unreasonably withheld.

ARTICLE E.26 DISCRIMINATION

The employer agrees in exercising its personnel management responsibilities that there shall be no discrimination exercised or practiced with respect to any employee by reason of age, race, creed, color, ancestry, national origin, religion, lawful political affiliation or activity, lawful sexual orientation, sex, marital or parental status, physical handicap, nor by reason of his membership or activity in the Union.

ARTICLE E.27 RACE RELATIONS

- E.27.1 The Board and the Union do not condone any expression of racism.
- E.27.2 Any written allegation of racism by an employee within the school district will be investigated by the Superintendent or the designate and the results will be reported to the Board.
- E.27.3 The administrative officer and school staff representative are encouraged to bring this matter to the attention of staff at the first staff meeting of the school year.
- E.27.4 The parties recognize their mutual responsibility to provide the best educational services to the students in the district. The parties also recognize the need to hire the best person for each position to provide this service. One of the factors that may be considered when hiring the best person for the position is the cultural and mosaic make up of the community.

ARTICLE E.28**FALSELY ACCUSED EMPLOYEE ASSISTANCE**

E.28.1 When a teacher has been accused of child abuse or sexual misconduct; and,

- a. at the conclusion of an investigation by the Board, and the Board has not concluded that the accusation is true; and,
- b. the teacher is acquitted of any criminal charges in relation to the accusation; and,
- c. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false;

the teacher may apply for assistance from the Board for such services as the parties may agree to at that time.

E.28.2 Approval of the agreement may not be unreasonably denied.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.20 JOINT PROFESSIONAL DEVELOPMENT

- F.20.1 The role of the Joint Professional Development committee is to:
- a. administer the Professional Development funds by setting policies and procedures regarding the expenditures of said funds; and
 - b. co-ordinate local Professional Development programs and activities funded by this Article;
 - c. recommend to the Union and Board rates that will be paid for expenses for out-of-town activities.
- F.20.2 The committee will be composed of:
- a. a chairperson elected by the Nicola Valley and Princeton Teachers' Union annually,
 - b. one teacher elected by each school staff,
 - c. one representative from the School Board,
 - d. one representative of the Superintendent of Schools,
 - e. one representative from the Nicola Valley Educational Administrators' Association,
 - f. the past Chairperson of the Joint Professional Development Committee.
- F.20.3 All committee members shall be notified at least five (5) days in advance of any meetings.
- F.20.4 Minutes shall be kept for all meetings.
- F.20.5 The funds for Joint Professional Development in School District No. 58 (Nicola-Similkameen) come from
- a. an allocation from the School Board in its annual budget of \$220 for each teacher on contract as of September 30th of that year.
- F.20.6 The annual Joint Professional Development budget shall be allocated in accordance with guidelines established by the committee. In-district activities should be encouraged.
- F.20.7 Funds not expended in any one fiscal year shall be carried over to the next fiscal year.
- F.20.8 The employer shall submit a monthly statement to the committee of funds expended and remaining and of teacher-on-call days used for professional development purposes.

F.20.9 To be eligible for financial assistance, prior approval of a teachers' attendance at a workshop must be given by the principal concerned, the school-based Budget Committee, the Superintendent of Schools and the Secretary-Treasurer. Claims for professional development travel must be accompanied by receipts. Recommendations for changes to this process require the approval of the Board and Union before they may be implemented.

F.20.10 Local teachers conducting School District No. 58 (Nicola – Similkameen) professional development activities may receive compensatory time and may be reimbursed for associated expenses from any available professional development funds. Prior approval for such compensation must be received as per the procedures set by the Professional Development Committee.

ARTICLE F.21 NON-INSTRUCTIONAL DAYS

F.21.1 The Board and the Union agree that non-instructional days shall be utilized as follows:

- a.
 - i. a minimum of four (4) non-instructional days shall be used for teacher professional development activities as determined by the school principal and staff, the time of which is to be determined by the Board.
 - ii. the remaining non-instructional day may be for other purposes subject to the approval of the Board.
 - iii. other non-instructional days may be approved at the discretion of the Board.
- b. Non-instructional days shall be considered as instructional days for contract purposes.

ARTICLE F.22 CURRICULUM IMPLEMENTATION

F.22.1 There shall be a Joint Curriculum Implementation Committee (s) established consisting of an equal number of representatives of the Union and the Board.

F.22.2 The committee shall meet at the request of either party to discuss implementation of the new curricula.

F.22.3 The committee will review curriculum implementation plans considering in-service requirements, provision and identification of new materials and funds required for implementation.

F.22.4 The Board, after reviewing the recommendation of the Curriculum Implementation Committee, shall provide in-service opportunities to teachers.

ARTICLE F.23**PROFESSIONAL AUTONOMY**

- F.23.1 Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practice have individual professional autonomy in planning and in determining the methods of instruction for the classes of pupils to whom they are assigned.
- F.23.2 Notwithstanding the provisions of this article, management retains the right to determine effectiveness of instruction and evaluation of its teachers, in accordance with the provisions of this Agreement.

SECTION G LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE

- G.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.
- G.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.
- G.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.21 Sick Leave, for sick leave use and accrual]

ARTICLE G.2 COMPASSIONATE CARE LEAVE

- G.2.2 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.

G.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.

G.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.

G.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.

G.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.

G.2.6 Seniority shall continue to accrue during the period of the compassionate care leave.

G.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.)

[See also Article G.32 Emergency Leave for Family Illness for short term leave of 3 to 5 days.]

ARTICLE G.20 DEFERRED SALARY LEAVE PLAN

G.20.1 This clause shall constitute a separate agreement and is consolidated with the remainder of the main Agreement for convenience only. As such, this clause (DSLPL) is not subject to the Grievances, Arbitration or any other disciplinary third party clauses in the main Agreement.

G.20.2 As well, in the event of a conflict between the Deferred Salary Leave Plan clause and the remainder of the contract, the Deferred Salary Leave Plan shall take precedence. A copy of this Agreement is attached for information purposes only. [See Schedule A]

ARTICLE G.21 SICK LEAVE

- G.21.1 The parties agree that unless provided elsewhere in this Agreement sick leave accumulated by teachers will only be used for legitimate medical reasons.
- G.21.2 Payout of accumulated sick leave upon separation is not contemplated by this Agreement.
- G.21.3 Sick leave means the period of time an employee is permitted to be absent from work at his/her regular rate of pay while unable to work because of illness, disability, quarantine, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- G.21.4 Sick leave means the number of days an employee has been credited through active service to the Board, and for which he/she will be entitled to sick leave at his/her regular rate of pay.
- G.21.5 Sick leave will be accumulated by teachers on continuing or temporary contracts at the rate of 1-1/2 days for each month of active service with the Board, to a maximum of fifteen (15) days per school year. The unused portion shall accumulate from year to year.
- G.21.6 When accumulated sick leave is utilized, it shall be charged against that teacher's accumulation on the basis of one (1) day deducted for one (1) working day of sick leave. The number of days for which a teacher may be granted sick leave shall not exceed 120 days in any one school year.
- G.21.7 When an employee is given leave of absence without pay for any reason or is laid off and returns to the service of the Board upon expiration of such leave of absence or layoff, he/she shall not receive sick leave allowance for the period of such absence, but shall retain his/her cumulative allowance, if any, existing at the time of such leave or layoff.
- G.21.8 The Board shall provide each teacher with a monthly accounting of the total amount of sick leave accumulated by that teacher.
- G.21.9 Sick leave accumulated by each teacher prior to the execution of this Agreement shall be credited to that teacher.
- G.21.10 Part-time teachers shall accumulate sick leave on a pro- rata basis and be paid on a pro-rata basis.

