

**2006-2011
PROVINCIAL COLLECTIVE AGREEMENT
Working Document**

between

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

as:

Bargaining agent for all the school boards and
authorities established under the School Act

and:

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

on behalf of:

All employees included in the bargaining unit established
under the Public Education Labour Relations Act (PELRA)

in:

SCHOOL DISTRICT NO. 60 (Peace River North)

Between

**THE BOARD OF SCHOOL TRUSTEES OF SCHOOL
DISTRICT NO. 60 (Peace River North)
(The "Employer")**

and

**THE PEACE RIVER NORTH TEACHERS' ASSOCIATION
(The "Local")**

EFFECTIVE JULY 1, 2006 TO JUNE 30, 2011

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

TABLE OF CONTENTS

SECTION A	THE COLLECTIVE BARGAINING RELATIONSHIP.....	6
ARTICLE A.1	TERM, CONTINUATION AND RENEGOTIATION.....	6
ARTICLE A.2	RECOGNITION OF THE UNION.....	7
ARTICLE A.3	MEMBERSHIP REQUIREMENT	7
ARTICLE A.4	LOCAL AND BCTF DUES DEDUCTION	7
ARTICLE A.5	COMMITTEE MEMBERSHIP.....	8
ARTICLE A.6	GRIEVANCE PROCEDURE	8
ARTICLE A.7	LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS	12
ARTICLE A.8	LEGISLATIVE CHANGE	12
ARTICLE A.20	UNION LEAVE.....	13
ARTICLE A.21	PICKET LINE PROTECTION	14
ARTICLE A.22	ON-SITE UNION RIGHTS.....	14
ARTICLE A.23	ACCESS TO INFORMATION.....	15
ARTICLE A.24	UNION REPRESENTATIVE RIGHTS	15
ARTICLE A.25	RIGHT TO REPRESENTATION.....	15
ARTICLE A.26	CONTRACT DISTRIBUTION	15
ARTICLE A.27	EXCLUSIONS FROM THE BARGAINING UNIT.....	16
ARTICLE A.28	NO CONTRACTING OUT	16
ARTICLE A.29	SCHOOL EDUCATION COMMITTEE	16
ARTICLE A.30	SPEECH AND LANGUAGE PATHOLOGISTS	17
SECTION B	SALARY AND ECONOMIC BENEFITS	18
ARTICLE B.1	SALARY	18
ARTICLE B.2	TEACHER ON CALL PAY AND BENEFITS	21
ARTICLE B.3	SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION.....	23
ARTICLE B.4	EI REBATE	23
ARTICLE B.5	REGISTERED RETIREMENT SAVINGS PLAN	23
ARTICLE B.6	SALARY INDEMNITY PLAN ALLOWANCE	24
ARTICLE B.7	REIMBURSEMENT FOR PERSONAL PROPERTY LOSS	25
ARTICLE B.8	OPTIONAL TWELVE MONTH PAY PLAN	25
ARTICLE B.9	PAY PERIODS	26
ARTICLE B.10	REIMBURSEMENT FOR MILEAGE AND INSURANCE	26
ARTICLE B.11	BENEFITS.....	27
ARTICLE B.12	CATEGORY 5+.....	28
ARTICLE B.20	HEAD TEACHER ALLOWANCE	30
ARTICLE B.21	PART-TIME TEACHERS' PAY AND BENEFITS	30
ARTICLE B.22	QUALIFICATION AND EXPERIENCE	31
ARTICLE B.23	POST OF ADDITIONAL OR SPECIAL RESPONSIBILITY.....	33
ARTICLE B.24	TEACHER-IN-CHARGE.....	34
ARTICLE B.25	ISOLATION ALLOWANCE.....	34
ARTICLE B.26	SUPERVISION ALLOWANCE	34
ARTICLE B.27	PART MONTH PAYMENTS AND DEDUCTIONS.....	35
ARTICLE B.28	EARLY RETIREMENT BENEFITS	35
ARTICLE B.29	TRAVEL ALLOWANCE.....	35

SECTION C	EMPLOYMENT RIGHTS	36
ARTICLE C.1	RESIGNATION	36
ARTICLE C.2	SENIORITY	36
ARTICLE C.20	TEACHING SECURITY/SEVERANCE PAY	39
ARTICLE C.21	TEMPORARY APPOINTMENTS.....	42
ARTICLE C.22	PART-TIME TEACHERS' EMPLOYMENT RIGHTS	42
ARTICLE C.23	TEACHER ON-CALL HIRING PRACTICES	42
ARTICLE C.24	DISMISSAL AND DISCIPLINE FOR MISCONDUCT	43
SECTION D	WORKING CONDITIONS.....	45
ARTICLE D.1	INTENTIONALLY LEFT BLANK – REMOVED BY LEGISLATION	45
ARTICLE D.3	ALTERNATE SCHOOL CALENDAR	45
ARTICLE D.4	PREPARATION TIME.....	46
ARTICLE D.5	MIDDLE SCHOOLS.....	46
ARTICLE D.20	NO DISCRIMINATION.....	47
ARTICLE D.21	EXTRA-CURRICULAR ACTIVITIES.....	48
ARTICLE D.22	TRANSPORTATION.....	48
ARTICLE D.23	HEALTH AND SAFETY	48
ARTICLE D.24	TEACHING ASSISTANTS	48
ARTICLE D.25	SUPERVISION DUTIES.....	49
ARTICLE D.26	DEFINITION OF WORK YEAR	49
ARTICLE D.27	NUMBER OF PREPARATIONS.....	50
ARTICLE D.28	INSTRUCTIONAL TIME.....	50
ARTICLE D.29	AVAILABILITY OF TEACHERS ON-CALL	51
ARTICLE D.30	BEGINNING TEACHERS.....	51
ARTICLE D.31	HOME EDUCATION	51
SECTION E	PERSONNEL PRACTICES.....	52
ARTICLE E.1	NON-SEXIST ENVIRONMENT	52
ARTICLE E.2	HARASSMENT/SEXUAL HARASSMENT	52
ARTICLE E.20	PERSONNEL FILES.....	56
ARTICLE E.21	SCHOOL ACT APPEALS.....	56
ARTICLE E.22	EVALUATION OF TEACHERS	57
ARTICLE E.23	EVALUATION CRITERIA.....	59
ARTICLE E.24	DISMISSAL BASED ON PERFORMANCE.....	60
ARTICLE E.25	POSTING AND FILLING OF VACANCIES	63
ARTICLE E.26	FALSELY ACCUSED TEACHER ASSISTANCE	64
ARTICLE E.27	OFFER OF APPOINTMENT TO THE DISTRICT.....	65
SECTION F	PROFESSIONAL RIGHTS	66
ARTICLE F.20	PROFESSIONAL DEVELOPMENT.....	66
ARTICLE F.21	PROFESSIONAL RIGHTS AND RESPONSIBILITIES.....	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	69
ARTICLE G.22 PERSONAL LEAVE	70
ARTICLE G.23 WORKERS' COMPENSATION/ INJURY ON DUTY	70
ARTICLE G.24 SERIOUS ILLNESS	71
ARTICLE G.25 LEAVE OF ABSENCE FOR NON-ELECTIVE TREATMENT OF MINOR DEPENDENTS	71
ARTICLE G.26 BEREAVEMENT LEAVE	71
ARTICLE G.27 MATERNITY LEAVE	72
ARTICLE G.28 SUPPLEMENTAL EMPLOYMENT BENEFITS ON MATERNITY LEAVE	73
ARTICLE G.29 PATERNITY LEAVE	73
ARTICLE G.30 PARENTAL LEAVE FOR FATHERS	73
ARTICLE G.31 ADOPTION LEAVE	74
ARTICLE G.32 MARRIAGE OR ATTENDANCE AT WEDDINGS	74
ARTICLE G.33 LEAVE OF ABSENCE FOR POLITICAL PURPOSES	74
ARTICLE G.34 JURY DUTY AND SUMMONS TO LEGAL PROCEEDINGS	75
ARTICLE G.35 EARLY RETIREMENT INCENTIVE PLAN	75
ARTICLE G.36 EDUCATIONAL LEAVE	75
 SECTION H SIGNATURES	 77
 SCHEDULE A	 78
Isolation Allowance July 1, 2006 to June 30, 2011	78
July 1, 2006	78
July 1, 2007	78
July 1, 2008	79
July 1, 2009	79
July 1, 2010	79
 PROVINCIAL LETTERS OF UNDERSTANDING / INTENT	 80
LETTER OF INTENT No. 1	80
Not Applicable in School District No. 60 (Peace River North)	80
 LETTER OF UNDERSTANDING NO. 1	 81
Re: Designation of Provincial and Local Matters	81
Appendix 1 – Provincial Matters	82
Appendix 2 – Local Matters	92
 LETTER OF UNDERSTANDING NO. 2	 97
Re: Approved list of arbitrators for:	97
 LETTER OF UNDERSTANDING No. 3. a	 98
Not Applicable in School District No. 60 (Peace River North)	98
 LETTER OF UNDERSTANDING No. 3.b	 99
Not Applicable in School District No. 60 (Peace River North)	99

LETTER OF UNDERSTANDING No. 4	100
Re: Early Incentive Payment.....	100
LETTER OF UNDERSTANDING No. 5	101
Re: One Time Payment to Teacher Inflation Adjustment Account.....	101
LETTER OF UNDERSTANDING No. 6	102
Re: Employment Equity – Aboriginal Employees.....	102
LETTER OF UNDERSTANDING No. 7	103
Re: Provincial Articles Housekeeping Committee.....	103
LETTER OF UNDERSTANDING No. 8	104
Re: Updating the Provincial Collective Agreement Mid-Contract Modification Process.....	104
LETTER OF UNDERSTANDING No. 9	105
Re: Rehabilitation Committee	105
LETTER OF UNDERSTANDING No. 10	106
Re: Benefits Review Committee	106
LETTER OF UNDERSTANDING No. 11	107
Re: 2008 Salary Harmonization	107
LETTER OF UNDERSTANDING No. 12	108
Re: Teacher Supply and Demand Initiatives.....	108
LETTER OF UNDERSTANDING No. 13	109
Re: Fiscal Dividend.....	109
LETTER OF UNDERSTANDING No. 14	110
Not Applicable in School District No. 60 (Peace River North)	110
LETTER OF UNDERSTANDING No. 15	111
Re: Article C.2. – Porting of Seniority – Separate Seniority Lists	111
LETTER OF UNDERSTANDING No. 16	113
Re: Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave – Simultaneously Holding Part-Time Appointments in Two Different Districts	113
INFORMATION	115
INDEX	116

SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

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

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2006 to June 30, 2011. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
2. In the event that a new Collective Agreement is not in place by June 30, 2011 the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified in accordance with this Collective Agreement.
4.
 - a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
 - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
 - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
5.
 - a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
 - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.
 - c.
 - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).

- ii. The parties may agree to another designation which is consistent with the Public Education Labour Relations Act.

ARTICLE A.2 RECOGNITION OF THE UNION

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2. Pursuant to *PELRA*, the Board of School Trustees for School District No. 60 (Peace River North) recognizes the Peace River North Teachers' Association as the teachers' union for the negotiation in School District No. 60 (Peace River North) of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in School District No. 60 (Peace River North) subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

ARTICLE A.3 MEMBERSHIP REQUIREMENT

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

ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION

1. The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.

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

ARTICLE A.5 COMMITTEE MEMBERSHIP

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

ARTICLE A.6 GRIEVANCE PROCEDURE

1. Preamble

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

Steps in Grievance Procedure

2. Step One

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

3. Step Two

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

4. Step Three

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

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

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

5. Omitting Steps

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

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

6. Referral to Arbitration: Local Matters

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

7. Referral to Arbitration: Provincial Matters

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

8. Arbitration (Conduct of)

- a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
- b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.

- c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.
- d. Authority of the Arbitrator:
 - i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.
 - ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
 - iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.
- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

9. General

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.
- c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.
- d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.
- e.
 - i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher on call is required, such costs shall be borne by the employer.

- ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
- iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any teacher on call that may be required.

ARTICLE A.7 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

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

ARTICLE A.8 LEGISLATIVE CHANGE

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

ARTICLE A.20 UNION LEAVE

1. General

- a. Subject to operational requirements and provided that adequate notice is given, leave of absence, at cost of teacher on-call and without loss of salary, benefits or seniority, shall be granted at the request of the Association:
 - i. to an elected or appointed representative of the Union to attend to business of the Union;
 - ii. to teachers called by the Union to appear as witnesses before a grievance or appeal panel or as described in this contract or under the Labour Relations Code;
 - iii. to teachers called by the B.C. College of Teachers to attend meetings and/or hearings.
- b. Union representatives and the Board shall attempt to arrange to conduct grievance investigations and other local Union business in such a manner as not to disrupt classroom or other instruction.
- c. In the event that a teacher covered by this agreement is elected to a full-time position as an officer of the parent body or other professional organization, or is appointed on a term contract of employment to the administrative staff, or seconded to one of the parent bodies, leave of absence, without pay, shall be granted for the duration of those duties. For purposes of experience and seniority, the teacher shall be deemed to be in the full employ of the Board. In such case, the teacher shall be entitled, on written notice at least ninety (90) days prior to the commencement of a school term, to return to employment with the Board, effective the commencement of that term, and shall be entitled to an assignment comparable to that previously held.
- d. Permission for leave under this clause shall not be unreasonably withheld.

2. Leave for Contract Negotiation

Release time with pay up to a total of twenty-five (25) days per contract shall be provided upon request to members of the Association's bargaining team to conduct contract negotiations. Under normal circumstances, the association will request leaves at least three (3) days in advance. Requests for additional time at one-half cost of teacher on-call will be granted.

3. PRNTA President's Release Time

- a. The Board will allow up to 100% release time to the President of the PRNTA from classroom duties for purposes of conducting PRNTA business.
- b. The Board will continue to pay the President his/her salary and to provide benefits as specified in the agreement. The Association will reimburse the Board for salary and benefit costs upon receipt of a monthly statement.

