

**2006-2011**

**A WORKING DOCUMENT**

**PROVINCIAL COLLECTIVE AGREEMENT**

**BETWEEN -**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**AS IT APPLIES IN S.D. #69 (QUALICUM)**

**Between**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 69 (QUALICUM)**

**(The "Employer")**

**And**

**THE MOUNT ARROWSMITH TEACHERS' ASSOCIATION**

**(The "Local")**

**Effective 2006 July 1 to 2011 June 30**

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.



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## SECTION A – THE COLLECTIVE BARGAINING RELATIONSHIP

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### **ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION**

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

- 1.1 Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2006 to June 30, 2011. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they shall commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
- 1.2 In the event that a new Collective Agreement is not in place by June 30, 2011 the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
- 1.3 All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified-in accordance with this Collective Agreement.
- 1.4
  - a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
  - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
  - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
- 1.5
  - a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
  - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.
  - c.
    - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
    - ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

### **ARTICLE A.2 RECOGNITION OF THE UNION**

- 2.1 The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
- 2.2 Pursuant to *PELRA*, the employer in each district recognizes the local in that district as the teachers' union for the negotiation in that district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to *PELRA* and the Provincial Matters Agreement.

## **SECTION A**

- 2.3 The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

### **Local Provisions**

- 2.4 Any position that is included in the bargaining unit as defined in Article A.2.1 may not be excluded without the agreement of the parties.
- 2.5 When consideration is being given to the creation or deletion of positions of administrative officers, the Board shall notify and consult with the Association.
- 2.6 The Board shall notify the Association of all new bargaining unit positions offered in the district and submit to the local Association offices a written job description of the position(s).
- a. Newly created positions which fall within the bargaining unit as covered in Article A.2.1, shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties.

### **ARTICLE A.3 MEMBERSHIP REQUIREMENT**

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

### **ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION**

- 4.1 The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.
- 4.2 At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.
- 4.3 The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
- 4.4 The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.
- 4.5 The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.



**ARTICLE A.5 COMMITTEE MEMBERSHIP**

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

**ARTICLE A.6 GRIEVANCE PROCEDURE**

6.1 **Preamble**

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

**Steps in Grievance Procedure**

6.2 **Step One**

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

6.3 **Step Two**

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

6.4 **Step Three**

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

## SECTION A

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

### 6.5 **Omitting Steps**

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

### 6.6 **Referral to Arbitration: Local Matters**

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

### 6.7 **Referral to Arbitration: Provincial Matters**

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

### 6.8 **Arbitration (Conduct of)**

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

## SECTION A

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

### 6.9 General

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

### ARTICLE A.7 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

- 7.1 The employer shall grant a leave of absence without pay to an employee designated by the BCTF for the purpose of preparing for, participating in or conducting negotiations as a member of the provincial bargaining team of the BCTF.
- 7.2 To facilitate the administration of this clause, when leave without pay is granted, the employer shall maintain salary and benefits for the employee and the BCTF shall reimburse the employer for the salary costs.

## **SECTION A**

- 7.3 Any other leaves of absence granted for provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the employer for the salary costs of any teacher employed to replace a teacher granted leave.
- 7.4 Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

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

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

### **Local Provisions**

#### **ARTICLE A.20 CONTRACTING OUT**

- 20.1 Except as mutually agreed by the Board and the Association, work of the kind regularly performed by a teacher in the district as part of his/her regular duties and responsibilities shall not be contracted out.

#### **ARTICLE A.21 EXPEDITED ARBITRATION**

Refer to Article A.6.6 and A.6.7 for appropriate authority to refer a grievance to arbitration.