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

ARTICLE G.22 PATERNITY/ADOPTION LEAVE

- G.22.1 Leave with pay shall be granted to an employee:
 - a. in the case of a birth, up to two (2) days to take his wife to the hospital, attend the birth, and return her and the child home;

- b. in the case of adoption, up to two (2) days to pick up the child and make necessary preparations and one (1) additional day with salary less the cost of the teacher on call.

G.22.2 Further leave may be granted at the discretion of the Superintendent.

ARTICLE G.23 EXTENDED ADOPTION LEAVE

- G.23.1 Teachers adopting a child may apply for and shall be granted a leave of absence without pay for a period of up to eighteen (18) weeks.
- G.23.2 The teacher may also be granted up to ten (10) days adoption leave of absence without pay for the purposes of interviews or travel.
- G.23.3 Only one teacher per household may apply for the leave under Article G.23.1.
- G.23.4 If a teacher is granted an extended adoption leave, the teacher may participate in all benefit plans during the term of the leave subject to any restrictions placed by the carrier of the plan. The teacher is responsible for 100% of the premiums during such leave.

ARTICLE G.24 MATERNITY LEAVE

- G.24.1 Unless provided elsewhere in this article, a pregnant teacher may request and the Board shall grant maternity leave and all guaranteed rights as provided for in Part 6 of the Employment Standards Act.
- G.24.2 Where possible, requests for maternity leave shall be submitted, in writing, to the Superintendent of Schools at least two (2) months before the desired commencement of the leave. The expected date of birth must be stated as well as the length of the requested leave.
- G.24.3 All maternity leave shall be without pay, except that the Board shall continue to pay its share of all fringe benefits in accordance with Part 6 of the Employment Standards Act.
- G.24.4 Teachers requesting an unpaid extended leave of absence beyond that required in Part 6 of the Employment Standard Act shall apply in writing to the Board at least four (4) weeks prior to the termination of the eighteen (18) week leave. The Board shall, subject to operational requirements, grant such leave up to a maximum continuous leave of one (1) year including the leave provided for in Article G.24.1. A teacher returning from extended maternity leave must do so at the beginning of the school year or immediately following the Christmas or Easter breaks. In the event of a death of the child, the teacher may return to duty earlier than provided in the agreed upon leave subject to the availability of a suitable position within the district at that time.
- G.24.5 When a teacher is granted an extended maternity leave, the teacher may participate in all benefit plans during the term of the leave subject to any restrictions placed by the carrier of the plan. The teacher is responsible for 100% of the premiums during such leave.

G.24.6 If at the end of the agreed upon period of leave, the teacher is unable to return to duty because of ill health, she shall present the Board with a medical certificate on the appropriate form and shall be subject to the provisions of Article G.21, Sick Leave.

ARTICLE G.25 SUPPLEMENTAL EMPLOYMENT BENEFITS PLAN

G.25.1 The Board and the Union will enter into a Supplemental Employment Benefits (SEB) Plan.

G.25.2 Benefits under this Plan shall not be payable until the SEB Plan is registered with the appropriate federal agency.

G.25.3 Benefits under the SEB Plan shall only be payable to persons who have applied for EI maternity benefits.

G.25.4 Benefits payable under the SEB Plan shall be:

- a. where the teacher is eligible to receive EI maternity benefits, 95% of the teacher's current salary for the first two (2) weeks of the leave; and,
- b. the difference between 75% of the teacher's current salary and the amount of EI maternity benefits received by the teacher for a further period of fifteen (15) weeks.

ARTICLE G.26 PARENTHOOD LEAVE

Subject to operational requirements and the approval of the Superintendent of Schools, a teacher with a dependent child shall be granted, upon request, a one time only parenthood leave of absence without pay as requested by the teacher for a stated period of time of not less than four (4) months nor more than twelve (12) months. The return to duty must be at the beginning of the school year or immediately following Christmas Break. This leave may not be combined, compounded, consecutive with or otherwise tied into maternity or any other type of leave.

ARTICLE G.27 JURY DUTY AND SUBPOENA

With prior notification to the Superintendent of Schools, a teacher will be granted leave of absence with pay for the time required to serve on a jury, or being called for jury duty, or being subpoenaed as a witness other than on his/her own behalf or interest. Any fees or payments made to him/her for such duties or services must be remitted to the Board.

ARTICLE G.28 DISCRETIONARY LEAVE

G.28.1 The Board shall, upon request and subject to operational requirements, grant a teacher having at least ten (10) years' seniority with the Board as of the start of the school year, discretionary leave of one (1) day with pay in that school year.

- G.28.2 General leave for good and sufficient reasons may, on the recommendation of the administrative officer and at the discretion of the Board, be granted to a teacher for up to two (2) days per year. This leave shall be with pay less the cost of a teacher on call.
- G.28.3 Additional general leave of absence, without pay, may be granted by the Board.
- G.28.4 The leaves of absence referred to above, are non- cumulative, may not be used on the first or last day of a school term and cannot be taken in conjunction with other leaves. The leaves are all subject to operational requirements.

ARTICLE G.29 WORKER'S COMPENSATION BOARD LEAVE

- G.29.1 The Board agrees that when a teacher is in receipt of Workers' Compensation Board benefits, then he will be paid his regular salary by the Board and his Workers' Compensation Board wage loss benefits shall be reimbursed to the Board. The portion of salary not paid by the Workers' Compensation Board will be deducted from sick leave.
- G.29.2 Workers' Compensation Board salary benefits received for the summer break shall be credited to the individual teacher's sick leave based on their daily rate of pay at the time of the accident.
- G.29.3 There shall be no entitlement to earn sick leave credits during an absence under this article.
- G.29.4 Wage loss benefits do not include a disability pension or other final lump sum settlement or award arising from a compensable disability.

ARTICLE G.30 BEREAVEMENT LEAVE

- G.30.1 A teacher shall be granted a leave of absence with his/her regular pay to a maximum of five (5) days in the case of the death of a spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild, or any other relative who is domiciled in the home of the teacher at the time of death.
- G.30.2 Leave in excess of five (5) days may be granted with or without pay upon written request to the Superintendent of Schools.
- G.30.3 In the event of the death of any relative not mentioned above or a friend of the teacher, the teacher may be granted leave with a pay adjustment equivalent to the cost of the teacher on call for the purpose of attending the funeral.

ARTICLE G.31 LEAVE FOR ELECTED OFFICE

- G.31.1 A teacher shall be granted an unpaid leave of absence for up to five (5) days in any school year for public or civic duty in the community.

G.31.2 Should a teacher be elected as a Member of Parliament or Member of the Legislative Assembly, he/she shall be granted a long-term leave of absence without pay for his/her term of office.

G.31.3 Leave without pay for campaign purposes may be granted by the Superintendent. Such leave shall not exceed one (1) month and must be taken in consecutive days.

ARTICLE G.32 EMERGENCY LEAVE FOR FAMILY ILLNESS

In the case of an illness of a child residing at the employee's residence or due to spousal incapacity as substantiated through medical certification if requested and, when no other person can provide for the needs of the ill person, an employee with fifteen (15) or more unused sick days shall be entitled, after notifying his/her supervisor to use up to a maximum of three (3) days sick leave entitlement per illness and a maximum of five (5) days per year. Teachers who do not have the required sick leave accumulation shall receive leave without pay for these periods.

[See also Article G.2 Compassionate Care Leave for leaves in excess of 3 days.]

ARTICLE G.33 EDUCATION LEAVE - SHORT TERM

G.33.1 One (1) days' leave of absence with pay shall be granted to a teacher to write an examination or to attend their graduation ceremony in a professional course of study approved by the Superintendent of Schools.