- c. The PRNTA will advise the Superintendent of Schools of the percentage of time to be used and the designated member by May 31st for the following school year.
- d. For purposes of pension, experience, sick leave and seniority, the president shall be deemed to be in the full employ of the Board. The president shall inform the Board of the number of days, or partial days, if any, that he/she was absent from presidential duties due to illness. Days away for illness shall be deducted from the president's accumulated sick leave credits.
- e. The teacher returning to full teaching duties from a term or terms as president shall be assigned to a position comparable to the one prior to the leave.
- f.
 - i. In the event the president is unable to fulfil the presidential duties, the Board shall provide a teacher on-call to permit another Association member to assume the duties of the president. Provisions of Article A.20.3.a, A.20.3.b, A.20.3.c and A.20.3.d shall also apply.
 - ii. The P.R.N.T.A. will pay the costs of the teacher on-call up to fifteen (15) days in any one school year.

ARTICLE A.21 PICKET LINE PROTECTION

1. All teachers covered under this agreement shall have the right to refuse to cross or work behind a duly constituted picket line. Teachers failing to report to duty for this reason shall be considered to be absent without pay.
2. Failure to cross a picket line encountered in carrying out school board business shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action by the Board.

ARTICLE A.22 ON-SITE UNION RIGHTS

1. Access to Worksite/Use of School Facilities

Representatives of the Association and/or the parent bodies shall have the right to transact Association activities on school property. The Association shall have the right to use school facilities and equipment for meetings and other Association activities, subject to permission granted by administrative officers. Permission shall not be unduly withheld. If use is denied, the Association will be provided with the reason for the denial, in writing, upon request.

2. Bulletin Boards

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards in each staff room.

3. Courier Mail

The Association may use the district mail/fax service as a method of distributing Association mail from school to school at no additional cost to the district.

ARTICLE A.23 ACCESS TO INFORMATION

The Board will provide the PRNTA with budget information on a monthly basis, and teacher staff lists as available.

The Board, upon written request from the Association, will provide, within thirty (30) days, information deemed necessary to fulfill its role as exclusive representative. If compliance with such request incurs costs to the Board that are to be passed on to the Association, the Association will be given the opportunity to modify its request in advance of the research being done.

ARTICLE A.24 UNION REPRESENTATIVE RIGHTS

1. Local association school union representatives, elected in accordance with local Association procedures, shall have the right to:
 - a. Convene union meetings in the school to conduct Association business at a time when classroom instruction would not be disrupted.
 - b. Be relieved of instructional duties, with no loss of pay, to be present at the request of a teacher at a meeting, as per Article A.25, between an administrative officer and a teacher in the school when the teacher has reasonable grounds to believe that the presence of the local union association school representative is necessary for the teacher's protection.
 - c. Be relieved of instructional duties, with no loss of pay, to participate in a grievance or arbitration hearing.

ARTICLE A.25 RIGHT TO REPRESENTATION

1. A teacher has the right to be accompanied by a local association representative at a meeting between the teacher and an administrative officer if:
 - a. the meeting is or may become discipline related;
 - b. the teacher or the administrative officer has reason to believe a representative(s) of the association should be present.

ARTICLE A.26 CONTRACT DISTRIBUTION

1. A copy of this Collective agreement shall be forwarded by the Board to all members of the Association within thirty (30) days of the signing of the negotiated agreement or its effective date. This shall be accomplished by sending sufficient copies of the Collective agreement to each school and to each office where members are employed.
2. A copy of this Collective agreement shall be given by the Board to each teacher at or before the time the teacher commences duties in the district.

3. The parties shall share equally the cost of printing the Collective agreement. The Board and the Association shall consult on the format of the Collective agreement.

ARTICLE A.27 EXCLUSIONS FROM THE BARGAINING UNIT

1. Any position requiring a teaching certificate that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
2. The Board shall notify the Association of all new positions requiring a teaching certificate offered in the district and submit to the local association office a written description of the duties of the new position(s).
3. A newly created position requiring a teaching certificate shall be included in the bargaining unit unless the position is excluded by statute or mutual agreement of the parties.
4. This provision is subject to the parties having the continuing right to make application to the relevant authority having jurisdiction to exclude or include persons from the bargaining unit based upon the nature of the duties they perform.

ARTICLE A.28 NO CONTRACTING OUT

1. All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit.
2. The Board shall not contract out duties that consist of the type and kind of work that would be normally and regularly performed by a teacher.
3. This Article shall not prevent the Board from:
 - a. assigning teaching duties to administrative officers;
 - b. assigning or contracting work outside the bargaining unit which traditionally has been so assigned or contracted; or
 - c. assigning or contracting work to persons who are not members of the bargaining unit where the Board is unable by reasonable means to have such work performed by the bargaining unit.

ARTICLE A.29 SCHOOL EDUCATION COMMITTEE

1. Teachers are encouraged to establish school education committees.
2. The size and membership of the school education committee shall be determined by the teachers and the administrative officer.
3. The committee will review and make recommendations to the administrative officer(s) on educational matters.

ARTICLE A.30 SPEECH AND LANGUAGE PATHOLOGISTS

This agreement shall apply in full to speech and language pathologists except where specifically modified. Wherever the term “teacher” is used in a provision in this agreement, that provision applies to speech and language pathologists except as specifically amended.

SECTION B SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 SALARY

1. The April 1, 2006 Harmonized salary grids in the Local Agreement have been amended to reflect to following general increases to salary:
 - a. Effective July 1, 2006: 2.5% increase
 - b. Effective July 1, 2007: 2.5% increase
 - c. Effective July 1, 2008: 2.5% increase
 - i. Effective July 1, 2008, the salary grid maximum salaries at categories 4, 5, 5+ and 6 will be amended in accordance with Letter of Understanding No. 11 – 2008 Salary Harmonization.
 - d. Effective July 1, 2009: 2.5% increase
 - e. Effective July 1, 2010: 2.0% increase
2. The following allowances shall be adjusted in accordance with the above increases:
 - a. Department head
 - b. Positions of Special Responsibility
 - c. First Aid
 - d. One Room School
 - e. Isolation and Related Allowances
 - f. Moving/Relocation
 - g. Recruitment & Retention
3. The following allowances shall not be adjusted by the above increases:
 - a. Mileage/Auto
 - b. Per Diems
 - c. Housing
 - d. Pro D (unless formula-linked to the grid)
 - e. Clothing
 - f. Classroom Supplies
4. Teacher on Call daily rates shall be adjusted in accordance with Article B.1.1.

Local Provisions:

5. Basic Salary Schedule

- a. Effective July 1, 2006, and except as otherwise provided, the annual salary of each teacher shall be determined in accordance with the following schedule:

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 40,429	\$ 44,599	\$ 47,973	\$ 49,158
1	\$ 42,601	\$ 47,091	\$ 50,633	\$ 51,877
2	\$ 44,773	\$ 49,582	\$ 53,293	\$ 54,597
3	\$ 46,945	\$ 52,074	\$ 55,953	\$ 57,316
4	\$ 49,117	\$ 54,566	\$ 58,613	\$ 60,035
5	\$ 51,289	\$ 57,058	\$ 61,273	\$ 62,755
6	\$ 53,461	\$ 59,549	\$ 63,934	\$ 65,474
7	\$ 55,633	\$ 62,041	\$ 66,594	\$ 68,193
8	\$ 57,805	\$ 64,533	\$ 69,254	\$ 70,913
9	\$ 59,977	\$ 67,025	\$ 71,914	\$ 73,632

- b. Effective July 1, 2007, and except as otherwise provided, the annual salary of each teacher shall be determined in accordance with the following schedule:

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 41,440	\$ 45,714	\$ 49,172	\$ 50,387
1	\$ 43,666	\$ 48,268	\$ 51,899	\$ 53,174
2	\$ 45,892	\$ 50,822	\$ 54,625	\$ 55,962
3	\$ 48,119	\$ 53,376	\$ 57,352	\$ 58,749
4	\$ 50,345	\$ 55,930	\$ 60,079	\$ 61,536
5	\$ 52,571	\$ 58,484	\$ 62,805	\$ 64,323
6	\$ 54,797	\$ 61,038	\$ 65,532	\$ 67,111
7	\$ 57,024	\$ 63,592	\$ 68,259	\$ 69,898
8	\$ 59,250	\$ 66,146	\$ 70,985	\$ 72,685
9	\$ 61,476	\$ 68,700	\$ 73,712	\$ 75,473

- c. Effective July 1, 2008, and except as otherwise provided, the annual salary of each teacher shall be determined in accordance with the following schedule:

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 42,476	\$ 46,857	\$ 50,401	\$ 51,647
1	\$ 44,758	\$ 49,475	\$ 53,196	\$ 54,504
2	\$ 47,040	\$ 52,092	\$ 55,991	\$ 57,361
3	\$ 49,322	\$ 54,710	\$ 58,786	\$ 60,218
4	\$ 51,604	\$ 57,328	\$ 61,581	\$ 63,075
5	\$ 53,885	\$ 59,946	\$ 64,375	\$ 65,932
6	\$ 56,167	\$ 62,564	\$ 67,170	\$ 68,789
7	\$ 58,449	\$ 65,182	\$ 69,965	\$ 71,646
8	\$ 60,731	\$ 67,800	\$ 72,760	\$ 74,503
9	\$ 64,904	\$ 72,530	\$ 77,821	\$ 79,680
Benefit From Teacher Supply and Demand Initiative (LOU No. 12):				
2.5% only:	\$ 63,013	\$ 70,418	\$ 75,555	\$ 77,360
3.0% per LOU NO. 12:	3.00%	3.00%	3.00%	3.00%
Max at July 1, 2008	\$ 64,904	\$ 72,530	\$ 77,821	\$ 79,680

- d. Effective July 1, 2009, and except as otherwise provided, the annual salary of each teacher shall be determined in accordance with the following schedule:

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 43,538	\$ 48,028	\$ 51,661	\$ 52,938
1	\$ 45,877	\$ 50,711	\$ 54,526	\$ 55,866
2	\$ 48,216	\$ 53,395	\$ 57,391	\$ 58,795
3	\$ 50,555	\$ 56,078	\$ 60,255	\$ 61,723
4	\$ 52,894	\$ 58,761	\$ 63,120	\$ 64,651
5	\$ 55,233	\$ 61,445	\$ 65,985	\$ 67,580
6	\$ 57,572	\$ 64,128	\$ 68,849	\$ 70,508
7	\$ 59,911	\$ 66,812	\$ 71,714	\$ 73,437
8	\$ 62,250	\$ 69,495	\$ 74,579	\$ 76,365
9	\$ 66,526	\$ 74,344	\$ 79,767	\$ 81,672

- e. Effective July 1, 2010, and except as otherwise provided, the annual salary of each teacher shall be determined in accordance with the following schedule:

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 44,408	\$ 48,989	\$ 52,694	\$ 53,997
1	\$ 46,794	\$ 51,726	\$ 55,616	\$ 56,984
2	\$ 49,180	\$ 54,463	\$ 58,538	\$ 59,970
3	\$ 51,566	\$ 57,200	\$ 61,460	\$ 62,957
4	\$ 53,951	\$ 59,937	\$ 64,382	\$ 65,944
5	\$ 56,337	\$ 62,674	\$ 67,304	\$ 68,931
6	\$ 58,723	\$ 65,411	\$ 70,226	\$ 71,918
7	\$ 61,109	\$ 68,148	\$ 73,148	\$ 74,905
8	\$ 63,495	\$ 70,885	\$ 76,070	\$ 77,892
9	\$ 67,857	\$ 75,831	\$ 81,362	\$ 83,306

6. No teacher shall suffer a reduction in salary or benefits as a result of implementation of this agreement. In the event that a new position or category is created during the life of the agreement, then the allowance or salary shall be decided by negotiations between the Board and the Association and then shall form an addendum to the current agreement.

ARTICLE B.2 TEACHER ON CALL PAY AND BENEFITS

1. The employer will ensure compliance with vacation provisions under the Employment Standards Act in respect of the payment of vacation pay.
2. For the purposes of Employment Insurance, the employer shall report for a teacher on call, the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
3. A teacher on call shall be entitled to the mileage/kilometer allowance, rate or other payment for transportation costs, as defined by the Collective agreement, for which the employee he/she is replacing is entitled to claim.
4. Teachers on call shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.

5. Teachers on call shall be paid an additional compensation of \$3 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$1.50. Any and all provisions in the previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.

6. Rate of Pay:

a. Employees who are employed as teachers on call shall be paid the rate specified below for each full day worked for the first three (3) days. Any provision in the Previous Collective Agreement which provides a superior daily rate shall remain part of the Collective Agreement. **[See B.2.7 for Cat 6 TOCs in SD 60]**

i.	Effective July 1, 2006	\$194.75
ii.	Effective July 1, 2007	\$199.60
iii.	Effective July 1, 2008	\$204.60
iv.	Effective July 1, 2009	\$209.70
v.	Effective July 1, 2010	\$213.90

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

Local Provisions:

7. Certificated teachers on-call shall be paid at the following rates:

a. For the first three (3) days of an assignment, teachers on call who have been assigned Category 6, as determined by the Teacher Qualification Service, shall be paid 1/250 of category 6, step 0 for each full day worked.

b. All other teachers on call shall be paid in accordance with the provisions of B.2.6.a for the first three (3) days.

c. On the fourth and subsequent days in an assignment or assignments, the provisions of B.2.6.b shall apply.

d. It is agreed that the fringe benefits and leave provisions covered by this agreement do not apply to teachers on-call except as provided in B.2.4 above.

8. No assignment shall be for less than:

a. .6 for a morning, or

b. .4 for an afternoon, or

c. .5 for North Peace Secondary, Dr. Kearney Junior Secondary or Bert Bowes Junior Secondary for a morning or an afternoon, or

- d. .6 after 11:00 a.m. (for travel and for part-time teachers) in rural schools. In this article, rural schools include: Buick Creek, Clearview, Hudson's Hope, Prespatou, Upper Halfway, Upper Pine, and Wonowon.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

Does not apply in School District No. 60 (Peace River North)

ARTICLE B.4 EI REBATE

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

ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN

1. In this Article:
 - a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
 - b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.

6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
 - a. between September 1 and September 30 or December 15 and January 15 in any school year;
 - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

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

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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

ARTICLE B.8 OPTIONAL TWELVE MONTH PAY PLAN

1. Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
2. A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
3. An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of her/his intention to participate in the Plan by September 30th. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to clause 5 of this Article.
4. An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.

5. Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
6. Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
7. An employee's accumulation in the Plan including her/his interest accumulation to March 31st shall be paid in equal installments on July 15 and August 15.
8. Notwithstanding clause 7 of this article, interest earned by the Plan for the period September 1, 2006 to August 15, 2008 shall be retained by the employer. Thereafter, interest earned by the Plan in the months of April through August shall be retained by the employer.
9. The employer shall inform employees of the Plan at the time of hire.
10. Nothing in this Article shall be taken to mean than an employee has any obligation to perform work beyond the regular school year.

ARTICLE B.9 PAY PERIODS

Article B.9.1 through B.9.3 do not apply in School District No. 60 (Peace River North).

Local Provisions:

4. Each teacher will receive a mid-month advance approximately equal to one half of his/her net monthly salary, payable on the 15th of each month for the period of September to June inclusive. The end of the month payment shall be made on the last teaching day of the month.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

1. **Provincial Article B.10.1 does not apply in School District No. 60 (Peace River North).**
2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use his/her personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.
4. **Provincial Article B.10.4 does not apply in School District No. 60 (Peace River North).**

5. Provincial Article B.10.5 does not apply in School District No. 60 (Peace River North).

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

Local Provisions:

6. Teachers required to use personal vehicles for Board business will be reimbursed for such use at the current Board rate. All such travel shall have prior approval of the Superintendent or designate.

ARTICLE B.11 BENEFITS

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

Local Provisions:

2. Medical & Extended Health

The Board shall pay the premium cost of medical service coverage provided under the British Columbia Medical Plan based on percentage of time worked by a teacher.

The Board shall pay the cost of Extended Health Benefits Plan based on the percentage of time worked by a teacher. The Extended Health Benefits shall include the Supplemental Travel Rider, the Living Benefit, specialist coverage (including physiotherapy and chiropractor) and the Visual Care Rider, allowing \$125.00 every 24 months per family member.

3. Group Life and Accidental Death and Dismemberment

The Board agrees to pay 100% of the premium cost in the Group Life Insurance and Accidental Death and Dismemberment plans for Teachers. Participation is a condition of employment with School District No. 60 (Peace River North).

4. Dental

The Board shall pay the premium cost of a dental plan program based on the percentage of time worked by the teacher, provided the teacher is working 50% or more.

5. Benefits For Part-Time Teachers

Medical and Extended Health Benefits - All benefits will be available to all part-time teachers. Dental coverage is available only to those working 50% or more. The cost of the above plans will be pro-rated based on the percent of time the teacher works. (Coverage for medical, extended health and dental is at the teacher option.)

6. Benefit Protection

- a. The Board will pay its share of the cost of premiums of each of the plans the teacher was a participant in at the time the absence began, during the period a person is on medical leave of absence and is in receipt of Salary Indemnity Plan Benefits, and for a period of one year when a person is on medical leave and in receipt of benefits from a salary continuance plan.
- b. An employee on an extended leave of absence who is otherwise not eligible to maintain coverage shall be entitled to continue benefit coverage by making payments to the Board for the full premium cost of the benefit plans. Payment must be made in advance in no more than two payments and must include payments for the duration of the leave.
- c. Coverage under the plans referred to in this Article shall not be altered or amended by the Board without the agreement of the Association.
- d. The carrier for a plan referred to in this Article shall not be changed by the Board without prior consultation with the Association.
- e. The Board shall provide the Association with a copy of all master teacher benefit plans.

7. Benefit Information and Assistance

- a. The Board shall provide each new teacher with an application or enrolment form for participation in the medical, dental, extended health and group life insurance benefit plans.
- b. The Board shall assist teachers in obtaining benefits to which they are entitled from the various benefit plans.
- c. The Board shall advise each teacher on his/her pay statement at the end of March of his/her accumulated sick leave.

8. Benefits in the event of Strike Action

All benefits as per Article B.11 will continue to be provided by the Board at no cost to the Board in the event of strike action by the Association. In the event of strike action by the Association, the Board will be reimbursed for benefit costs.

ARTICLE B.12 CATEGORY 5+

1. Eligibility for Category 5+

- a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;
 - i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.

- ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.
 - iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.
- b. Post undergraduate diplomas agreed to by the TQS; or
 - c. Other courses or training recognized by the TQS.

2. Criteria for Category 5+

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

3. Salary Rate Calculation

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

4. Application for Category 5+

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

Transition Process

Note 1:

- 1. In school districts where Category 5+ existed on June 30, 2006:
 - a. This Article shall be effective September 1, 2007 at which time the criteria and processes in effect at June 30, 2007 shall no longer be applicable.
 - b. Notwithstanding the above and the provisions of this Article, all employees assigned to Category 5+ as at June 30, 2007 shall be deemed to possess the qualifications as per this Article.

2. In school districts where Category 5+ is being newly implemented:
 - a. This Article shall be effective retroactively to April 1, 2006. Employees shall have until June 30, 2008 to submit to the employer the TQS Category 5+ Card for payment of a retroactive salary adjustment.

Note 2:

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

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

ARTICLE B.20 HEAD TEACHER ALLOWANCE

1. Where there is only one teacher in a school, the teacher shall be paid an annual allowance equal to five (5) percent of the maximum salary at Category 4 on the scale.
2. Where there is more than one teacher in a school to which an administrative officer is not assigned, the designated head teacher shall be paid an annual allowance equal to seven (7) percent of the maximum salary at Category 4 on the scale.

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

1. Part-time teachers shall be eligible for sick leave benefits under Article G.21 (Sick Leave).
2. Teachers who move from full time employment to a part-time assignment shall be considered to be on leave so that they may purchase pensionable service to provide for a full year pension credit.
3. The pro-rating of benefits for two part-time teachers who are eligible for coverage as either a couple or a family will be added together and, if the percent of time worked is full-time or greater, they will be deemed to be eligible for full-time benefit coverage under Article B.11. The Board shall pay the full premium cost of their benefit coverage as a couple or a family.
4. Where a statutory holiday falls in a week in which school is otherwise in session, and a part-time teacher is not scheduled to work on that day, the teacher shall receive payment in lieu thereof calculated at the part-time teacher's overall fraction of appointment times $1/200$ of the annual salary for that teacher's scale placement.

ARTICLE B.22 QUALIFICATION AND EXPERIENCE

1. The salary category of teachers will be as verified by the most recent evaluation of the Teachers' Qualification Service. Placement of each teacher upon the salary schedule shall be in accordance with his/her qualifications and experience.
2.
 - a. Persons holding Letters of Permission (LP) whose years of preparation can be equated to years of B.C. University training shall be placed at a category one below that which would apply if their total years of training had included one year of teacher preparation.
 - b. Persons holding Letters of Permission (LP) whose years of preparation cannot be equated with years of university training, shall be placed in a salary category which will provide a salary appropriate to their teaching function, as determined by the Superintendent of Schools. Placement not to exceed Category 4.
 - c. Persons holding the First Nations Language Teacher Certificate or the Developmental Standard Term Certificate shall be placed on the first step of Category 4 or on the first step of a higher category according to years of formal education beyond grade 12.
 - d. The Board shall inform the Association in writing of its intention to apply for a Letter of Permission.
3. Upon receipt of the applicant's proof of experience and current B.C. Teacher's Certificate:
 - a. Full credit shall be granted for teaching experience in any province and/or territory of Canada, or any other member nation of the Commonwealth, or the United States, where the curriculum taught is that authorized by the province, territory, nation or state, and this together with the number of years of such experience is confirmed by a superintendent, secretary-treasurer or the equivalent.
 - b. After one year's teaching experience in this District, teachers not included in Article B.22.3.a immediately above shall be granted credit for fifty (50%) percent of their teaching experience provided that teaching experience was gained in a government funded school.
 - c. For part-time teachers and for full-time teachers who work less than ten (10) months in a school year, a minimum of eight (8) full-time equivalent months employment is required to constitute a year's experience. For full-time teachers, ten (10) months constitutes a year's experience. The increment date shall be the first of the month following the month in which applicable experience accumulation is achieved.
 - d. Regular part-time teaching experience will be recognized for a teacher who has taught at least the equivalent of one full month during a school year. This experience will be aggregated for increment purposes retroactive to January 1, 1969. A total of eight (8) months equivalent full-time experience shall constitute a year's experience for increment purposes.

For increment purposes, teachers having teaching experience, both as full-time for a portion of a year and as regular part-time, as referred to in Article B.22.3.c and B.22.3.d above, such experience shall be accumulated as full-time equivalent experience divided by eight (8) months.

- e. Teachers who consider that credit granted for qualifications and years of experience has not been in accordance with the contract, must advise the Secretary-Treasurer in writing within three (3) months of their start date, or within three (3) months of any change affecting their rate of pay. Any appeals for adjustment after the three (3) month period shall be effective at the start of the month following the application, if approved.

- f. Apprenticeship and Journeyman Experience

For teachers in the industrial education or home economics areas only, additional credit may be granted, at the discretion of the Joint Agreements Committee, for experience gained in another occupation, such credit to be determined in accordance with the following:

- i. That apprenticeship training or its equivalent and journeyman experience or its equivalent be recognized for the purpose of placing the teacher on the salary scale.
- ii. That both apprenticeship training or its equivalent and journeyman experience or its equivalent be recognized for salary placement at the rate of one increment for every two years of training or experience to a maximum of four increments.
- iii. In addition to the above, teaching experience gained at a university, junior college, technical school or vocational institute shall be fully recognized for increment purposes.

- g. Experience gained while holding a teaching certificate shall be credited for service in:

- i. Provincial Government School
- ii. Department of National Defense Schools
- iii. A school while on an approved exchange
- iv. College or University experience that is directly related to the teaching assignment

- h. Experience credit shall be earned for:

- i. Secondment to the Association, the British Columbia Teachers' Federation, or the Canadian Teachers' Federation
- ii. Secondment to the Ministry of Education
- iii. Secondment to a recognized university or college
- iv. Secondment to the College of Teachers
- v. Service with Canadian Universities Service Overseas

- i. Joint Agreements Committee: two representatives of the Board and the Association shall meet as necessary to hear matters referred by either party.

4. Speech and Language Pathologists

- a. The category placement of speech and 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.
- b. Experience recognition shall be granted in accordance with the applicable provisions of Section B for professional employment as a speech and language pathologist or physiotherapist in a school district, hospital, clinic or government funded agency, provided that:
- c. Employment shall be deemed to be equivalent to one full work year as follows:
 - i. for school district employment, ten (10) months,
 - ii. for other employment, twelve (12) months.

ARTICLE B.23 POST OF ADDITIONAL OR SPECIAL RESPONSIBILITY

1. The Board may appoint teachers to posts of additional or special responsibility within schools.
2. An appointment to a post of responsibility may be terminated by the Board. The teacher concerned shall be notified in writing no later than May 15. Teachers holding posts of responsibility who have not been notified of termination by May 15 shall suffer no reduction in salary or bonuses for the life of the contract, with the following exception:

If there is a reduction of need in September, the Board may terminate the position by September 30th. The teacher in question will not continue to receive the allowance for the position.
3. The allowance paid to a teacher in a post of responsibility shall be five (5) percent of Category 5 maximum.
4. When a new position of special responsibility is created, the Board will make available to the staff in that school, no later than May 20 of each school year, a list of the posts of special responsibility and job outlines which will be available in the school for the following school year.
5. Where no more than three teachers choose to split the responsibilities of a post of responsibility, and the Board agrees, the allowance shall be split equally among the teachers.
6. If the Board intends to pay an allowance or other remuneration for a post of responsibility which is different from the allowance set out in this Article, it shall do so only with the prior agreement of the Association.

ARTICLE B.24 TEACHER-IN-CHARGE

1. When a teacher-in-charge will be required for the next school year, the administrative officer will notify the teaching staff of the school prior to May 20th of such requirement, and the teacher-in-charge will be chosen from among those who have indicated their interest to the administrative officer in writing in respect to the notification.
2. While acting as teacher-in-charge, the teacher is covered by all the terms and conditions of this agreement.

ARTICLE B.25 ISOLATION ALLOWANCE

1. A monthly allowance of 50¢ per kilometer on pavement and \$1.65 per kilometer on gravel or dirt (gumbo) calculated on the distance from the school to the administration office shall be paid to all teachers more than 24 kilometers from the administration office.
2. An additional allowance of 40¢ per kilometer on pavement and \$1.50 per kilometer on gravel or dirt (gumbo) as calculated above shall be paid to all teachers at the following schools:

Buick Creek Elementary-Junior Secondary School
Prespatou Elementary-Junior Secondary School
Upper Halfway Elementary School
Wonowon Elementary School

3. An additional allowance of 13¢ per kilometer on pavement shall be paid to all teachers at Upper Pine and Clearview.

[See Schedule A for Isolation Allowance amounts for July 1, 2006 to June 30, 2011.]

ARTICLE B.26 SUPERVISION ALLOWANCE

1. In the event of school district buses arriving prior to 8:30 a.m., the Board shall provide a lay supervisor.
2. In the following rural schools: - Buick Creek Elementary, Upper Halfway Elementary and Wonowon Elementary Schools:
 - a. Where buses arrive prior to 8:30 a.m., and no lay person is available, requiring a teacher to provide the supervision, the teacher shall receive an annual allowance of \$1,100.
 - b. Where no lay person is available and a teacher is required to provide the supervision duties during the noon intermission, the teacher shall receive an annual allowance of \$2,200.

ARTICLE B.27 PART MONTH PAYMENTS AND DEDUCTIONS

1. The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the teacher.
2. A teacher shall be paid 1/10 of current annual salary in respect of each month in which the teacher works all prescribed school days that month.
3. In the event that a teacher commences work on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment for that month shall be the greater of the following amounts: -
 - a. 1/20 of regular monthly salary for each day taught; or
 - b. full regular monthly salary less 1/20 of the salary for each day not taught.
4. For the purposes of Article B.27.3, any day in session on which the teacher is on authorized leave of absence shall be deemed to be a day of work and deductions (if any) which are authorized by this agreement (or statutes) in respect of such leave shall be made from the monthly salary required in that article.