- 21.1 Any grievance that has not been resolved prior to arbitration may be referred to expedited arbitration by agreement of the parties.
- 21.2 In any case, the following shall not be referred to expedited arbitration:
- a. dismissals,
  - b. suspensions in excess of twenty (20) days,
  - c. policy or general grievances.
- 21.3 A single arbitrator shall be selected from the list below. Unless the parties agree otherwise and subject to Article A.21.4 below, the arbitrator shall be selected on a rotational basis. Nothing shall prevent the parties from mutually agreeing to an arbitrator that is not included on the list.
- 21.4 Within ten (10) teaching days of the grievance being referred to expedited arbitration, the arbitrator shall hear the grievance and shall render a decision within five (5) days. If no arbitrator from the list is available within ten (10) teaching days, the first available arbitrator from the list shall be selected.

## SECTION A

- 21.5 No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision. Expedited arbitration decisions shall be of no precedential value and shall not thereafter be referred to by the parties in respect to any other matter.
- 21.6 The parties shall share equally the costs of fees and expenses of the arbitrator.
- 21.7 The list of arbitrators to be selected shall be:
- a. Tony Hickling
  - b. Allan Hope
  - c. Mark Thompson

### **ARTICLE A.22 PRESIDENT'S LEAVE**

- 22.1 A teacher elected to the position of president of the Association shall be granted leave of absence from teaching duties for up to one (1) year, at the request of the Association. Requests for such leave shall be in writing and received by the Superintendent of Schools prior to May 31st for the subsequent school year.
- 22.2 The Board shall pay the president's salary and provide benefits as specified in the Agreement. The Association shall reimburse the Board for one hundred percent (100%) of such salary and benefits' costs upon receipt of a monthly statement.
- 22.3 For purposes of pensions, experience, sick leave and seniority, the president shall be deemed to be in the full employ of the Board.
- 22.4 The president shall inform the Board of the number of days or partial days, if any, of absence from presidential duties due to illness. Such days or partial days shall be deducted from the president's accumulated sick leave credits.
- 22.5 The teacher returning to full teaching duties from a term or terms as president shall be assigned to the position held prior to the release or to another position which is acceptable to the teacher.
- 22.6 In the event of the illness of the president in excess of five (5) teaching days, this Article shall apply to a teacher appointed to replace the president for the duration of the illness.

### **ARTICLE A.23 VICE-PRESIDENT, BARGAINING CHAIR AND PROFESSIONAL DEVELOPMENT CHAIR**

- 23.1 A teacher elected to the position of Vice-President, Bargaining Chair or Professional Development Chair of the Association shall be granted leave of absence from teaching duties for up to one (1) year, at the request of the Association. Requests for such leave shall be in writing and received by the Superintendent of Schools prior to May 31 for the subsequent school year.
- 23.2 The Board shall pay the Vice-President's, Bargaining Chair's, and Professional Development Chair's salaries and provide benefits as specified in the Agreement. The Association shall reimburse the Board for that portion of their salaries and benefits equal to their respective percentage of release time upon receipt of a monthly statement.
- 23.3 For purposes of pension, experience, sick leave and seniority, the Vice-President, Bargaining Chair and Professional Development Chair shall be deemed to be in the full employ of the Board.
- 23.4 The Vice-President, Bargaining Chair and Professional Development Chair shall inform the Board of the number of days or partial days, if any, of absence from union duties due to illness. Such days or partial days shall be deducted from the Vice-President, Bargaining Chair or Professional Development Chair accumulated sick leave credits.
- 23.5 The teacher returning to full teaching duties from a term or terms as the Vice-President, Bargaining Chair or Professional Development Chair shall be assigned to the position held prior to the release or to another position which is acceptable to the teacher.

## **SECTION A**

23.6 In the event of the illness of the Vice-President, Bargaining Chair or Professional Development Chair in excess of five (5) teaching days, this Article shall apply to a teacher appointed to replace the Vice-President, Bargaining Chair or Professional Development Chair for the duration of the illness.