G.33.2 Leave for teachers having at least five (5) years' seniority with this Board to a maximum of ten (10) prescribed school days with pay at the end of June shall, subject to operational requirements, be allowed for a professional course of study approved by the Superintendent of Schools or his/her designate. A teacher who requests such a leave must submit, with his/her request, verification of acceptance into the course of studies, and confirmation of the date the course of study begins. There shall be a maximum of two (2) teachers on leave per year under this Article.

ARTICLE G.34 EDUCATION LEAVE - LONG TERM

G.34.1 The Board shall, subject to operational requirements, grant a leave of absence without pay for a period of one (1) year in the first instance with a possible extension of a further year, for the purpose of attending a recognized university with a view to improvement of professional qualifications.

G.34.2 The Board may also consider applications for assisted leave from teachers with a minimum of five (5) years' service in this district. If such leave is granted, the teachers on leave shall receive a minimum assistance of \$3,000, provided they return to a position in this district for at least one (1) year following the leave.

G.34.3 A teacher requesting such leave shall have been in continuous employ of the Board for a minimum of three (3) years prior to being granted long term educational leave.

- G.34.4 There shall be a maximum of three (3) teachers on leave per year granted under this article.
- G.34.5 Applications must be received by the Superintendent by March 30th in the calendar year in which the leave is to commence.
- G.34.6 Successful applicants shall be selected on a "first come first served" basis.
- G.34.7 A teacher who has been granted leave under this section shall not be eligible for another leave under this clause until completion of three (3) years of continuous service after returning from the original leave.
- G.34.8 Upon successful completion of the courses and provided the teacher returns to a position in this district for at least one (1) year following the leave, the Board shall reimburse the teacher for its share of MSP, MSA, Dental and Group Life for the first year of a leave under this clause, as well as 50% of the Board's share of the Teachers' Pension Plan for the first year of a leave under this clause.
- G.34.9 The Board shall endeavour to assign a teacher returning from leave under this section to a comparable assignment to that which was held before commencing the leave.

ARTICLE G.35 GENERAL LEAVE - LONG TERM

- G.35.1 Leave of absence without pay shall, subject to operational requirements, be granted for a period not to normally exceed one (1) year for the following reasons:
- a. Secondment to the Ministry of Education;
 - b. Service with a post-secondary institution;
 - c. For personal reasons acceptable to the Board.
- G.35.2 Applications shall be submitted prior to April 30th of the year in which the leave is to commence.
- G.35.3 A teacher intending to return from general leave of absence shall notify the Board in writing no later than March 31st of that year of the intention to return from leave of absence.
- G.35.4 For good and sufficient reason and subject to operational requirements, a teacher may request and, at the discretion of the Board, be granted an additional one (1) year leave under this article.

PROVINCIAL LETTERS OF UNDERSTANDING/INTENT

LETTER OF INTENT No. 1

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Formalization of Middle School Provisions

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 1

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

Re: Designation of Provincial and Local Matters

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

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

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

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

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

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

Appendix 1 PROVINCIAL MATTERS
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Appendix 1 – Provincial Matters

Housekeeping — Form Issues

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

Section A — The Collective Bargaining Relationship

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

- 13. Staff Representatives
 - 3.51 *Representatives, School Staff*
 - 3.52 *Chief Delegates, Union Staff Representatives, Representation,*

Due Process Right to Representation

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

Section B — Salary and Economic Benefits

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

Special Placement

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

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

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

Section C — Employment Rights

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

Section D — Working Conditions

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

- 3.46 *Reports (Teacher) on Students*
- 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*
- 1.73 *Conference Days - Parent Teacher*
- 3.50 *Closure of Schools for Health or Safety Reasons*

- 4. Duration of School Day
 - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
 - 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*

- 5. Supervision Duties
 - 1.97 *Duty Free Lunch Hour, Noon Hour Supervision, Supervision Duties*

- 6. Availability of Teacher on Call
 - 1.95 *Availability of Substitute Teachers and Hiring Practices*

- 7. Teacher on Call Working Conditions
 - 3.30 *Substitute Teacher Working Conditions*

- 8. Mentor/Beginning Teacher Program
 - 1.4 *Student Teachers, Beginning Teachers, Mentorship Program*
 - 1.72 *Orientation, Teacher, Employee*

- 9. Child Care for Work Beyond Regular Hours
 - 1.35 *Day Care; Child Care*

- 10. Home Education
 - 1.42 *Home Education, Suspended Students, Hospital/Homebound Teachers*

- 11. Itinerant Teachers
 - 1.36 *Definition of Teachers, Itinerant Teachers*

- 12. Space and Facilities
 - 1.110 *space and facilities*

- 13. Non-traditional Worksites
 - 1.3 *Adult Education, Storefront Schools, Satellite School Programs*

- 14. Correspondence Courses
 - 1.33 *Correspondence School*

- 15. Technological Change
 - 3.31 *Adjustment Plan - Board Introduced Change; Technological Change; Library Resource Automation*

- 16. Hearing and Medical Checks
 - 1.105 *Medical Examinations, Tests, Screening for TB; Medical Tests - Hearing*

- 17. Services to Teachers
 - 1.107 *School Services to Teachers, Like Translation*

- 18. Inner City Schools
 - 2.9 *Use of Inner City School Funds*

Section E — Personnel Practices

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

3.44 *Employee Terminating Employment*

Section F — Professional Rights

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

Section G — Leaves of Absence

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

- 1.52 *Care of Dependents Child or Relative - Emergency or Long Term Chronic - Leave, Emergency Leave for Family Illness, Compassionate Leave*
8. Discretionary Leave
1.54 *Short Term - Leave, Discretionary; General; Personal*
9. Leave for Elected Office and Community Service
1.49 *Community Service; Search and Rescue Leave*
1.51 *Election Leave, Political Leave*
10. WCB Leave With Pay
1.21 *WCB*
1.67 *Worker's Compensation - Leave*
11. Early Retirement Incentive Plan - separate from B
12. Leave of Absence Incentive Plan
1.47 *Absence Incentive Plan - Leave*
13. Religious Holidays
1.62 *Religious Holiday - Leave*
14. Leave to Attend Retirement Seminars
1.112 *Leave to Attend Retirement Seminars*
15. Leave for Communicable Disease
1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
16. Leave for Conference Participation
1.113 *Leave for Conference Participation*
17. Leave for Competitions
1.55 *International Amateur Competition, Sports Competition Leave*
18. Leave for Visiting Exchange Teachers (needs broader title)
1.59 *Dept. of Defence, Exchange Teacher; Outside Assignment, Secondment, Detached Duty - Leave, Resource Teacher Assignment*
19. Leave for University Convocations (needs broader title)
1.64 *Citizenship, Marriage, Special Circumstances, Grad, Weather Leaves*
20. Leave for Blood, Tissue and Organ Donations
1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
21. Leave for Exams
1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading,- Board Directed*
22. Miscellaneous Leaves with cost
1..58 *Other - Leave*
1.106 *Committee - Detached Duty*

May 31, 1995 - Provincial

Appendix 2

LOCAL MATTERS

Appendix 2 – Local Matters

Housekeeping - Form

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

Section A — The Collective Bargaining Relationship

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

Section B — Salary and Economic Benefits

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

Section D — Working Conditions

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

Section E — Personnel Practices

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

Section F — Professional Rights

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

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

Section G — Leaves of Absence

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

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

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

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

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

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

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”
President
BC Teachers’ Federation

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

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

Professional Development

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

Professional Development:

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

For BCTF:
“R. Worley”

For BCPSEA:
“K. Halliday”

Date: Original April 23, 1997

Amended by *Education Services Collective Agreement Amendment Act, 2004*

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

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

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

Dated this 7th of October, 1997.