ARTICLE B.28 EARLY RETIREMENT BENEFITS

The Board shall maintain an early retirement benefit plan for teachers in board policy.

ARTICLE B.29 TRAVEL ALLOWANCE

The employee is eligible for a travel allowance pro-rated at 7% of the employee's annual gross salary to a maximum of \$3000.00 per contract year. This allowance is included in the amounts outlined in the salary schedule and will not be separated on the monthly pay-slip. The accumulated travel allowance shall be reported in the appropriate box on the T4 supplementary at year end, commencing the 2001 calendar year.

SECTION C EMPLOYMENT RIGHTS

ARTICLE C.1 RESIGNATION

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

ARTICLE C.2 SENIORITY

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
2. **Porting Seniority**
 - a. Effective September 1, 2006 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to ten (10) years of seniority accumulated in other school districts in BC.
 - b. **Seniority Verification Process**
 - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
 - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
 - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3. **Teacher-on-Call**
 - a. Effective April 1, 2006, a teacher on call shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.b.
 - b. For the purpose of calculating seniority credit:
 - i. Service as a teacher on call shall be credited one (1) day for each day worked and one-half (1/2) day for each half-day worked;
 - ii. Nineteen (19) days worked shall be equivalent to one (1) month;

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

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

Local Provisions:

7. Seniority

- a. In this article, "Seniority" means an employee's length of service in the employment of the Board, under a continuing contract, inclusive of service under temporary appointment (within the five (5) years immediately preceding the continuing appointment) and part-time teaching. Part-time teaching shall be credited fully as if it were full-time service. For the purpose of calculating length of service, the employee with the earliest confirmation of acceptance of employment with the Board shall be deemed to have the greatest seniority.
- b. In addition to the provisions of C.2.7.a, the seniority for an employee on a continuing contract shall include:
 - i. Teacher on call seniority accumulated pursuant to PCA Article C.2.3;
 - ii. Seniority accumulated on a temporary appointment pursuant to PCA Article C.2.4; and
 - iii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.
- c. 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 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 aggregate length of service with another school authority recognized for salary experience purposes in this agreement 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 earliest application for employment with the Board shall be deemed to have the greatest seniority.
- f. Leaves of absence in excess of one (1) month shall not be counted in the calculation of seniority, except:
 - i. maternity leave;
 - ii. parenthood leave;
 - iii. leave for duties with the Association or the British Columbia Teachers' Federation;
 - iv. secondment to the Ministry of Education, a Faculty of Education, or pursuant to a recognized teacher exchange program;
 - v. leave for educational upgrading which is relevant to teaching;
 - vi. sick leave including SIP;
 - vii. leave for teaching with the Department of National Defense for Canadian Universities Service Overseas; and
 - viii. Compassionate Care Leave pursuant to G.2
- g. Credit for past service and seniority will be given to an employee who is recalled from layoff in accordance with this agreement.
- h. Seniority is lost upon resignation.
- i. Credit for past service and seniority will be given to an employee who is rehired:
 - i. on continuing appointment within three (3) years of her resignation; or
 - ii. on temporary appointment within three (3) years of her resignation and subsequently is given a continuing appointment without further break in service;

provided such resignation was for purposes of maternity.
- j. The provisions of Article C.2.7.g and C.2.7.i above shall not include seniority credits that were previously ported from SD No. 60 to another school district, unless such credits are subsequently ported back to SD No. 60 pursuant to C.2.2.

8. Seniority Lists

The Board shall, by October 15 of each year, forward to the Association, a list of all employees on continuing appointments with the Board; setting out seniority as of September 1 of that year in accordance with Article C.2.

ARTICLE C.20 TEACHING SECURITY/SEVERANCE PAY

1. Principle of Security

The Board and the Association agree that increased length of service in the employment of the Board with continued evidence of the application of professional skill and competency, as demonstrated by a satisfactory teaching report, entitles teachers to assume security of teaching employment. The principle of quality education for our students is pre-eminent.

2. Definition of Qualifications

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

b. Retraining

If a layoff other than the most junior teacher is contemplated, because the more junior teacher has a unique specialization, then the opportunity shall be given for upgrading during the summer months immediately preceding the effective date of the appointment. This opportunity will be given only if the summer upgrading will in fact make the teacher adequately prepared for the position available, and sufficient notice has been given that allows the teacher to enrol in a program.

c. Should any question be raised by the teacher and the Association 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 Joint Agreements Committee composed of an equal number of representatives of the Board and the Association. Board representatives to be the Superintendent of Schools and the Assistant Superintendent of Schools. Should the representatives of the two parties not resolve the question within 14 days, the Board shall make the final and binding decision.

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, the teachers to be retained 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 and the Association agree that the Board may transfer teachers in order to implement the provisions of Article C.20.3.a, and agree that any reasonable transfer in good faith for such purpose shall not be subject to any other provision of this agreement otherwise dealing with transfers.

c. The Board shall refer all claims under Article C.20.2.a to the Qualifications Committee established under Article C.20.2.c. The procedures outlined in paragraph 4(c) will be used to rule on the claim.

- d. The Board shall give each teacher it intends to layoff a minimum of thirty (30) calendar days' notice, in writing, such notice to be effective at the end of a school term, and to contain the reason for the layoff and a list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority. The Board shall concurrently forward a copy of such notice to the Association. (The end of a school term is considered to be June 30th and December 31st, with the exception of North Peace Secondary School, and any other class on the semester system, where the end of term coincides with the end of the semester).
- e. Where a teacher successfully appeals his/her layoff according to Article C.20.2.c, thus necessitating a further layoff, the Board may lay off the affected teacher without complying with the provision of Article C.20.3.d. The layoff will be effective from the date the Board states in its letter of notification to the teacher notwithstanding that such date is not at the end of the school term and notwithstanding that the teacher has received no notice of layoff.

The teacher so affected will be entitled to one (1) month's salary in lieu of notice, payable at the time of layoff.

4. Teachers Right of Recall

- a. A teacher who has been employed on a continuing appointment and who has been laid off will be placed on the recall list.
- b. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this agreement, first offer recall to the teacher on the recall list, who has the most seniority among those laid off pursuant to this article, provided that teacher possesses the necessary qualifications as defined in paragraph 4(a) for the available position. If that teacher declines the offer, the position shall be offered to the teacher on the recall list, with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have right of recall pursuant to this article.
- c. A teacher who is offered recall pursuant to Article C.20.4.b shall inform the Board whether or not the offer is accepted within one (1) week of the receipt of such offer.
- d. 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 teacher or teacher on-call for the position until the teacher accepting the position is available.
- e. A teacher's right to recall under this article is lost if:
 - i. The teacher elects to receive severance pay under Article C.20.6;

- ii. The teacher refuses to accept two (2) positions, which are of equal or greater percentage of time and which do not require a change in community of residence, for which the teacher possesses the necessary qualifications (rejection of a temporary appointment will not be considered a refusal);
- iii. Twenty-one (21) months elapses from the date of layoff under this article and the teacher has not been recalled.

5. Benefits

A teacher who retains recall rights pursuant to Article C.20.4 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this agreement by paying to the Board costs of all premiums quarterly in advance, subject to the approval of the insurance carrier and provided that the teacher is not otherwise employed. Teachers wishing to participate pursuant to this paragraph must advise the Board in writing ten (10) days prior to the commencement of layoff. Teachers not so notifying the Board of their wish to participate upon layoff will be removed from benefits. It is agreed that the Board will advise a laid off teacher of this clause in their letter of layoff.

6. Severance Pay

- a. A teacher on continuing appointment who has one or more years of continuous employment and who is laid off, may elect to receive severance pay during the twenty-one (21) months following layoff; acceptance of such payment shall remove the teacher from the seniority list.
- b. Severance pay shall be calculated at the rate of five (5) percent for each year of service to a maximum of one (1) year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of the teacher's layoff.
- c. A teacher who receives severance pay shall retain any payment if rehired. The calculation of years of service shall then commence with the date of such rehiring.

7. Exemption from Layoff by Seniority

It is agreed that the provisions of this article relating to layoff by seniority shall not apply to teachers at Buick Creek, Upper Halfway, and Wonowon schools.

8. Sick Leave

A teacher recalled pursuant to this article shall be entitled to all sick leave credit accumulated at the date of layoff.

ARTICLE C.21 TEMPORARY APPOINTMENTS

1. A temporary appointment is an appointment for a specified period of time not exceeding one (1) year.
2. A temporary appointment will only be made to replace a teacher who has a continuing appointment and is on the seniority list, or for a newly-created position.
3. A certified teacher who has completed twenty (20) FTE months of aggregate service within the immediately preceding four (4) year period, whose most recent report is not less than satisfactory, and who is appointed to a further assignment, shall be granted a continuing appointment.
4. The Board shall, by October 15 of each year, forward to the Association a list of all teachers on temporary appointment with the Board, setting out the length of service as of September 1st of that year.

ARTICLE C.22 PART-TIME TEACHERS' EMPLOYMENT RIGHTS

1. A full time continuing appointment teacher who requests and accepts a part-time assignment:
 - a. shall be on leave of absence status in respect of the balance of his/her full time appointment;
 - b. shall be entitled to return to a similar full time assignment at the expiration of the period of time for which the Board has made a part-time assignment;
 - c. may return to a full time assignment at an earlier date or may extend the period of part-time teaching if reasonable notice of the request for earlier or later return has been given and the Board agrees; and
 - d. shall be considered to be a part-time teacher for the purposes of Article B.11 and B.21.
2. A part-time teacher shall be required to attend staff meetings and professional development days in consultation with the administrative officer and in accordance with his/her teaching assignment.

ARTICLE C.23 TEACHER ON-CALL HIRING PRACTICES

1. Teacher On-Call List

The Board shall maintain a list of persons who are certificated and who have requested to be placed on the list of teachers on-call for the school year. The Board shall forward a copy of such a list to the Association in the first week of October, and in each subsequent month of the school year.

2. Teacher On-Call Hiring

- a. In appointing teachers on-call, the Board shall, pursuant to Section 19 of the School Act, appoint qualified teachers on-call who possess a valid B.C. teaching certificate in preference to persons not possessing such a certificate.
 - b. Subject to Article C.23.2.a, the certificated teacher on-call initially assigned to a class where the teacher is absent for an indefinite time shall be permitted to continue the assignment until the absent teacher returns, unless specialist skills are necessary due to the nature of the assignment.
 - c. Subject to Article C.23.2.b, as soon as the Board reasonably expects a teacher to be absent for more than twenty (20) school days (whether at the outset of the absence, or during the course of the absence), or where the teacher has in fact been absent for twenty (20) school days, the vacancy shall be posted and filled by appointment to the teaching staff of the district.
3. The provisions of this article do not apply to speech language pathologists.

ARTICLE C.24 DISMISSAL AND DISCIPLINE FOR MISCONDUCT

1. The Board shall not discipline or dismiss any teacher bound by this agreement, save and except for just and reasonable cause.
2. Where a teacher is under investigation by the Board for any cause, the teacher and the Association shall be advised in writing of that fact and of the particulars of any allegations immediately, unless substantial grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified at the earliest reasonable time and before any action is taken by the Board. The teacher shall be advised of the right to be accompanied by a representative of the Association at any meeting in connection with such investigation.
3. Unless the Association waives the right to such meeting, the Board shall not discipline (which does not include a suspension to which Section 15(5) of the School Act reasonably applies) or dismiss any person bound by this agreement for cause other than less than satisfactory performance of teaching duties unless it has, prior to considering such action, held a meeting of the Board with the teacher entitled to be present, in respect of which:
 - a. the teacher and the Association shall be given 72 hours' notice;
 - b. the Board shall, not less than seventy-two (72) hours before the meeting referred to in Article C.24.3.e, provide the teacher with reasons in writing for the suspension and all documents in its possession that will be considered at the meeting;
 - c. the teacher will provide the Board with all documents in his/her possession that will be considered at the meeting not less than forty-eight (48) hours before the meeting;
 - d. the teacher may file a written reply to the allegations prior to the meeting;

- e. at such meeting the teacher shall be entitled to be accompanied by a member of the Association and by either an advocate appointed by the Association, or a representative of his/her choice. The teacher and his/her representatives shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board, to call witnesses, and to question any person presenting evidence to the Board.
- 4. Where a teacher is suspended under Section 15(5), the Board shall, prior to taking further action under Section 15(7), hold a meeting in accordance with the foregoing provisions, unless the right to such meeting is waived by the Association.
- 5. The decision of the Board pursuant to Section 15(4) or 15(5) shall be communicated in writing and shall contain a full and complete statement of the grounds for the decision.
- 6. Notwithstanding Article A.6 (Grievance Procedure), where a teacher has been dismissed, the Association shall have the option of referring a grievance regarding the dismissal directly to arbitration provided for in Article A.6.
- 7. The Board shall not release to the media or the public information in respect of the suspension or dismissal of a teacher except as agreed by the Association or by joint release agreed upon by the Board and the Association.
- 8. Where an employee has been suspended on grounds set out in Section 15(4) of the School Act and the teacher is not dismissed or if dismissed is reinstated by an arbitrator, the employee shall be reinstated with full pay for the period of such suspension, unless on the final disposition of the matter, the teacher is convicted of the offence charged.

SECTION D WORKING CONDITIONS

ARTICLE D.1 INTENTIONALLY LEFT BLANK – REMOVED BY LEGISLATION

ARTICLE D.3 ALTERNATE SCHOOL CALENDAR

1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.
3. The process outlined below in Article D.3.4 thru Article D.3.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.3.6 below for final and binding resolution.
5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
 - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - iv. The hearing shall commence within a further ten (10) working days; and
 - v. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.

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

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

ARTICLE D.4 PREPARATION TIME

Article D.4.1 through D.4.3 is not applicable in SD. No. 60 (Peace River North).

Local Provisions:

4.
 - a. Each full-time elementary teacher shall receive a minimum of ninety (90) minutes per week for preparation time; such preparation time shall be exclusive of recess and lunch periods.
 - b. Part-time elementary teachers shall receive preparation time pro-rated to equal their FTE.
5.
 - a. Full-time secondary teachers shall receive a minimum of twelve and one-half (12 1/2) percent per week of preparation time; such preparation time shall be exclusive of recess and lunch periods.
 - b. The calculation of preparation time for a full-time teacher at the secondary level shall be based on a total of seven (7) blocks. The prep time for part-time teachers will be pro-rated as the number of teaching blocks divided by seven (7).