British Columbia Teachers’ Federation

British Columbia Public School
Employers’ Association

“R. Worley”

“K. Halliday”

LETTER OF UNDERSTANDING NO. 2

Between:

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

And:

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

Re: Approved list of arbitrators for:

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

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

John Kinzie
Judi Korbin
Robert Pekeles

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

Dated: August 14, 2007

Originals signed by:

Irene Lanzinger
For the BCTF

Jacquie 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).

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

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

Notwithstanding the Federation's view on these matters, on a without prejudice and precedent basis to the Federation's overall position in respect of Bill 27 "Education Services Collective Agreement Act" and Bill 28 "Public Education Flexibility and Choice Act", including any legal or other challenges, and to any future amalgamation of school districts or local agreements consolidated as a result of amalgamation, the parties agree to the following transitional issues with respect to the implementation of Section 4 of Bill 27.

1.0 RATE OF PAY MAINTENANCE

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

1.1 Continuing Employees

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

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

Example:

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

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

- a. Appeals against the intended grid placement shall be heard by a committee consisting of an employee covered by the Column C agreement and an employee covered by the Column A agreement, as designated by the respective locals prior to June 30, 2002, and a person designated by the Board.
- b. Appeals must be referred to the Board and the Union by October 15, 2002.
- c. Appeals not resolved by November 15, 2002, shall be referred to step 3 of the grievance procedure, Article A.6.

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

Sample Rate of Pay Maintenance Schedule:

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

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

- 1.1.5 A continuing employee identified in 1.1.4 above whose salary at June 30, 2002 (x) 1.025 (x) 1.025 remains greater than what he/she would receive according to his/her salary in the Column A agreement at July 1, 2003, shall continue to receive the difference in equal monthly installments until June 30, 2004 and any bridging period pursuant to Article A. 1.2.
- 1.1.6 A continuing employee who, except for his/her involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above shall, upon recall or assignment to a term/temporary or continuing contract of employment, receive any salary differential in equal monthly installments for any time he/she is employed.
- 1.1.7 A continuing employee who, except for his/her involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above, shall, if subsequently employed as a Teacher on Call, be placed on the "Teacher on Call Schedule" at the daily rate he/she would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have his/her daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.
- 1.1.8 The following describes the calculation for 1.1.4 and 1.1.5 above:

Year	Column A Agreement	Column C Agreement
02-03	Placement on grid according to Category and experience earned at June 30, 2002 = A.1	Salary at June 30, 2002 x 1.025 = B.1
	<ul style="list-style-type: none"> ▪ (B.1 – A.1 = Difference/10= Monthly Installment) 	
03-04	Placement on grid according to Category and experience earned at	B.1 x 1.025 = B.2

June 30, 2003 = A.2

- $(B.2 - A.2 = \text{Difference}/10 = \text{Monthly Installment})$

- Notes:
1. *For 12-month pay schedules, the divisors will be 12.*
 2. *The above calculation presumes that increments are applied on September 1. When an increment is applied on a date other than September 1, the monthly instalment will be adjusted to reflect the salary and increment value of the Column A agreement.*
 3. *Please refer to Appendix "A" for examples.*

1.2 Term/Temporary Employees

- 1.2.1 A term/temporary employee covered by a Column C agreement who has worked in term/temporary assignment(s) which, in the aggregate, equal(s) a minimum of .5 FTE during the 2001-2002 school year shall have his/her name added to the Rate of Pay Maintenance Schedule as appropriate.
- 1.2.2 A term/temporary employee identified in paragraph 1.2.1 above, who is appointed to a term/temporary or continuing contract of employment, shall receive the monthly installment outlined in paragraphs 1.1.4 and 1.1.5 above for any time he/she is employed between July 1, 2002 and July 30, 2004 and any bridging period pursuant to Article A. 1.2.
- 1.2.3 A term/temporary employee covered by paragraph 1.2.1 above, shall, if subsequently employed as a Teacher on Call, be placed on the "Teacher on Call Schedule" at the daily rate he/she would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have his/her daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.

1.3 Teachers on Call

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

Sample Teacher on Call Schedule:

Name	Daily Rate Effective June 30,
------	-------------------------------

	2002
First	\$159.64
First	\$166.70

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

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

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

1.4 Employees Hired After June 30, 2002

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

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

2.0 SICK LEAVE CREDITS

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

3.0 SENIORITY LISTS - DISTRICT-WIDE

Seniority lists shall be established on a district-wide basis. The local parties shall compile and forward the district-wide seniority list to the provincial parties. For administrative purposes, the local parties may establish administrative lists from the district-wide seniority list which set out the relative seniority of employees by geographic region.

4.0 STAFFING PROVISIONS - TRANSITIONAL EFFECTIVE DATE

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

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

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

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

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

5.0 GEOGRAPHICAL BOUNDARIES - STAFFING PROVISIONS

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

6.0 LEAVES COMMENCING PRIOR TO JULY 1, 2002

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

7.0 SALARY PLANS

7.1 Deferred Salary Plan

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

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

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

8.0 BENEFIT PLANS - TURNOVER DATE

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

September 30, 2002 and the benefit plans under the Column A agreement would then start to apply on October 1, 2002.

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

9.0 INCLUSIONS

9.1 List

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

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

9.2 School District No.8 (Kootenay Lake)

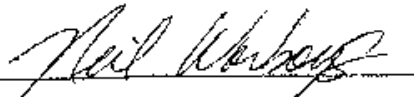
Non-certificated teacher replacements are currently included in the Column C agreement and are members of the teachers' bargaining unit but are not included in the Column A agreement.

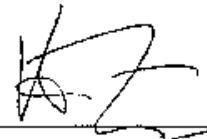
9.3 Application

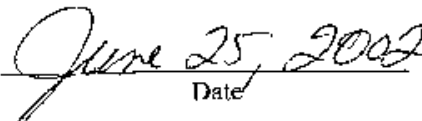
- 9.3.1 After June 30, 2002, in the geographical area of the former Column C agreement, all employees listed in 9.1 and 9.2 above shall remain, or, in the case of new employees, shall become, members of the teachers' bargaining unit and the BCTF.
- 9.3.2 BCPSEA and the BCTF shall determine the terms and conditions of employment for the employees identified in 9.1 and 9.2 above. Should the parties be unable to reach agreement, the terms of Article A. 1.4 of the collective agreement shall apply.
- 9.3.3 In the geographical area of the former Column A agreement, employees listed in the above classifications shall not become members of the bargaining unit except through the processes provided in the Labour Code.

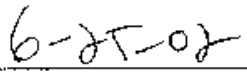
9.4 School District No.79 (Cowichan Valley)

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


British Columbia Teachers' Federation


British Columbia
Public School Employers' Association


Date


Date

**Appendix "A" to
LOU Re: Re: Section 4 of Bill 27**

School District No. 5

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

TOS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
4	0	\$33,744	\$34,588	\$35,452	\$36,338
4	1	\$35,547	\$36,438	\$37,347	\$38,280
4	2	\$37,350	\$38,284	\$39,241	\$40,222
4	3	\$39,153	\$40,132	\$41,135	\$42,163
4	4	\$40,956	\$41,980	\$43,029	\$44,105
4	5	\$42,759	\$43,828	\$44,924	\$46,047
4	6	\$44,562	\$45,676	\$46,818	\$47,988
4	7	\$46,365	\$47,524	\$48,712	\$49,930
4	8	\$48,168	\$49,372	\$50,607	\$51,872
4	9	\$49,971	\$51,220	\$52,501	\$53,813
4	10	\$51,774	\$53,068	\$54,395	\$55,755

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

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

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

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

* Monthly installment assumes annual salary paid over 10 months

School District No. 5

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

TQS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
5	0	\$38,378	\$39,357	\$40,321	\$41,329
5	1	\$40,513	\$41,526	\$42,564	\$43,628
5	2	\$42,648	\$43,714	\$44,807	\$45,927
5	3	\$44,783	\$45,903	\$47,050	\$48,226
5	4	\$46,918	\$48,091	\$49,393	\$50,526
5	5	\$49,053	\$50,279	\$51,536	\$52,825
5	6	\$51,188	\$52,468	\$53,779	\$55,124
5	7	\$53,323	\$54,656	\$56,022	\$57,423
5	8	\$55,458	\$56,844	\$58,266	\$59,722
5	9	\$57,593	\$59,033	\$60,509	\$62,021
5	10	\$59,728	\$61,221	\$62,752	\$64,321

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

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

Example #4 Teacher hired under old PLA S.D. 1 - Cat. 5+, Step 10 = \$62,976 on June 30, 2002

Salary grid does not contain Category 5+, therefore placed on Category 5

Placed on new scale	1-Jul-02	5.10	\$62,752	Compare with \$62,976 +2.5%	Annual Difference	Monthly Installment*
	1-Jul-03 <td>5.10 <td>\$64,321</td> <td>\$64,550</td> <td>\$1,798</td> <td>\$180</td> </td>	5.10 <td>\$64,321</td> <td>\$64,550</td> <td>\$1,798</td> <td>\$180</td>	\$64,321	\$64,550	\$1,798	\$180
				\$66,154	\$1,843	\$184

* Monthly Installment assumes annual salary paid over 10 months

LETTER OF UNDERSTANDING No. 3.b

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

The parties agree that the amounts paid to employees at June 30, 2006, pursuant to the "Rate of Pay Maintenance" provisions of the Letter of Understanding (June 25, 2002) shall continue through the term of this Agreement. Those same amounts shall be increased by the same percentage increases as are applied to the Column A salary grids in the applicable district.

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 4

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

Re: Early Incentive Payment

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: One Time Payment to Teacher Inflation Adjustment Account

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

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

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 6

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

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

Original signed by:

Brian Kennelly
BCTF Co-Chief Negotiator

Jacquie Griffiths
BCPSEA Chief Negotiator

Suzie Mah
BCTF Co-Chief Negotiator

LETTER OF UNDERSTANDING No. 7

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Articles Housekeeping Committee

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 8

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Updating the Provincial Collective Agreement Mid-Contract Modification Process

1. Further to our discussions of June 25, 2006, we write to confirm that we have jointly agreed that effective July 1, 2007 or at an earlier time agreed to by the local and the employer, and continuing until four (4) months prior to the expiry of this collective agreement, both parties will amend their respective mid-contract modification processes. Specifically, we have agreed that neither BCPSEA or the BCTF will reject any mid-contract modifications proposed by the local parties which achieve one or more of the following purposes (and no other purposes):
 - a. The elimination of out-of-date references to terms, dates or other matters;
 - b. The updating of collective agreement language that is either no longer relevant or functional; or
 - c. The resolution of internal inconsistencies and incongruities within individual agreements.
2. As discussed, nothing in this letter permits the local parties to make amendments to common provincial language.
3. Finally, we confirm that any disputes regarding the rejection by one of the provincial parties of a proposed change on the basis of non-compliance with paragraph 1 parts a, b & c above shall be referred to Irene Holden for facilitation and resolution.

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Rehabilitation Committee

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Benefits Review Committee

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

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 11

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

Re: 2008 Salary Harmonization

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

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 12

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

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

Remote Recruitment & Retention Allowance:

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

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

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 15

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

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

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

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

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

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

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

Original Signed by:

Jacquie Griffiths
BC Public Employers' Association

Jim Iker
BC Teachers' Federation

January 14, 2008

January 21, 2008

LETTER OF UNDERSTANDING No. 16

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

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Original Signed by:

Jacquie Griffiths
BC Public Employers' Association

March 12, 2008

Irene Lanzinger
BC Teachers' Federation

March 13, 2008

LETTERS OF UNDERSTANDING REGARDING AMALGAMATION

Memorandum Of Settlement

Between:

British Columbia Public School Employers' Association (BCPSEA)

And:

British Columbia Teachers' Federation (BCTF)

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

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

1.0 Union Recognition

- 1.1 For collective agreement purposes, BCPSEA and each employer recognize one (1) local union/association per School District (Article A.2).
- 1.2 The organization of a local union/association and matters of how its authority/responsibilities are framed or delegated are matters within the exclusive authority of the BCTF and the local union/associations. Subject to PELRA and the exclusive bargaining agency of the BCTF, the local union/association designated by the BCTF has the exclusive right to exercise the local rights and capacities delegated by the BCTF pursuant to PELRA.
- 1.3 For purposes of recognition (Article A.2), upon written notice by the BCTF pursuant to Section 8 of PELRA, a new local union/association in the district succeeds and replaces the previously recognized union/association.
- 1.4 Nine (9) new local union/associations have been created:
 1. the "Cranbrook and Fernie Teachers' Association";
 2. the "Rocky Mountain Teachers' Association";
 3. the "Kootenay Lake Teachers' Association";
 4. the "South Okanagan Similkameen Teachers' Union";
 5. the "Nicola Valley and Princeton Teachers' Union";
 6. the "Cowichan Valley Teachers' Federation";
 7. the "Coast Mountain Teachers' Federation";
 8. the "North Okanagan Shuswap Teachers' Association"; and
 9. the "Burns Lake and Nechako Teachers' Union";

As a result,

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

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

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

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

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

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

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

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

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

- 1.5 For grievances from the Column C geographical area, it is understood that the language from the Column C agreement would apply for incidents which crystallized prior to July 1, 2002. The BCTF will provide BCPSEA with a list of such grievances. Should the date of crystallization be unclear, further discussions by the provincial parties shall take place.

2.0 Union Membership

- 2.1 With the exception of the exempted employees referred to in Article A.3.2, as a condition of employment (Article A.3), employees covered by the teachers' collective agreement must become and remain members of the BCTF and the local Union/Association recognized and named in Article A.2 of the collective agreement.
- 2.2 The active membership application form prepared by the Union will require membership in the BCTF and the recognized local Union/Association. Should the recognized local Union/Association require membership in another Union/Association/organization as a condition of their membership in the BCTF and/or recognized local Union/Association, such membership requirement for these organizations can be included on this form.
- 2.3 As a result,
- SD No. 5 (Southeast Kootenay) – as a condition of employment, teachers will become and remain members of the BCTF and the Cranbrook and Fernie District Teachers' Association.
- SD No. 6 (Rocky Mountain) – as a condition of employment, teachers will become and remain members of the BCTF and the Rocky Mountain Teachers' Association.
- SD No. 8 (Kootenay Lake) – as a condition of employment, teachers will become and remain members of the BCTF and the Kootenay Lake Teachers' Federation.
- SD No. 53 (Okanagan-Similkameen) – as a condition of employment, teachers will become and remain members of the BCTF and the South Okanagan Similkameen Teachers' Union.
- SD No. 58 (Nicola-Similkameen) – as a condition of employment, teachers will become and remain members of the BCTF and the Nicola Valley and Princeton Teachers' Union.
- SD No. 79 (Cowichan Valley) – as a condition of employment, teachers will become and remain members of the BCTF and the Cowichan Valley Teachers' Federation.
- SD No. 82 (Coast Mountains) – as a condition of employment, teachers will become and remain members of the BCTF and the Coast Mountain Teachers' Federation.
- SD No. 83 (North Okanagan-Shuswap) – as a condition of employment, teachers will become and remain members of the BCTF and the North Okanagan Shuswap Teachers' Association.
- SD No. 91 (Nechako Lakes) – as a condition of employment, teachers will become and remain members of the BCTF and the Burns Lake and Nechako Teachers' Union.