ARTICLE D.5 MIDDLE SCHOOLS

1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.

5.
 - a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
 - b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
 - c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
 - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - iv. The hearing shall commence within a further ten (10) working days; and
 - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
6. Where a middle school program has been established on or prior to ratification of this Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

ARTICLE D.20 NO DISCRIMINATION

1. There will be no discrimination by the Board or the Association against any member of the bargaining unit on the basis of race, colour, creed, age, physical handicap, sex or sexual orientation, religious or political affiliation, national origin, or marital status, whether he or she has children, or because he or she is participating in the activities of the Association, or carrying out duties as a representative of the Association.
2. Article D.20.1 does not apply:
 - a. as it relates to age, to any bona fide scheme based on seniority, or
 - b. as it relates to marital status, physical or mental disability, sex or age, to the operation of any bona fide retirement, superannuation or pension plan or to a bona fide group or teacher insurance plan, whether or not the plan is the subject of a contract of insurance between an insurer and an employer.
 - c. to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

ARTICLE D.21 EXTRA-CURRICULAR ACTIVITIES

1. In this agreement, extra-curricular activities include all those that are beyond the provincially prescribed and locally determined/ developed curricula.
2. The Board and the Association agree that all extra-curricular activities are voluntary.
3. While involved in extra-curricular activities, teachers shall be considered to be in the employ of the Board. The teachers will be covered under the Board's insurance policies.
4. This provision shall not restrict the Board from listing extra-curricular activities in which teachers may be invited to participate.
5. Extra-curricular activities shall not form any part of a job description, posting or filling under Article E.25 (Posting and Filling of Vacancies), or evaluation of a teacher.
6. The Board shall not enter into an agreement with any teacher which reduces the hours of instruction in compensation for providing extra-curricular activities.

ARTICLE D.22 TRANSPORTATION

Teachers shall not be required nor expected to transport students engaged in curricular or extra-curricular activities.

ARTICLE D.23 HEALTH AND SAFETY

1. The Board shall ensure that each work site has a copy of the Industrial Occupational Health and Safety Regulation of the Workers' Compensation Act.
2. The Health and Safety Committee consists of at least two members from the Association appointed by the PRNTA. Meetings held and the circulation of minutes are in accordance with the Industrial Occupational Health & Safety Regulation of the Workers' Compensation Act.

ARTICLE D.24 TEACHING ASSISTANTS

1. The Board may employ persons other than teachers to assist teachers in carrying out their responsibilities and duties under the School Act and Regulations.
2. A teaching assistant shall work under the general supervision of an administrative officer and shall work under the instructional supervision of the teacher or administrative officer to whom they have been assigned.
3. Teaching assistants shall not assume the direct instructional responsibility for providing educational programs to students. Teaching assistants shall provide support for instruction and shall not be used to replace teachers.
4. No teacher will suffer loss of employment as a result of the employment of a teaching assistant.

ARTICLE D.25 SUPERVISION DUTIES

1. No teacher shall be required to perform school supervision duties during the school's regularly scheduled noon intermission.
2. Supervision will be assigned to teachers and administrators in an equitable manner. Supervision levels are to remain consistent year to year except where changes in enrollment and/or staffing warrant adjustments.
3. In an emergency, this provision does not preclude the administrative officer from temporarily assigning supervision necessary to ensure the safety of pupils.

ARTICLE D.26 DEFINITION OF WORK YEAR

The following terms shall apply except where otherwise specified by the Standard School Calendar:

1. The annual salary established for teachers covered by this collective agreement shall be payable in respect to the regular work year. All days in the regular work year shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year, inclusive, excluding Saturdays, Sundays, statutory holidays, winter break and spring break.
2. The first day of winter break shall be on the Monday preceding December 26. School shall open on the Monday following January 1. If January 1 is a Saturday or Sunday then school shall reopen on the following Tuesday.
3. The first day of spring break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March.
4. The regular work year shall include the following non-instructional days:
 - a. Three (3) days shall be provided for teacher professional development according to the guidelines developed by the PRNTA Professional Development Committee.
 - b. One (1) day shall be provided for professional development including parent and teacher consultation on educational matters and/or educational change. This day will be jointly planned by the Board and PRNTA.
 - c. Two (2) half-days shall be provided for parent-teacher interviews.
 - d. Two (2) half-days shall be provided for report card preparation. These days shall be used to plan and prepare for student assessment and evaluation reports to parents.
5. A minimum of four (4) days of one (1) hour early dismissals shall be provided each year, for the purpose of facilitating parent-teacher interviews.

6. Teachers of Primary 1 (kindergarten) students shall be provided five (5) consecutive days after the opening day for phased-in Primary 1. The teacher may use these days for staged entrance and/or home visits during the school day.
7. The last day in the regular work year shall be an administrative day and no teacher shall be required to offer instruction. No students shall be required to be in attendance.
8. The first day in the regular work year shall be school opening day. Students shall be dismissed after two (2) hours of attendance.
9. Non-instructional days shall be considered as instructional days for salary purposes.
10. Payment for Work Beyond Regular Work Year:
 - a. A teacher who, on the specific request of the superintendent, voluntarily agrees to work beyond the regular work year shall be paid at the rate of 1/200th of his/her annual salary per diem.
 - b. During July and August, minimum time per callout shall be one-half (½) day).
11. It is recognized that the conditions of Article D.26.9 shall not apply to voluntary involvement in professional development and in-service activities in July and August.
12. A teacher may, with the agreement of his/her administrative officer, elect to take compensatory time in lieu of payment.
13. The work year for speech and language pathologists shall not exceed the total number of days in session for teachers pursuant to Article D.26.1 between July 1 and June 30, provided that no days of work may be scheduled during the winter or the spring break without the agreement of the employee. A speech and language pathologist who, on the specific request of the superintendent, voluntarily agrees to work for more than the total number of days so established in the work year, shall be paid at the rate of 1/200 of his/her annual salary per diem, or may, with the agreement of the Superintendent, elect to take compensatory time in lieu of payment. During July and August, minimum time per callout shall be one-half (1/2) day.

ARTICLE D.27 NUMBER OF PREPARATIONS

When the number of preparations exceeds the number of blocks in the school timetable, an additional preparation period will be provided.

ARTICLE D.28 INSTRUCTIONAL TIME

Prior to the Board altering the instructional time of teachers it shall seek the approval of the Association which shall not be unreasonably withheld. In the event that the Board intends to seek approval for such alteration, it shall give at least ten (10) days written notice to the Association of such proposed change(s).

ARTICLE D.29 AVAILABILITY OF TEACHERS ON-CALL

When a teacher is absent from school during assigned instructional time, for a half ($\frac{1}{2}$) day or more, the Board shall employ a teacher on-call to replace the absent teacher upon being informed of such absence.

ARTICLE D.30 BEGINNING TEACHERS

1. The Board shall endeavour to provide a beginning teacher with specific conditions to help him/her in his/her adjustment to teaching. The specific conditions may include, but not be limited to:
 - a. a carefully designed teaching assignment whereby the most demanding classes are not the responsibility of a beginning teacher, subject where necessary to the cooperation of other classroom teachers in the beginning teacher's school;
 - b. a mentor program, including a bank of 40 days for release time for conducting observations, demonstration teaching, collaboration, consultation and professional development activities. The Board and PRNTA Professional Development Committee will each contribute 20 days to the bank to be administered by the Professional Development Committee in consultation with the Director of Instruction, wherever possible;
 - c. an orientation and induction program.

ARTICLE D.31 HOME EDUCATION

1. Intentionally left blank — Removed by legislation
2. A classroom teacher and/or a speech and language pathologist who, upon the Board's request, evaluates or assesses the educational progress achieved by a home schooled student in relation to students of similar age in the school, shall be given reasonable additional time or additional appointment time to provide such services.

SECTION E PERSONNEL PRACTICES

ARTICLE E.1 NON-SEXIST ENVIRONMENT

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

ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT

1. General

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

2. Definitions

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

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

3. Resolution Procedure

a. Step 1

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

b. Step 2

- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.

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

4. Remedies

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
 - i. reinstatement of sick leave used as a result of the harassment;
 - ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
 - iii. redress of any career advancement or success denied due to the negative effects of the harassment;
 - iv. recovery of other losses and/or remedies which are directly related to the harassment.
- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.

- e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

5. Informal Resolution Outcomes

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

6. Training

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

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

- b. The awareness program shall include but not be limited to:
 - i. the definitions of harassment and sexual harassment as outlined in this Agreement;

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

ARTICLE E.20 PERSONNEL FILES

1. There shall be only one (1) personnel file for each teacher, maintained at district offices. Any file relating to a teacher, kept at a school, shall be destroyed when the teacher leaves that school.
2. After receiving a request in writing from a teacher, the Superintendent of Schools, in respect of the personnel file, or the principal of the school, in respect of any school file, shall forthwith grant access to that teacher's file.
3. An appropriate School Board official shall be present when a teacher reviews his/her file.
4. Personnel files shall be in the custody of the Superintendent of Schools and shall not be accessible to other than appropriate administrative officials of the School District.
5. The School Board agrees that only material which is factual and relevant to the employment of the teacher shall be maintained in the personnel files.
6. When material is placed on a teacher's file that, in the opinion of the Superintendent of Schools, is critical of the teacher, or in the nature of a reprimand, the teacher shall be notified in writing.

ARTICLE E.21 SCHOOL ACT APPEALS

1. Where a pupil and/or guardian files an appeal under the School Act (Section 11) and Board By-law of a decision of a teacher covered by this agreement, or in connection with or affecting a teacher,
 - a. the teacher and the Association shall immediately be notified of the appeal, and shall be entitled to receive all documents relating to the appeal seventy-two (72) hours prior to any hearing;

- b. the teacher shall be entitled to attend any hearing in connection with the appeal where the appellant is present and shall have the right to representation by the Association; and
 - c. the teacher shall have the opportunity to provide a written reply to any allegations contained in the appeal;
 - d. the teacher shall be entitled to fair notice of evidence before he/she responds to it in any hearing.
2. The Board shall encourage the appellant to first communicate the substance and nature of the appeal to the teacher who made the decision. If the appellant has not already done so, the Board shall give the appellant a reasonable opportunity to communicate with the teacher.
3. No decision or By-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this agreement, or deprive the teacher of any right, benefit or process otherwise provided by law.

ARTICLE E.22 EVALUATION OF TEACHERS

1.
 - a. Reports shall be prepared only by evaluators authorized by the School Act and Regulations, and shall be prepared independently and without collaboration.
 - b. A teacher may request that the Board assign a different evaluator, provided the request is in writing and states the reasons for the request. Such a request shall normally be made prior to the pre-evaluation conference.
2. All formal reports on the work of a teacher shall be in writing.
3. The criteria for any evaluation of the work of a teacher shall be consistent with those set out in Article E.23.
4. Teacher evaluations by school based administrative officers will occur:
 - a. upon the written request by a teacher to the principal, before January 31st, unless later notification is acceptable to the evaluator.
 - b. upon an initial placement in the district.
 - c. when, in a principal's judgment, evaluation is required.
 - d. upon the request of the Board or senior district staff.
 - e. every three (3) years to five (5) years. Teachers to be evaluated under this clause will be notified in writing by the principal by October 31st of the year in which they are to be evaluated.
 - f. when required by the College of Teachers.

5. The evaluation process will include:

- a. a pre-evaluation conference between the evaluator and the teacher, at least thirty (30) days prior to the first formal observation, to review:
 - i. the purpose and process of evaluation;
 - ii. the criteria on which the evaluation is to be based;
 - iii. the format of the report;
 - iv. the scheduling, frequency and length of observations;
 - v. the time span of observations;
 - vi. the method of the data collection; and
 - vii. other concerns of either the teacher or the evaluator.

- b. formal and informal observations. Not less than three (3), and not more than six (6), will be formal classroom observations.

The teacher shall have the right to select half of the formal observation times.

Unless there are extenuating circumstances, the formal observations shall be undertaken during a period of not less than one (1) month and not more than four (4) months.

- c. a post-observation conference between the teacher and the evaluator within three (3) working days of each formal observation, unless otherwise agreed to between the teacher and the evaluator.

A copy of the evaluator's written notes or a summary of each observation shall be presented to the teacher at the post-observation conference.

- d. a draft report presented to the teacher prior to a final report conference. The teacher may have up to three (3) working days between the presentation of the draft report and the final report conference to formulate his/her response.
- e. a final report conference to review and/or rewrite the draft report. The teacher shall have the opportunity of meeting with the evaluator in the company of another member of the Association.
- f. the teacher shall have the right to submit to the evaluator written commentary on the report which shall be filed with the report.

6. Reports shall:

- a. be anecdotal (written comments);
- b. embody a specific, objective description of the teacher's teaching performance based on personal observations of the evaluator;
- c. reflect any discrepancy between the teacher's professional training and assignment;
- d. not refer to the teacher's participation in extra-curricular activities;

- e. not make reference to the teacher's participation in union activities or matters not directly related to teaching duties;
 - f. contain specific recommendations for improvement, if applicable;
 - g. contain the evaluator's judgment of "satisfactory" or "less than satisfactory".
7. When a report on the performance of a teacher contains suggestions for improvement, the evaluator shall work jointly with the teacher planning strategies designed to assist the teacher to make the improvements suggested.
8. The original copy of a teacher's final report shall be forwarded to the Superintendent to be filed in the teacher's personnel file at the School Board Office. A copy shall be given to the teacher at the time of filing.

ARTICLE E.23 EVALUATION CRITERIA

Consistent with the School Act and Regulations, the following criteria should be addressed in reports on teachers:

1. Planning

The teacher:

- a. plans both long and short range instructional objectives which incorporate provincially and/or locally developed curriculum, with due consideration for individual differences;
- b. plans lessons which reflect these objectives; and
- c. uses a variety of teaching strategies, resources and evaluation methods.

2. Teaching Strategies

The teacher:

- a. communicates purposes and objectives to the students;
- b. involves students in experiences and activities designed to develop skills and stimulate thought; and
- c. uses instructional techniques that promote thinking skills.