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

3.0 Local and BCTF Dues Deductions

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

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

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

3.4 As a result,

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

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

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

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

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

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

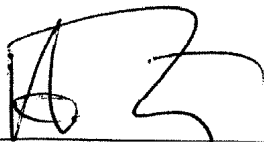
SD No. 82 (Coast Mountains) – The Coast Mountain Teachers' Federation shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

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

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


4.0 Effective Date

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



BCPSEA

Date: 9th October 2003



BCTF

Date: 8th October 2003

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

/jr/utfe/iwa 1-3567

LOCAL LETTERS OF UNDERSTANDING/INTENT

Letter of Understanding No. 5 (May 7, 1993):

Intentionally Left Blank: Removed by Legislation

Letter of Understanding No. 6 (May 7, 1993):

Intentionally Left Blank: Removed by Legislation

Letter of Understanding No. 7 (September 14, 2000):

Between:

Nicola-Similkameen Teachers' Interim Council No. 58 (the Council)

And

The British Columbia Teachers' Federation

And

The Board of School Trustees of School District No. 58 (Nicola Similkameen)(The Board)

And

The British Columbia Public School Employer's Association (BCPSEA)

Re: Speech/Language Pathologists

Whereas the Labour Relations Board on December 20, 1995, granted a variation in the certification of the BCTF to include all Speech/Language Pathologists employed by the Board in the area of former School District No. 31 (Merritt).

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

1. The Collective Agreement as it relates to employees in the area of former School District No. 31 (Merritt) shall apply in full to speech/language pathologists except where the agreement language relates solely and exclusively to classroom based assignments or where modified specifically by this Letter of Understanding. Where the term "teacher" is used in a provision in the Collective Agreement, that provision applies to speech/language pathologists, except where amended by this Letter.
2. The parties agree that Article C.27.3 does not have application to speech/language pathologists.
3. The parties agree to amend Article D.27 Staff Meetings by adding the following:

"Despite the foregoing, staff meetings for speech/language pathologists may be held on any work day within the work year as established by Article D.20.1"

4. The parties agree to amend Article D.20.1:

“The work year for speech/language pathologists shall not exceed the total number of days in session established for teachers pursuant to Article D.20.1 between July 1 and June 30, provided that no days of work may be scheduled during the Christmas or the spring break without the agreement of the employee.”

5. The parties agree that Article B.20 Placement on Schedule shall be amended by adding Article B.20.1 as follows:

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

6. The parties agree that Article B.20 Placement on Schedule shall be amended by adding B.20.16 as follows:


“Experience recognition shall be granted in accordance with the applicable provisions of this Article B.20 for professional employment as a speech/language pathologist or physiotherapist in a school district, hospital, clinic or government funded agency, provided that employment shall be deemed to be equivalent to one full work year as follows:

- a. for school district employment, ten (10) months,
- b. for other employment, twelve (12) months,”

7. The parties agree that Article B.24 Payment Beyond School Year shall be amended by adding the following as Article B.24.3:

“Speech/language pathologists who work more than the total number of days in the work year established pursuant to Article D.20.1 shall be reimbursed pursuant to Article B.24.2”

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

Date: 09/14/00

For the Council


For BCTF


For the Board

For BCPSEA

SCHEDULE "A" DEFERRED SALARY LEAVE PLAN

1. DEFINITIONS

"Accrued Interest" means the amount of interest earned in accordance with clause 3.3 on the monies retained by the Board on behalf of the Participant, calculated from:

- (a) the first day any of such monies have been received by the eligible financial institution, or
- (b) the last date to which interest has been paid in accordance with clause 3.5.

whichever is later.

"Agreement" means the agreement(s) in force from time to time between the Board and the Union.

"Union" means the party of the second part referred to in the Agreement to which the Plan is a schedule.

"Board" means the party of the first part referred to in the Agreement to which this Plan is a schedule.

"Committee" means a committee as defined by agreement between the Union and the Board.

"Contract Year" means the 12-month period from July 1 to June 30.

"Current Compensation Amount" means the total compensation payable by the Board to the Participant for the contract year, including his/her proper salary and all allowances in accordance with the agreement(s) in force.

"Deferral Period" shall be the number of years not to exceed five (5) years for which compensation is deferred in accordance with clause 3.1, including the years referred to in clauses 4.4 and 4.5, if applicable.

"Deferred Compensation Amount" means the portion of the Current Compensation Amount which is retained by the Board for a Participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3 but less all interest paid to the Participant in accordance with clause 3.5.

"Eligible Teacher" means a teacher represented by the Nicola Valley and Princeton Teachers' Union and employed by the Board on a continuing contract or an Administrative Officer employed by the Board.

“Eligible Financial Institution” means any Canadian chartered bank, any trust company authorized to carry on business in the Province of British Columbia, and any credit union authorized to carry on business in the Province of British Columbia.

“Leave of Absence” means the 12-month period described in clause 4.1.

“Memorandum of Agreement” means the agreement described in Schedule “B”.

“Participant” means an Eligible Teacher who has completed a Memorandum of Agreement (Schedule “B”) and whose application for participation in the Plan has been approved by the Board in accordance with clause 2.2.

“Plan” means the Self-Funded Leave Plan set out in this schedule, and includes all amendments thereto.

“Superintendent” means Superintendent of Schools.

2. APPLICATION:

2.1 FORMAL APPLICATION

In order to participate in the Plan, an Eligible Teacher must make written application by way of Schedule “B” to the Superintendent of Schools on or before January 31, or at a date otherwise agreed between the Board and the Union, stating the date when the Eligible Teacher wishes the deferrals to commence.

2.2 APPROVAL

The approval of each application made under clause 2.1 shall rest solely with the Board. The Superintendent of Schools shall, by May 15 of that year, or at a date otherwise agreed between the Board and the Union, advise each applicant of the Board’s approval or disapproval of his/her application, and if the latter, an explanation therefore.

2.3 DATE OF PARTICIPATION

If the Board gives its approval in accordance with clause 2.2, the participation of the Eligible Teacher in the Plan will become effective on the date requested by the Eligible Teacher, or if such date is not agreed to by the Board, then on a date which is agreed to by the Board and the Eligible Teacher.

3. FUNDING FOR LEAVE OF ABSENCE

Funding for the Leave of Absence shall be as follows:

3.1 COMPENSATION DEFERRED

During each year of the deferral period, the participant will receive his/her Current Compensation Amount, less the percentage amount which the Participant has specified in the Memorandum of Agreement for the school year in question which is to be retained by the Board and less statutory deductions and other withholdings. Such percentage amount may be varied, subject to clause 3.2, by giving written notice to the Board at least one (1) months prior to July 1 in any year for the next or subsequent years.

3.2 MAXIMUM PERCENTAGE DEFERRED

The percentage of the Annual Compensation Amount deferred by the Participant cannot exceed thirty-three and one third percent (33 1/3%)

3.3 INVESTMENT OF DEFERRED COMPENSATION

The monies retained by the Board for each Participant, in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.5) shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by an Eligible Financial Institution. The Committee shall choose such Eligible Financial Institution and in making such determination the Board, the Union and members of the Committee shall not be liable to any Participant for any investments made which are authorized by this clause. The monies shall be forwarded to the Eligible Financial Institution within fifteen (15) calendar days.

3.4 INSOLVENCY

In the event that any of the monies retained and invested pursuant to the terms of this Plan be lost by reason of insolvency of the Eligible Financial Institution, the Board shall not be obliged to pay the participants any further amounts in respect to services for the deferral period.

3.5 PAYMENT OF ACCURED INTEREST

The Eligible Financial Institution shall pay the accrued interest on each December 31 to the participant.

3.6 REPORTING TO PARTICIPANTS

The Board shall make, not later than July 31 of each year, an annual report to each participant as to the Deferred Compensation Amount held as at June 30.

3.7 ADMINISTRATIVE EXPENSES

The Board will bear the administrative expenses of the Plan.