3. Classroom Management

The teacher:

- a. practices classroom management that encourages the growth and development of students.

4. Student Assessment and Reporting

The teacher:

- a. establishes appropriate procedures for assessing and recording student progress; and
- b. reports this progress to parents.

5. Professional Relationships

The teacher:

- a. participates in the development and implementation of the philosophy and practices of the school; and
- b. works in co-operative ways with colleagues and the school community to promote the welfare of students.

6. Professional Growth

The teacher:

- a. keeps knowledge current; and
- b. continues to develop teaching techniques in the subject areas assigned.

ARTICLE E.24 DISMISSAL BASED ON PERFORMANCE

1. a. If, during the first six (6) months, exclusive of:
 - i. any leave of absence during or extending beyond those months, and
 - ii. the months of July and August,of a teacher's:
 - i. continuing appointment, or
 - ii. temporary appointment of one (1) school year in one (1) assignment,whichever occurs first, an administrative officer has reasonable grounds to believe that the performance of teaching duties of the teacher in his/her school is less than satisfactory, the Superintendent of Schools may place the teacher on probationary appointment and shall notify him/her to that effect forthwith. Reasonable grounds in this paragraph normally shall be a report prepared in accordance with the criteria set out in Article E.23.
- b. When a teacher is placed on probationary appointment, he or she shall be provided with notice in writing setting out the reasons for placement on probation.

The administrative officer shall provide the teacher with a written review of weaknesses in the teacher's performance and written recommendations for improvement.

- c. A probationary appointment shall end the earlier of:
 - i. upon expiry of six (6) months exclusive of:
 - (1) any leave of absence during or extending beyond those months; and
 - (2) the months of July and August; or
 - ii. receipt of a report on the teacher's performance prepared in accordance with the criteria set out in Article E.23 indicating that the teacher's performance is satisfactory,
- d. A report referred to in Article E.24.1.c.ii shall be completed within ten (10) months of commencement of the teacher's:
 - i. continuing appointment; or
 - ii. temporary appointment of one school year in one assignment as the case may be, exclusive of:
 - iii. any leave of absence during or extending beyond those months; and
 - iv. the months of July and August.
- e. When the Superintendent of Schools places a teacher on probationary appointment, the Board shall provide the teacher with a plan of assistance which has been developed by district staff and an administrative officer in consultation with the teacher. Another teacher requested by the teacher also shall be involved in the development of the plan of assistance at the teacher's election.
- f. The Board shall not terminate the employment of a teacher during the probationary appointment unless it has:
 - i. considered a report prepared in accordance with the criteria set out in Article E.23 by the Superintendent of Schools or designate (not to be the administrative officer referred to in Article E.24.1.a on the work of the teacher stating that his/her teaching performance is less than satisfactory;
 - ii. given the teacher thirty (30) days' notice of termination in writing after receipt of the report referred to in Article E.24.1.f.i; and
 - iii. given the teacher an opportunity to meet with the Superintendent of Schools within seven (7) to fourteen (14) days after notice of termination is given, at which meeting the teacher may be accompanied by a representative of the Association.

- g. The period of time between the commencement of the probationary appointment and the issuance of the report referred to in Article E.24.1.f.i shall be at least four (4) months except that this period may be no less than two (2) months in exceptional cases where, in the Superintendent of School's opinion, the teacher's continued presence in a classroom would be unduly detrimental to the education or welfare of students.
 - h. Any report referred to in under this paragraph shall be prepared in accordance with the procedure set out in Article E.22 except that the pre-evaluation conference referred to in Article E.22.5.a may take place no fewer than ten (10) days prior to the first formal observation.
- 2.
- a. Except as provided in Article E.24.1, the Board shall not dismiss a teacher who is on continuing or temporary appointment for less than satisfactory performance of teaching duties, except where the Board has received at least three consecutive reports, pursuant to Article E.22, indicating that the learning situation in the class or classes taught by the teacher is less than satisfactory.
 - b. The reports referred to in Article E.24.1 shall be prepared in accordance with the process established pursuant to Article E.22, and the following:
 - i. The reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months.
 - ii. At least one (1) of the reports shall be a report by a Superintendent of Schools, an Assistant Superintendent of Schools or a Director of Instruction.
 - iii. The other two (2) reports shall include only reports of the Superintendent, Assistant Superintendent, Director of Instruction or the principal of the school to which the teacher is assigned.
 - iv. The reports shall be written by three (3) different evaluators.
 - c. In the event that a teacher receives a "less than satisfactory" report:
 - i. A program of assistance, developed jointly by the teacher, the evaluator and members of district staff, shall be made available to the teacher. Another teacher requested by the teacher also shall be involved in the development of the plan of assistance at the teacher's election.
 - ii. A second evaluation shall not be initiated until the date recommended by the evaluator.
 - d. Where the Board intends to dismiss a teacher on grounds of a less than satisfactory performance of teaching duties, it shall, no later than two (2) calendar months prior to December 31st, March 31st or June 30th, notify the teacher and the President of the Association of such intention and provide an opportunity for the teacher and a representative of the Association to meet with the Superintendent of Schools and the Board within fourteen (14) days of such notice.

- e. Where, subsequent to such a meeting, the board decides to dismiss a teacher for less than satisfactory performance of teaching duties, it shall issue notice of dismissal at least thirty (30) days prior to December 31st, March 31st or June 30th, unless otherwise mutually agreed upon by the teacher and the Board, setting out the grounds for such action.

ARTICLE E.25 POSTING AND FILLING OF VACANCIES

1. In this article "vacancy" means an existing or newly created teaching assignment/position to which a teacher is not assigned, with the exception of:
 - a. a position that is filled internally by a reallocation of the existing staff; or
 - b. a position that is filled by a teacher returning from a leave of absence to the position he/she left.
2.
 - a. Assignment within a school shall be based on the qualifications, training, experience, and personal preference of the teacher, and shall not be used for disciplinary purposes.
 - b. The administrative officer in consultation with the staff shall meet annually or as necessary for the purpose of discussing the proposed timetable and staff assignments and determining the teaching positions required in the school.
 - c. A teacher who is not satisfied with a proposed assignment in a school may appeal his/her assignment to the administrative officer who, in consultation with the staff who may be affected by any change in assignment, may change the teacher's assignment.
3. All vacancies and new positions of twenty (20) school days duration or longer shall be advertised in all schools and centres of the school district as soon as they become known, for a period of five (5) calendar days.

The position shall be filled within ten (10) days of the end of the posting period if an internal applicant is selected. Within a further five (5) working days after filling a posted position, the Board will post the name of the successful applicant in the same manner as the original posting.

Vacancies arising between June 30 and August 20 of each year shall be posted in the district office. Copies of all postings shall be forwarded at the time of posting to the Association president.

4. All postings shall contain the nature of the position, and any special qualifications and skills required for the position.
5. Where applicants for a position are relatively equal in qualifications and skills relevant to the vacant position, preference for positions other than posts of additional or special responsibility shall be given to teachers employed in the district in the following order of priority, provided that the teacher has the necessary qualifications, special qualifications and skills:

- a. continuing appointment teachers who apply for the posted position;
 - b. teachers on the recall list under Article C.20;
 - c. district initiated transfers;
 - d. part-time continuing appointment teachers who apply for the posted position which would increase the time of their assignment or appointment;
 - e. teachers with at least four (4) months aggregate service on temporary appointment(s) and who have not received a less than satisfactory report;
 - f. teachers who have less than four (4) months aggregate service on temporary appointment(s) and who have a minimum of thirty (30) days service;
 - g. teachers on-call who have taught in the District fifty (50) days or more in the past ten (10) teaching months immediately preceding the vacancy.
6. In this article "necessary qualifications" means a reasonable expectation, based on the certification, training, education or experience of a teacher, that that teacher will be able to perform the duties of the position in a satisfactory manner.

ARTICLE E.26 FALSELY ACCUSED TEACHER ASSISTANCE

1. When a teacher has been formally accused of child abuse or sexual misconduct in the course of exercising his/her duties as a teacher, and an investigation by the Board has concluded that the accusation is not true, and:
 - a. no criminal charges are laid;
 - b. criminal charges are stayed; or
 - c. the teacher is acquitted of criminal charges in relation to the accusation, the teacher shall be entitled to assistance from the Board in accordance with Article E.26.2 below.
2. The Superintendent, in consultation with the teacher and the Association, shall establish a plan of assistance to facilitate the teacher's successful return to work.
3. Such assistance could include:
 - a. short-term paid leave of absence for the teacher as determined by the Superintendent in consultation with the president of the Association;
 - b. transfer to a vacant position for which the teacher has the necessary qualifications; and
 - c. where requested by the teacher, provision of factual information to parents by the Board.

ARTICLE E.27 OFFER OF APPOINTMENT TO THE DISTRICT

1. An applicant for appointment shall be entitled to rely on the representation of the Superintendent, the Assistant Superintendent or the Secretary-Treasurer of a verbal offer of appointment, including the terms of such offer of appointment, which will be confirmed in writing within seventy-two (72) hours.

2. An applicant who has been offered an appointment shall advise the Board in writing of his/her acceptance or rejection within seventy-two (72) hours of receipt of the written offer referred to in Article E.27.1 above.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.20 PROFESSIONAL DEVELOPMENT

1. a. The Board shall contribute two and one-half (2.5) times category four (4) minimum annually to a Professional Development Fund to provide professional development for teachers.
- b. The PRNTA shall contribute \$2,800 annually to a Professional Development fund.

 The Professional Development Committee shall provide a statement to the Board and the Association annually detailing expenditures of this fund and showing that interest earned on this principal amount is used for professional development in the district.
- c. The fund and any interest earned is to be administered by the Association's Professional Development Committee and the Director of Instruction or his/her appointee.
- d. The signing officers shall be the Professional Development Chairperson, the Director of Instruction and one other member of the Professional Development Committee.
- e. The Board's contribution shall be paid into a separate account under the administration of the Professional Development Committee by the first working day of the school year.
- f. The Association's share is to be paid into the Professional Development account by the first working day of the calendar year.
- g. The fund is to be used solely for the purpose of professional improvement activities as approved by the Professional Development Committee. The Professional Development Committee will allocate a portion of the fund for teacher on-call costs for teachers who are working with Professional Development activities.
2. The professional development fund shall be available to teachers on September 1st of each year.

Each school staff may elect a professional development committee.

- a. The committee shall be chaired by a teacher.
- b. The principal, or designate, may be an ex-officio member of the committee.
- c. The primary function of the committee shall be to plan any school-based professional development activities which involve the whole staff.

3. Professional development plans and activities shall be developed by the professional staff of each school; or the Association with respect to a District-wide professional development day. The Professional Development Committee will recommend a schedule of professional development days to the Board.

ARTICLE F.21 PROFESSIONAL RIGHTS AND RESPONSIBILITIES

1. Within the bounds of prescribed and authorized provincial and local curriculum, teachers shall have the professional rights and responsibilities to determine the methods of instruction, and the planning, presentation and evaluation of course material in their general work assignments.
2. Article F.21.1 does not limit the Board's right to evaluate a teacher's effectiveness pursuant to Article E.22 (Evaluation of Teachers).

SECTION G LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE

1. Effective September 1, 2006, the employer will accept up to sixty (60) accumulated sick leave days from other school districts in British Columbia, for employees hired to or on exchange in the district.
2. An employee hired to or on exchange in the district shall accumulate and utilize sick leave credit according to the provisions of the Collective Agreement as it applies in that district.
3. Sick Leave Verification Process
 - a. The new school district shall provide the employee with the necessary verification form at the time the employee receives confirmation of employment in the school district.
 - b. An employee must initiate the sick leave verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of commencing employment with the new school district.
 - c. The previous school district(s) shall make every reasonable effort to retrieve and verify the sick leave credits which the employee seeks to port.

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

[See Article G.21 Sick Leave, for sick leave use and accrual]

ARTICLE G.2 COMPASSIONATE CARE LEAVE

1. For the purposes of this article "family member" means:
 - a. in relation to an employee:
 - i. a member of an employee's immediate family;
 - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;
 - iii. the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;
 - b. in relation to an employee's spouse:

- i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
 - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
- 2. Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the BC Employment Standards Act for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.
- 3. A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.
- 4. The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.
- 5. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.
- 6. Seniority shall continue to accrue during the period of the compassionate care leave.
- 7. An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

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

[See also Article G.24 Serious Illness for short term compassionate leaves of up to five days.]

ARTICLE G.20 DEFERRED SALARY LEAVE PLAN

The Board shall maintain a deferred salary leave plan for teachers.

ARTICLE G.21 SICK LEAVE

- 1. The Board agrees that a teacher, absent from his/her duties for reasons of illness will be entitled to sick leave.
- 2. Illness shall include unavoidable quarantine or accident.
- 3. The Board may request a certificate, signed by a medical practitioner, for absences of more than three (3) days.

4. Sick leave shall be equivalent to one and one-half (1 ½) times the number of months taught by him/her in the service of the Board, less the number of days during which he/she has been absent for reasons of illness and for which the Board has previously allowed and paid full pay.
5. The number of days for which a teacher may be allowed full pay under this clause in any one school year shall not exceed one hundred and twenty (120).
6. It is expressly agreed that the Board shall recognize its obligation to grant paid sick leave under the foregoing provisions whether the entitlement to sick leave were accumulated under statutory provisions or by the provisions of this agreement.
7. A teacher who contracts a communicable childhood disease (i.e. measles, mumps or chicken pox), certified by a medical doctor, shall receive full pay and shall not have days absent for that reason deducted from accumulated sick leave credit, if there are other cases of the disease in the school or in the district to which the teacher may have been exposed.

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

ARTICLE G.22 PERSONAL LEAVE

1. Teachers who have accumulated fifty (50) sick days shall be eligible to receive one (1) personal leave day per calendar year. This is to be non-chargeable to sick leave.
2. Teachers with ninety (90) accumulated sick days shall be eligible for two (2) such days subject to the above conditions.
3. A maximum of one (1) day of the accrued personal leave days not used by a teacher during the calendar year will be carried forward into the future and placed into a personal leave bank. The minimum carried forward into the personal leave bank per calendar year will be one-half (½) day. Once days have been placed into the personal leave bank, which shall not exceed ten (10) days, these days will be carried forward into the future until they are used.
4. Notification for such leave must be given to the Administrative Officer prior to the leave and will be subject to the availability of a teacher on-call or class coverage that is acceptable to the principal. Date of application to the Administrative Officer will determine who gets leave if problems arise.
5. There will be no loss in pay for the teacher taking personal leave.

ARTICLE G.23 WORKERS' COMPENSATION/ INJURY ON DUTY

1. Where a teacher suffers from a disease or illness or incurs personal injury, (which disease, illness or injury is hereinafter called the "disability"), and he/she is entitled to benefits under the Workers' Compensation Act, he/she shall not be required to use his/her sick leave credits for time lost, during the first twelve (12) months, by reason of any such disability.

2. Any teacher in receipt of benefits from the Workers' Compensation Board will continue to accumulate increments as if he/she was teaching during this period.
3. All monies received by a teacher by way of compensation for wages from the Workers' Compensation Board will be paid to the School Board. In return, the School Board will pay to the teacher his/her regular monthly salary for a period of up to one (1) year. After that period, the salary paid to the teacher will reduce any sick leave credits the teacher has accumulated on a proportionate basis.
4. Compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during the period of temporary disablement.

ARTICLE G.24 SERIOUS ILLNESS

1. Leave with pay less cost of a teacher on-call to a maximum of five (5) days per year per family member will be granted in cases of serious illness of immediate family. The teacher shall notify the superintendent of schools through the administrative officer concerned.
2. "Immediate family" shall mean mother, father, sister, brother, daughter, son, stepchildren, grandchild, mother-in-law, father-in-law and spouse/common-law spouse.

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

ARTICLE G.25 LEAVE OF ABSENCE FOR NON-ELECTIVE TREATMENT OF MINOR DEPENDENTS

1. A teacher shall be granted up to ten (10) days leave of absence, with pay upon request, which shall be chargeable to accumulated sick leave to accompany a minor dependent if he/she is referred for treatment out of town by a local doctor. The Board shall have the right to request and receive verification of this from the doctor.

2. Illness of Minor Dependents

Leave with pay to a maximum of three (3) days per any one (1) year will be granted in case of illness of minor dependent.

ARTICLE G.26 BEREAVEMENT LEAVE

1. The Board shall grant leave with pay to a maximum of five (5) days in the case of death of a spouse (including common law spouse), children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, grandparent, grandchild or any other person living in the same household.
2. Leave in excess of five (5) days shall be granted without pay, upon written request to the Superintendent of Schools.

3. In the event of the death of a friend or any relative not mentioned above, the teacher shall be granted leave for a half ($\frac{1}{2}$) day, with pay, for the purpose of attending the funeral and additional days without pay, if necessary for travel, upon written request to the Superintendent of Schools.

ARTICLE G.27 MATERNITY LEAVE

1. Maternity Leave

- a. At least the minimum provisions under Part 6 of the Employment Standards Act shall apply.
- b. A pregnant teacher shall be granted, upon request, a leave of absence for a stated period of time, not to exceed six (6) months beyond that provided in the Employment Standards Act. Three (3) months written notice is requested.

2. Extended Leave

- a. A teacher shall be granted extended Maternity Leave beyond the limits set by the Employment Standards Act for a period up to twenty (20) school months after the date of birth.
- b. The teacher intending to make an early return to duty will submit a written application and a medical certificate.
- c. Teachers shall return from extended maternity leave at the commencement of a term or semester.
- d. A terminated pregnancy shall be treated in the same manner as a birth under the Employment Standards Act and the maternity and extended maternity leave provisions of the agreement.

3. Benefits on Maternity Leave

- a. The Board will continue to pay its share of all benefits during the period of maternity leave provided under the Employment Standards Act.
- b. The Board will continue benefit coverage for a teacher on extended maternity leave on the specific request of the teacher, provided the teacher agrees in writing to return to teaching in the district at the same or greater level of assignment at the end of the extended maternity leave for at least one (1) school year. If the teacher fails to return to teaching in the district at the end of the extended maternity leave, she shall reimburse the Board for the cost of benefits during that leave. If the teacher returns to a lesser level of assignment, she shall reimburse the Board pro-rata. Where a teacher is required to reimburse the Board under the terms of this clause, the Board has a right to recover the monies owing.

4. Use of Sick Leave

If at the end of the agreed-upon period of maternity leave, the teacher is unable to return to duty because of ill health, she shall qualify for sick leave in accordance with Article G.21 except that Article G.21.7 shall not apply.

ARTICLE G.28 SUPPLEMENTAL EMPLOYMENT BENEFITS ON MATERNITY LEAVE

1. When a pregnant teacher takes the maternity leave to which she is entitled pursuant to the Employment Standards Act, the Board shall pay the teacher:
 - a. Seventy-five (75) percent of her current salary for the first two (2) weeks of the leave, where the teacher is entitled to receive EI maternity benefits.
 - b. The difference between seventy-five (75) percent of her current salary and the amount of EI maternity benefits received by the teacher, for a further fifteen (15) weeks.
2. The Board agrees to enter into the Supplemental Employment Benefit Plan agreement required by the Employment Insurance Act in respect of such maternity payment.

ARTICLE G.29 PATERNITY LEAVE

On the birth of a child, the father shall receive three (3) days leave with pay, if requested. These days must be taken during the period from two (2) weeks before delivery, to two (2) weeks after delivery.

ARTICLE G.30 PARENTAL LEAVE FOR FATHERS

1. A father, inclusive of natural or adoptive, shall be granted parental leave for a stated and continuous period of time up to a maximum of twelve (12) weeks.
2. Parental leave shall be taken following the birth of the child and within the fifty-two (52) week period after the birth date of the new born child or, in the case of adoptive parent, within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody.
3. The board will continue to pay its share of all benefits during the period of parental leave.
4. Such application shall be made no later than four (4) weeks prior to the start of the intended leave or four (4) weeks prior to the beginning of a semester or term (wherever possible), or by May 31 in respect to leave commencing September 1 following.

5. a. A teacher returning from parental leave in the same school year shall be assigned to the same position held prior to the leave.
- b. A teacher returning from parental leave in the following school year shall be assigned to a position comparable to the position held prior to taking the leave.

ARTICLE G.31 ADOPTION LEAVE

1. In the case of legal guardianship or adoption, both parents shall be eligible for one (1) day leave with pay, if requested, during the week prior to, after or on the day the adoption or guardianship occurs.
2. In the case of adoption, maternity leave shall be granted and should commence from the date of arrival of the child in the home. All the provisions of this section shall apply including all rights guaranteed under the Employment Standards Act.
3. At the teacher's election, adoption leave shall be granted for up to five (5) days, less cost of teacher on-call, instead of maternity leave.
4. In the case of adoption, paternity leave shall be granted for up to five (5) days, less cost of teacher on-call.
5. Leave for Adoption Interviews

Up to five (5) days leave, less cost of teacher on-call, shall be granted to either parent (or both if both are employees of the Board), for mandatory interviews or travelling time to receive the child.

ARTICLE G.32 MARRIAGE OR ATTENDANCE AT WEDDINGS

1. A teacher will be granted a maximum of one (1) day leave with pay, less cost of a teacher on-call, for his/her marriage or attendance at the wedding of a relative. The teacher shall notify the superintendent of schools through the administrative officer concerned.
2. "Relative" shall mean mother, father, sister, brother, spouse/common-law spouse, daughter, son, stepchildren, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or any other relative living in the same household.

ARTICLE G.33 LEAVE OF ABSENCE FOR POLITICAL PURPOSES

Leave without pay up to a maximum of five (5) days in any school year, if required, shall be granted upon application to the superintendent of schools to any teacher seeking election in a Civic, Provincial or Federal election. Leave for longer than five (5) days shall be at the Board's discretion, upon application by the teacher.

ARTICLE G.34 JURY DUTY AND SUMMONS TO LEGAL PROCEEDINGS

1. The Board shall grant leave of absence with pay to any teacher summonsed for jury duty or required to attend any legal proceedings by reason of subpoena.
2. A teacher on such leave shall pay over to the Board, any sum received for jury duty or witness fees, exclusive of parking costs, daycare costs, travelling costs or meal allowances.

ARTICLE G.35 EARLY RETIREMENT INCENTIVE PLAN

The Board shall maintain an early retirement incentive plan for teachers in board policy.

ARTICLE G.36 EDUCATIONAL LEAVE

1. The board may grant educational leave on application to teachers with a minimum of five (5) year's service in the district for the purpose of furthering excellence of instruction in the school district.

Any of the following general activities may be considered to fulfil such purposes:

- a. Formal academic training regardless of whether it leads to higher certification;
 - b. Studies or programs designed to bring new techniques or educational strategies to the school district;
 - c. To assist established teachers to refresh and advance their knowledge of method, subject matter or general background for teaching.
2. A Review Panel shall be established to consider applications and make recommendations to the board. The Review Panel shall consist of two (2) representatives of the board and two (2) representatives of the association. Recommendations from the Review Panel may be rejected by the board, but in such cases, the board shall provide to the Review Panel, written reasons for its decision.
 3. The basic unit of leave shall be one year, but where appropriate, any portion of the school year may be granted from September 1 to June 30.
 4. Application will be made by the teacher applying in writing to the Superintendent of Schools stating clearly the particular purpose for the leave and the proposed activities designed to fulfil that purpose. Copies of all applications shall be submitted to the Review Panel.
 5. Application for full year educational leave must be received prior to March 1 of the school year preceding the year in which the leave will be granted. Application for part year educational leave must be received a minimum of three (3) months prior to the date the leave would commence.
 6. The teacher shall be considered to be on leave from the balance of his/her assignment so that they may purchase pensionable service to provide for a full year's pension credit.

7. The board will maintain benefit plans for the teacher provided the teacher reimburses the board for the benefit costs.
8. On return from leave, a teacher shall be assigned to a position comparable to the position held prior to taking the leave, unless a different assignment is mutually agreed upon.

SECTION H

SIGNATURES

Signed at Fort St. John, British Columbia, this 21st day of October, 2009

Dave Sloan, Director of Instruction
School District No. 60 (Peace River North)

Andy Sears, President
Peace River North Teachers' Association

Laura Buchanan, Labour Relations Consultant
British Columbia Public School Employers'
Association

Irene Lanzinger, President
British Columbia Teachers' Federation

SCHEDULE A

Isolation Allowance July 1, 2006 to June 30, 2011

July 1, 2006

SCHOOL	ROAD	KILOMETERS	PER KILOMETER	PER TEACHER PER YEAR
BUICK	PAVED	71	\$ 0.94	\$ 667.40
CLEARVIEW	PAVED	48.5	\$ 0.65	\$ 315.25
HUDSON'S HOPE	PAVED	96	\$ 0.52	\$ 499.20
PRESPATOU	PAVED	89	\$ 0.94	\$ 836.60
UPPER HALFWAY	GRAVEL	43	\$ 3.31	\$ 2,278.70
	PAVED	91	\$ 0.94	
UPPER PINE	PAVED	32	\$ 0.65	\$ 208.00
WONOWON	PAVED	89	\$ 0.94	\$ 836.60

July 1, 2007

SCHOOL	ROAD	KILOMETERS	PER KILOMETER	PER TEACHER PER YEAR
BUICK	PAVED	71	\$ 0.96	\$ 681.60
CLEARVIEW	PAVED	48.5	\$ 0.66	\$ 320.10
HUDSON'S HOPE	PAVED	96	\$ 0.53	\$ 508.80
PRESPATOU	PAVED	89	\$ 0.96	\$ 854.40
UPPER HALFWAY	GRAVEL	43	\$ 3.37	\$ 2,322.70
	PAVED	91	\$ 0.96	
UPPER PINE	PAVED	32	\$ 0.66	\$ 211.20
WONOWON	PAVED	89	\$ 0.96	\$ 854.40

July 1, 2008

SCHOOL	ROAD	KILOMETERS	PER KILOMETER	PER TEACHER PER YEAR
BUICK	PAVED	71	\$ 0.98	\$ 695.80
CLEARVIEW	PAVED	48.5	\$ 0.68	\$ 329.80
HUDSON'S HOPE	PAVED	96	\$ 0.54	\$ 518.40
PRESPATOU	PAVED	89	\$ 0.98	\$ 872.20
UPPER HALFWAY	GRAVEL	43	\$ 3.45	\$ 2,375.30
	PAVED	91	\$ 0.98	
UPPER PINE	PAVED	32	\$ 0.68	\$ 217.60
WONOWON	PAVED	89	\$ 0.98	\$ 872.20

July 1, 2009

SCHOOL	ROAD	KILOMETERS	PER KILOMETER	PER TEACHER PER YEAR
BUICK	PAVED	71	\$ 1.00	\$ 710.00
CLEARVIEW	PAVED	48.5	\$ 0.69	\$ 334.65
HUDSON'S HOPE	PAVED	96	\$ 0.55	\$ 528.00
PRESPATOU	PAVED	89	\$ 1.00	\$ 890.00
UPPER HALFWAY	PAVED	134	\$ 1.00	\$ 1,340.00
UPPER PINE	PAVED	32	\$ 0.69	\$ 220.80
WONOWON	PAVED	89	\$ 1.00	\$ 890.00

July 1, 2010

SCHOOL	ROAD	KILOMETERS	PER KILOMETER	PER TEACHER PER YEAR
BUICK	PAVED	71	\$ 1.02	\$ 724.20
CLEARVIEW	PAVED	48.5	\$ 0.70	\$ 339.50
HUDSON'S HOPE	PAVED	96	\$ 0.56	\$ 537.60
PRESPATOU	PAVED	89	\$ 1.02	\$ 907.80
UPPER HALFWAY	PAVED	134	\$ 1.02	\$ 1,366.80
UPPER PINE	PAVED	32	\$ 0.70	\$ 224.00
WONOWON	PAVED	89	\$ 1.02	\$ 907.80

PROVINCIAL LETTERS OF UNDERSTANDING / INTENT

LETTER OF INTENT No. 1

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Formalization of Middle School Provisions

Not Applicable in School District No. 60 (Peace River North)

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
--

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

Housekeeping - Form

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

Section A — The Collective Bargaining Relationship

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

Section B — Salary and Economic Benefits

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

Section D — Working Conditions

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

Section E — Personnel Practices

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

Section F — Professional Rights

1. Professional Development Committee (NOTE: See also Addendum C)
1.78 Professional Development Committee - as related to control
2. First Nations Curriculum
4.12 First Nations - Indian Studies Curriculum
3. Women's Studies
4.31 Women's Studies
4. Committees
4.8 Committee - Professional Relations
4.19 Parent Advisory Council
4.48 Joint Studies, Liaison, Employment Relations Committee
5. Fund raising
4.13 Fund Raising
6. Classroom Expenses
4.23 Reimbursement for Classroom Materials Paid by Teachers

Section G — Leaves of Absence

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

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

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

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

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

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

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

"Alice McQuade"
President
BC Teachers' Federation

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

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

Professional Development

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

Professional Development:

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

For BCTF:
“R. Worley”

For BCPSEA:
“K. Halliday”

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

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

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

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

Dated this 7th of October, 1997.