4. TAKING OF LEAVE OF ABSENCE

The taking of a Leave of Absence shall be governed by the following provisions:

4.1 QUALIFICATION TO PARTICIPATE

The Leave of Absence shall occur according to, and be governed by, a separate agreement then in force between the Board and the Union.

4.2 MANNER OF PAYMENT DURING LEAVE

The time and manner of payment to the Participant during the Leave of Absence, shall be in instalments commencing September 30, being approximately equal to one tenth of the monies held by the Board for the Participant in accordance with clause 3.1 as determined at the beginning of the Leave of Absence. in no event shall payment be made more frequently than monthly, and all amounts payable shall be paid to the Participant no later than the end of the first taxation year that commences after the end of the deferral period.

4.3 AMOUNT OF PAYMENT DURING LEAVE

The total of the payments to be made to a Participant in accordance with clause 4.2 during a Leave of Absence shall be the Deferred Compensation Amount retained by the Board, but less any monies required by law to be paid by the Board for or on behalf of a Participant. The Participant shall not receive any salary from the Board during the Leave other than the Deferred Compensation Amount.

4.4 BOARDS RIGHT TO DEFER LEAVE

If the Board is unable to obtain a suitable replacement for a Participant for the period of a Leave of Absence specified by the Participant, the Board upon not less than six (6) months notice prior to the scheduled date for the commencement of the Leave, may in its discretion, defer the Leave of Absence on one occasion for one school year. In such case, the Participant may choose to remain in the Plan or he/she may withdraw from the Plan, in which case the Board shall pay to the Participant the Deferred Compensation Amount in one lump sum payment within sixty (60) days of such withdrawal.

4.5 PARTICIPANTS RIGHT TO DEFER LEAVE

Notwithstanding the period of Leave specified in the Memorandum of Agreement, a Participant may, on one occasion only, with the consent of the Committee given not less than six (6) months prior to the scheduled date, for the commencement of the Leave, postpone such Leave for one year.

4.6 YEAR'S LEAVE OF ABSENCE

The year's Leave of Absence shall immediately follow the Deferral Period.

4.7 RETURN TO EMPLOYMENT

The participant shall return to employment with the Board or with an employer that participates in the same or a similar plan to fund leaves of absence for a period not less than the period of Leave.

5. FRINGE BENEFITS

5.1 PAYMENT

During a Leave of Absence, the responsibility for payment of premiums for fringe benefits for a Participant shall be as set forth in the agreement then in force between the Board and the Union governing such matters. Where a Participant is obligated to pay the cost of any fringe benefit during the Leave of Absence, by way of the Ancillary Agreement, the Board shall pay such cost on behalf of the Participant on his/her request and deduct the monies so paid from the monies otherwise payable to the Participant during the Leave of Absence.

5.2 SICK LEAVE CREDITS

Sick Leave credits will be as set out in the School Act.

5.3 SUPERANNUATION

The Board is not responsible for Superannuation contributions during the Leave of Absence.

6. WITHDRAWAL

6.1 UPON TERMINATION OF EMPLOYMENT

A Participant who ceases to be employed by the Board must withdraw from the Plan.

6.2 CONSENT REQUIRED

In extenuating circumstances, such as financial hardship, and with the consent of the Board, a Participant may withdraw from the Plan at any time prior to March 31 in the year in which the Leave of Absence is scheduled to occur.

6.3 PAYMENT

Upon termination of employment and/or withdrawal from the Plan, the Board shall pay to the Participant the deferred Compensation Amount, including any unpaid interest, within sixty (60) days or, at the option of the Participant, at a later date but no later than the end of the first taxation year that commences after the end of the deferral period. Upon such payment being made, the Board shall have no further liability to the Participant.

6.4 UPON DEATH

Should a Participant die, the Board shall, within sixty (60) days of notification of such death to the Board, pay the Deferred Compensation Amount to the Participant's estate, subject to the Board receiving any necessary clearances and proofs normally required for payment to estates.

7. SUSPENSION FROM PARTICIPATION IN THE PLAN

7.1 NOTICE TO SUSPEND

A Participant may on one occasion while he/she is participating in the Plan give notice to the Board stating that the Participant wishes to suspend his/her participation in the Plan for a period of one year as at September 1 which immediately follows such notice, in which case the Board shall pay the Current Compensation Amount to the Participant as if he/she were not participating in the Plan for such year, but the amounts previously retained by the Board and interest thereon in accordance with clause 3.3 (but less all interest paid to the Participant in accordance with clause 3.5) shall continue to be held by the Board until the Participant withdraws from the Plan or takes a Leave of Absence.

7.2 REINSTATEMENT

If a Participant has given notice in accordance with clause 7.1, the Participant's participation in the Plan shall be reinstated commencing on September 1 which immediately follows the year in which his/her participation has been suspended. The suspended year shall form part of the maximum 5 year deferral period.

8. TERMINATION

8.1 BY AGREEMENT

The Plan may be amended or terminated by agreement between the Board and the Union. Any amendment(s) shall be binding upon all present and future Participants.

8.2 NOT TO PREJUDICE RULING

No amendment shall be made to the Plan which will prejudice any tax ruling which is applicable to the Plan prior to the amendment.

8.3. ANCILLARY AGREEMENT

The matters of the composition of the Committee, the assignment on return from leave, the salary and benefits after the leave and the payment of fringe benefits during the leave shall be dealt with through the attached Ancillary Agreement between the Board and the Union.

Index

A

ACCESS TO INFORMATION	17
ACCESS TO WORKSITE	17
ADMINISTRATION OF MEDICATION	54
ADOPTION.....	70, 71
ALLOWANCES	32
SALARY INDEMNITY PLAN	25
ALTERNATE SCHOOL CALENDAR	47
APPOINTMENTS	
CONTINUING	40
PART-TIME.....	41
TEMPORARY.....	41
AVAILABILITY OF TEACHERS ON CALL	51

B

BARGAINING UNIT	14
BCTF DUES DEDUCTION	9
BEGINNING TEACHERS	53
BENEFITS	
DENTAL	29
EXTENDED HEALTH	28
MEDICAL SERVICES	29
BEREAVEMENT LEAVE	73
BOARD REMITTANCES OF COLLEGE FEES	34
BUDGET PROCESS.....	53
BULLETIN BOARDS	17

C

CANADA SAVINGS BOND PAYROLL DEDUCTIONS	34
CATEGORY 5+	30
COLLEGE FEES	34
COMMITTEE MEMBERSHIP	9
COMPASSIONATE CARE LEAVE	68
CONTRACT NEGOTIATION	15
COPIES OF AGREEMENT.....	16
CURRICULUM IMPLEMENTATION	66

D

DEFERRED SALARY LEAVE PLAN	29, 69, 128
DENTAL PLAN.....	29
DISCIPLINE, SUSPENSION/DISMISSAL FOR MISCONDUCT	44
DISCRETIONARY LEAVE.....	72
DISCRIMINATION.....	63
DUES DEDUCTION	9

E

EDUCATION LEAVE - LONG TERM	74
EDUCATION LEAVE - SHORT TERM	74
EI REBATE.....	24
ELECTED OFFICE.....	73
EMPLOYMENT ON CONTINUING CONTRACT	40
EVALUATION AND DISMISSAL PROCEDURES BASED ON PERFORMANCE.....	42
EXCLUSIONS FROM THE BARGAINING UNIT.....	14

EXTRA-CURRICULAR ACTIVITIES	51
F	
FALSELY ACCUSED EMPLOYEE ASSISTANCE.....	64
FAMILY ILLNESS LEAVE.....	74
FILLING OF VACANCIES.....	59
FIRST AID.....	34
FUNDRAISING.....	54
G	
GENERAL LEAVE - LONG TERM.....	75
GRIEVANCE PROCEDURE.....	10
H	
HARASSMENT/SEXUAL HARASSMENT	55
HEALTH AND SAFETY	52
I	
IN-DISTRICT TEACHER EXCHANGES	61
INFORMATION, ACCESS TO.....	17
INSTRUCTIONAL DAY	50
INSURANCE.....	28
INSURANCE, GROUP LIFE	28
INTENTIONALLY LEFT BLANK: REMOVED BY LEGISLATION.....	47
INTERNAL MAIL.....	17
J	
JURY DUTY.....	72
L	
LABOUR DISPUTES	18
LAYOFF, RECALL, AND SEVERANCE	38
LEAVE	
ADOPTION.....	70
BEREAVEMENT.....	73
COMPASSIONATE CARE	68
CONTRACT NEGOTIATION - LOCAL.....	15
DEFERRED SALARY.....	29, 69, 128
DISCRETIONARY LEAVE	72
EDUCATION - LONG TERM.....	74
EDUCATION - SHORT TERM.....	74
ELECTED OFFICE.....	73
EXTENDED ADOPTION.....	71
FAMILY ILLNESS.....	74
GENERAL - LONG TERM	75
JURY DUTY	72
MATERNITY.....	71
PARENTHOOD	72
PATERNITY	70
PROVINCIAL CONTRACT NEGOTIATIONS	13
SELF-FUNDED	129
SICK	70
UNION BUSINESS - LONG TERM	15
UNION BUSINESS - SHORT TERM	15
WORKERS' COMPENSATION BOARD.....	73
LEGISLATIVE CHANGE.....	14

LETTERS OF UNDERSTANDING, AMALGAMATION	
RECOGNITION OF LOCAL UNION, DUES DEDUCTION AND MEMBERSHIP	119
LETTERS OF UNDERSTANDING, LOCAL	
REMOVED BY LEGISLATION	124, 125
SPEECH/LANGUAGE PATHOLOGISTS	126
LETTERS OF UNDERSTANDING, PROVINCIAL	
2008 SALARY HARMONIZATION.....	111
APPROVED LIST OF ARBITRATORS FOR D.3, D.5, LOU 1.....	92
ARTICLE B.12 CATEGORY 5+ TRANSITIONAL PROVISIONS	114
ARTICLE C.2 – PORTING OF SENIORITY & ARTICLE G.1 PORTABILITY OF SICK LEAVE – SIMULTANEOUSLY HOLDING PART-TIME APPOINTMENTS IN TWO DIFFERENT DISTRICTS	117
ARTICLE C.2. – PORTING OF SENIORITY – SEPARATE SENIORITY LISTS	115
BENEFITS REVIEW COMMITTEE.....	110
DESIGNATION OF PROVINCIAL AND LOCAL MATTERS	77
EARLY INCENTIVE PAYMENT	104
EMPLOYMENT EQUITY – ABORIGINAL EMPLOYEES.....	106
FISCAL DIVIDEND	113
FORMALIZATION OF MIDDLE SCHOOL PROVISIONS.....	76
ONE TIME PAYMENT TO TEACHER INFLATION ADJUSTMENT ACCOUNT	105
PROVINCIAL ARTICLES HOUSEKEEPING COMMITTEE	107
REHABILITATION COMMITTEE	109
SECTION 27.4 EDUCATION SERVICES COLLECTIVE AGREEMENT ACT.....	103
SECTION 4 OF BILL 27 EDUCATION SERVICES COLLECTIVE AGREEMENT ACT.....	93
TEACHER SUPPLY AND DEMAND INITIATIVES.....	112
UPDATING THE PROVINCIAL COLLECTIVE AGREEMENT MID-CONTRACT MODIFICATION PROCESS	108
LOCAL AND BCTF DUES DEDUCTION.....	9

M

MANAGEMENT RECOGNITION	18
MATERNITY LEAVE	71
MEDICAL SERVICES	29
MEDICATION, ADMINISTRATION OF	54
MEMBERSHIP REQUIREMENT.....	8
MIDDLE SCHOOLS	48
MILEAGE	28

N

NEW SCHOOL PLANNING.....	53
NO CONTRACTING OUT	16
NON-INSTRUCTIONAL DAYS	66
NON-SEXIST ENVIRONMENT	55
NOON TIME SUPERVISORS	50

O

OPTIONAL TWELVE-MONTH PAY PLAN.....	27
-------------------------------------	----

P

PARENTHOOD LEAVE.....	72
PART MONTH PAYMENTS AND DEDUCTIONS	33
PART-TIME TEACHERS' EMPLOYMENT RIGHTS.....	41
PART-TIME TEACHERS' PAY AND BENEFITS	32
PATERNITY LEAVE.....	70
PAY PERIODS	28
PAYMENT BEYOND SCHOOL YEAR	33

PERSONAL PROPERTY LOSS	26
PERSONNEL FILES	62
PICKET LINE PROTECTION	18
PLACEMENT ON SCHEDULE.....	31
PORTABILITY OF SICK LEAVE.....	68
POSTING OF POSITIONS.....	59
PREPARATION TIME.....	48
PREPARATION TIME.....	48
PRESIDENT RELEASE TIME	14
PRIVATE VEHICLE DAMAGE.....	26
PROFESSIONAL AUTONOMY.....	67
PROFESSIONAL DEVELOPMENT	65
PROPERTY DAMAGE	26
PROVINCIAL CONTRACT NEGOTIATIONS	13

R

RACE RELATIONS	63
REASSIGNMENT	60
RECOGNITION OF THE UNION	8
REGISTERED RETIREMENT SAVINGS PLAN	24
REGULAR WORK YEAR	49
REIMBURSEMENT FOR MILEAGE AND INSURANCE	28
REIMBURSEMENT FOR PERSONAL PROPERTY LOSS	26
RELEASE TIME FOR THE PRESIDENT	14
REMOVED BY LEGISLATION.....	47
RESIGNATION	35
RETRAINING.....	45
RIGHT OF RE-ENGAGEMENT.....	39

S

SAFETY AND HEALTH COMMITTEE.....	52
SALARY	19
SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION	24
SALARY INDEMNITY	29
SALARY INDEMNITY PLAN ALLOWANCE.....	25
SALARY SCHEDULE	
JULY 1, 2006	20
JULY 1, 2007	20
JULY 1, 2008	21
JULY 1, 2009	22
JULY 1, 2010	22
SCHOOL ACT APPEALS.....	62
SCHOOL STAFF REPRESENTATIVES.....	18
SECURITY OF EMPLOYMENT.....	39
SELF-FUNDED LEAVE PLAN	129
SENIORITY	36, 38
SENIORITY	35
SEVERANCE PAY.....	40
SEXUAL HARASSMENT	55
SICK LEAVE.....	70, 72
SIGNATURES	2
SPACE AND FACILITIES	53
STAFF COMMITTEES	52
STAFF MEETINGS.....	51
STAFF ORIENTATION	16
SUPERVISION DUTIES	50

SUPPLEMENTAL UNEMPLOYMENT BENEFITS PLAN	72
<i>T</i>	
TEACHER ON CALL HIRING PRACTICES	45
TEACHER ON CALL PAY AND BENEFITS	23
TEACHER ON CALL PROVISIONS	46
TEACHERS' ASSISTANTS	16
TECHNOLOGICAL CHANGE	52
TEMPORARY APPOINTMENTS	41
TERM, CONTINUATION AND RENEGOTIATION	7
TERMINATION	45
TWELVE-MONTH PAY PLAN	27
<i>U</i>	
UNION BUSINESS	
LONG TERM	15
SHORT TERM	15
<i>V</i>	
VACANCIES	
FILLING OF	59
<i>W</i>	
WORKER'S COMPENSATION BOARD LEAVE	73