British Columbia Teachers' Federation

British Columbia Public School Employers'
Association

“R. Worley”

“K. Halliday”

LETTER OF UNDERSTANDING NO. 2

Between:

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

And:

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

Re: Approved list of arbitrators for:

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

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

John Kinzie
Judi Korbin
Robert Pekeles

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

Dated: August 14, 2007

Originals signed by:

Irene Lanzinger
For the BCTF

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).**

Not Applicable in School District No. 60 (Peace River North)

LETTER OF UNDERSTANDING No. 3.b

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

Not Applicable in School District No. 60 (Peace River North)

LETTER OF UNDERSTANDING No. 4

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

Re: Early Incentive Payment

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: One Time Payment to Teacher Inflation Adjustment Account

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 6

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

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

Original signed by:

Brian Kennelly
BCTF Co-Chief Negotiator

Jacquie Griffiths
BCPSEA Chief Negotiator

Suzie Mah
BCTF Co-Chief Negotiator

LETTER OF UNDERSTANDING No. 7

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Articles Housekeeping Committee

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 8

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Rehabilitation Committee

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Benefits Review Committee

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 11

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

Re: 2008 Salary Harmonization

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

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 12

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

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

Remote Recruitment & Retention Allowance:

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

SD 49 Central Coast	SD 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

Not Applicable in School District No. 60 (Peace River North)

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

INFORMATION

B.C. College of Teachers	1-604-731-8170
Toll-free long distance	1-800-555-3684
Fax	1-604-731-9142
B.C.S.T.A.	1-604-734-2721
B.C.T.F.	1-800-663-9163
Employee & Family Assistance Program (E.F.A.P.) - (24 hours)	250-787-2246
AHCOTE - Alaska Highway Consortium of Teacher Education	250-785-6981
Peace River North Teachers' Association (PRNTA)	250-785-8881
Fax	250-785-8881
E-Mail	lp60@bctf.bc.ca
Teacher Qualification Service	1-604-736-5484
Fax	1-604-736-6591
School Board Office	250-262-6000
Fax	250-262-6046
Ministry of Education - Victoria (info only)	1-250-387-4611
Teachers' Pension Plan	
Toll-free long distance	1-800-665-6770
Fax	1-250-356-7962
District Web Site	"www.prn.bc.ca"
Aboriginal Education	250-785-8324

INDEX

A		DISMISSAL AND DISCIPLINE FOR MISCONDUCT43
ACCESS TO INFORMATION 15		DISMISSAL BASED ON PERFORMANCE.....60
ACCESS TO WORKSITE/USE OF SCHOOL FACILITIES . 14		DUES DEDUCTION.....7
ACCIDENTAL DEATH AND DISMEMBERMENT 27		
ADOPTION LEAVE 74		E
ALLOWANCE		EARLY RETIREMENT
HEAD TEACHER..... 30		INCENTIVE PLAN75
ISOLATION 34		EARLY RETIREMENT BENEFITS35
POSTS OF ADDITIONAL OR SPECIAL		EDUCATIONAL LEAVE75
RESPONSIBILITY 33		EI REBATE23
SALARY INDEMNITY PLAN 24		EVALUATION CRITERIA59
SUPERVISION 34		CLASSROOM MANAGEMENT59
TRAVEL..... 35		PROFESSIONAL GROWTH60
ALTERNATE SCHOOL CALENDAR 45		PROFESSIONAL RELATIONSHIPS60
APPEALS - SCHOOL ACT 56		STUDENT ASSESSMENT AND REPORTING.....60
APPOINTMENT		TEACHING STRATEGIES59
OFFER OF 65		EVALUATION OF TEACHERS57
ATTENDANCE AT WEDDINGS 74		EXCLUSIONS FROM THE BARGAINING UNIT16
AVAILABILITY OF TEACHERS ON-CALL 51		EXPERIENCE31
		EXTENDED HEALTH.....27
B		EXTRA-CURRICULAR ACTIVITIES48
BEGINNING TEACHERS..... 51		
BENEFITS..... 27		F
DENTAL 27		FALSELY ACCUSED TEACHER ASSISTANCE64
EARLY RETIREMENT 35		FILES
GROUP LIFE AND ACCIDENTAL DEATH AND		PERSONNEL56
DISMEMBERMENT 27		
IN THE EVENT OF STRIKE ACTION 28		G
INFORMATION AND ASSISTANCE 28		GRIEVANCE PROCEDURE8
MEDICAL & EXTENDED HEALTH 27		GROUP LIFE27
PROTECTION 28		
RECALL 41		H
BENEFITS FOR PART-TIME TEACHERS..... 27		HARASSMENT/SEXUAL HARASSMENT52
BEREAVEMENT LEAVE..... 71		HEAD TEACHER ALLOWANCE30
BULLETIN BOARDS 14		HEALTH AND SAFETY48
		HOME EDUCATION51
C		
CATEGORY 5+ 28		I
COMMITTEES		INJURY ON DUTY70
MEMBERSHIP8		INSTRUCTIONAL TIME50
SCHOOL EDUCATION 16		INSURANCE.....26
COMPASSIONATE CARE LEAVE..... 68		ISOLATION ALLOWANCE34
CONTRACT DISTRIBUTION 15		
COURIER MAIL..... 14		J
		JURY DUTY AND SUMMONS TO LEGAL PROCEEDINGS
D	75
DEFERRED SALARY LEAVE PLAN 69		
DEFINITION OF WORK YEAR 49		
DENTAL 27		

L	
LAYOFF	39
LEAVES	
ADOPTION LEAVE	74
BEREAVEMENT LEAVE	71
COMPASSIONATE CARE	68
CONTRACT NEGOTIATIONS	13
DEFERRED SALARY LEAVE PLAN	69
EDUCATIONAL LEAVE	75
JURY DUTY	75
MARRIAGE OR ATTENDANCE AT WEDDINGS.....	74
MATERNITY LEAVE	72
NON-ELECTIVE TREATMENT OF MINOR	
DEPENDENTS	71
PARENTAL LEAVE FOR FATHERS	73
PATERNITY LEAVE.....	73
PERSONAL LEAVE	70
POLITICAL PURPOSES.....	74
PORTABILITY OF SICK LEAVE.....	68
PRNTA PRESIDENT'S RELEASE TIME.....	13
PROVINCIAL CONTRACT NEGOTIATIONS	12
SERIOUS ILLNESS	71
SICK LEAVE	69
SUMMONS TO LEGAL PROCEEDINGS	75
UNION, GENERAL	13
WORKERS' COMPENSATION/INJURY ON DUTY ...	70
LEGISLATIVE CHANGE	12
LETTERS OF UNDERSTANDING (PROVINCIAL)	
2008 SALARY HARMONIZATION	107
ADDENDUM A TO LOU 1	95
ADDENDUM B TO LOU 1.....	95
ADDENDUM C TO LOU 1.....	96
ADDENDUM D TO LOU 1	96
APPENDIX 1 TO LOU 1.....	82
APPENDIX 2 TO LOU 1.....	92
APPROVED LIST OF ARBITRATORS FOR D.3, D.5, LOI	
1.....	97
ARTICLE B.12 CATEGORY 5+ TRANSITIONAL	
PROVISIONS.....	110
ARTICLE C.2 - PORTING OF SENIORITY - SEPARATE	
SENIORITY LISTS	111
ARTICLE C.2 – PORTING OF SENIORITY & ARTICLE	
G.1 PORTABILITY OF SICK LEAVE –	
SIMULTANEOUSLY HOLDING PART-TIME	
APPOINTMENTS IN TWO DIFFERENT DISTRICTS	
.....	113
BENEFITS REVIEW COMMITTEE	106
DESIGNATION OF PROVINCIAL AND LOCAL	
MATTERS	81
EARLY INCENTIVE PAYMENT	100
EMPLOYMENT EQUITY - ABORIGINAL EMPLOYEES	
.....	102
FISCAL DIVIDEND.....	109
FORMALIZATION OF MIDDLE SCHOOL PROVISIONS	
.....	80
ONE TIME PAYMENT TO TEACHER INFLATION	
ADJUSTMENT ACCOUNT.....	101

PROVINCIAL ARTICLES HOUSEKEEPING	
COMMITTEE	103
REHABILITATION COMMITTEE.....	105
SECTION 27.4 EDUCATION SERVICES COLLECTIVE	
AGREEMENT ACT	99
SECTION 4 OF BILL 27	98
TEACHER SUPPLY AND DEMAND INITIATIVES	108
UPDATING THE PROVINCIAL COLLECTIVE	
AGREEMENT MID-CONTRACT MODIFICATION	
PROCESS	104
LOCAL AND BCTF DUES DEDUCTION	7

M

MARRIAGE OR ATTENDANCE AT WEDDINGS	74
MATERNITY LEAVE	72
BENEFITS	72
EXTENDED LEAVE.....	72
SUPPLEMENTAL UNEMPLOYMENT BENEFITS	73
USE OF SICK LEAVE	73
MEDICAL & EXTENDED HEALTH.....	27
MEMBERSHIP REQUIREMENT.....	7
MIDDLE SCHOOLS	46
MILEAGE	27
MINOR DEPENDENTS	
NON-ELECTIVE TREATMENT	71

N

NO CONTRACTING OUT.....	16
NO DISCRIMINATION.....	47
NON-SEXIST ENVIRONMENT	52
NUMBER OF PREPARATIONS	50

O

OFFER OF APPOINTMENT.....	65
ON-SITE UNION RIGHTS.....	14
OPTIONAL TWELVE MONTH PAY PLAN	25

P

PARENTAL LEAVE FOR FATHERS	73
PARENT-TEACHER INTERVIEWS	49
PART MONTH PAYMENTS AND DEDUCTIONS	35
PART-TIME TEACHERS' EMPLOYMENT RIGHTS	42
PART-TIME TEACHERS' PAY AND BENEFITS	30
PATERNITY LEAVE	73
PAY PERIODS	26
PAYMENT FOR WORK BEYOND REGULAR WORK YEAR	
.....	50
PERSONAL LEAVE	70
PERSONAL PROPERTY LOSS.....	25
PERSONALLY OWNED PROFESSIONAL MATERIAL	25
PERSONNEL FILES.....	56
PICKET LINE PROTECTION	14
PORTABILITY OF SICK LEAVE	68
PORTING SENIORITY	36

POST OF ADDITIONAL OR SPECIAL RESPONSIBILITY	33
POSTING AND FILLING OF VACANCIES	63
PREPARATION TIME	46
PREPARATIONS	
NUMBER OF	50
PRIVATE VEHICLE DAMAGE	25
PRNTA PRESIDENT'S RELEASE TIME	13
PROFESSIONAL DEVELOPMENT	66
PROFESSIONAL RIGHTS AND RESPONSIBILITIES	67

Q

QUALIFICATION AND EXPERIENCE	31
------------------------------	----

R

RECALL	40
RECOGNITION OF THE UNION	7
REGISTERED RETIREMENT SAVINGS PLAN	23
REIMBURSEMENT FOR MILEAGE AND INSURANCE	26
REIMBURSEMENT FOR PERSONAL PROPERTY LOSS	25
RESIGNATION	36
RIGHT TO REPRESENTATION	15

S

SALARY	18
SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION	23
SALARY INDEMNITY PLAN ALLOWANCE	24
SALARY SCHEDULE	
JULY 1, 2006	19
JULY 1, 2007	19
JULY 1, 2008	20
JULY 1, 2009	20
JULY 1, 2010	21
SCHOOL ACT APPEALS	56
SCHOOL EDUCATION COMMITTEE	16
SENIORITY	36, 37
LISTS	38
SERIOUS ILLNESS	71
SEVERANCE PAY	41
SEXUAL HARASSMENT	52
SICK LEAVE	69

SIGNATURES	77
SPEECH AND LANGUAGE PATHOLOGISTS	17
SUMMONS TO LEGAL PROCEEDINGS	75
SUPERVISION ALLOWANCE	34
SUPERVISION DUTIES	49
SUPPLEMENTAL UNEMPLOYMENT BENEFITS ON MATERNITY LEAVE	73

T

TEACHER ON CALL PAY AND BENEFITS	21
TEACHER ON-CALL AVAILABILITY	51
TEACHER ON-CALL HIRING	43
TEACHER ON-CALL LIST	42
TEACHER-IN-CHARGE	34
TEACHERS RIGHT OF RECALL	40
TEACHING ASSISTANTS	48
TEACHING SECURITY/SEVERANCE PAY	39
TEMPORARY APPOINTMENTS	42
TERM, CONTINUATION AND RENEGOTIATION	6
TRANSPORTATION	48
TRAVEL ALLOWANCE	35
TWELVE MONTH PAY PLAN	25

U

UNION LEAVE	13
UNION REPRESENTATIVE RIGHTS	15
UNION RIGHTS	
ACCESS TO WORKSITE/USE OF SCHOOL FACILITIES	14
BULLETIN BOARDS	14
COURIER MAIL	14
USE OF SCHOOL FACILITIES	14

W

WORK BEYOND REGULAR WORK YEAR	50
WORK YEAR	
DEFINITION	49
WORK YEAR - SPEECH AND LANGUAGE PATHOLOGISTS	50
WORKERS' COMPENSATION	70