### **ARTICLE A.24 LEAVE FOR ASSOCIATION, B.C.T.F., C.T.F., OR COLLEGE BUSINESS**

- 24.1
- a. An employee who is a member of the Executive Committee, Representative Assembly, a committee or task force of the local Association or appointed an official representative or delegate of the local Association, shall be entitled to release time from instructional duties to carry out the duties involved, up to a maximum ten (10) days per school year.
  - b. An employee who is a member of a committee or task force of either the BCTF, CTF or the Teachers' College Council, shall be entitled to release time from instructional duties to carry out the duties involved, up to a maximum ten (10) days per school year.
  - c. An employee who is a member of the Executive Committee or Representative Assembly of the BCTF or CTF or a member of the Teachers' College Council, shall be entitled to release time from instructional duties to carry out the duties involved.
  - d. The total days absent under subsections (a), (b) and (c) above shall not exceed eighteen (18) days.
  - e. Such leave shall be granted without loss of pay subject to the payment by the Association, the BCTF, the CTF, or the College of Teachers to the Board of the full cost of the Teacher on Call.
- 24.2 In the event that an employee covered by this Agreement is elected to a full-time position as an officer of the BCTF, leave of absence without pay will be granted for the duration of those duties. For purposes of seniority the employee shall be deemed to be in the full employ of the Board. Employees returning from such a leave must provide written notice to the Board. The employee must apply for posted positions pursuant to Article E.20 (Posting Vacant Positions) and shall be placed pursuant to Article E.21 (Filling Vacant Positions).
- 24.3 Leave for meetings for direct collective bargaining with the Board or for attendance at arbitration hearings pursuant to Articles A.6 (Grievance Procedure) and A.21 (Expedited Arbitration) shall be approved beyond the limit set out above.

### **ARTICLE A.25 LOCAL ASSOCIATION STAFF REPRESENTATIVES**

- 25.1 Local Association school staff representatives elected in accordance with local Association procedures:
- a. shall be permitted to convene Association meetings in the school to conduct Association business on the condition that there be no disruption to classes nor other instructional or school activities;
  - b. shall whenever possible, conduct investigation of grievances, and participate in grievance meetings outside normal instructional hours. In emergent cases, where such investigation or grievance meetings cannot be conducted outside normal instruction hours, the school staff representative shall be relieved of instructional duties and shall not suffer any loss of pay;
  - c. shall be granted leave of absence without pay to attend an arbitration hearing pursuant to this Agreement.
- 25.2 The provisions of (b) shall apply to a designated member of the Association at any one time.

### **ARTICLE A.26 RIGHT TO REPRESENTATION**

- 26.1
- a. A representative(s) of the Association has the right to attend any meeting between a teacher and an administrative officer or the Board if the meeting is for disciplinary purposes.

## **SECTION A**

- b. A representative(s) of the Association may attend any meeting between a teacher and an administrative officer if either believes a representative(s) of the Association should be present.

### **ARTICLE A.27 ACCESS TO WORK SITE FOR ASSOCIATION BUSINESS**

- 27.1 The Association shall be permitted to use school facilities and equipment, subject to availability, for meetings and other Association activities on the condition that there be no disruption to classes nor other instructional or school activities.

### **ARTICLE A.28 BULLETIN BOARDS**

- 28.1 The Association shall be permitted to post notices of activities in matters of Association concern on bulletin boards. These bulletin boards shall be provided in each staff room in each school building.

### **ARTICLE A.29 USE OF DISTRICT COURIER SERVICE**

- 29.1 The Association shall be permitted to have reasonable access to the district courier service and employee mail boxes, free of charge, for communication to bargaining unit members subject to the smooth operation of the courier system.

### **ARTICLE A.30 STAFF COMMITTEES**

- 30.1 If the majority of the teaching staff in the school so decides, there shall be established a recognized staff committee in each school by September 30th of each school year.
- 30.2 The professional staff in each school shall determine the size and membership of such a staff committee and the procedures to be followed. In all schools, the staff may decide to act as a committee of the whole.
- 30.3 The Staff Committee may make recommendations on matters pertaining to the effective and efficient operation of the school.
- 30.4 Recommendations made by the Staff Committee shall be considered by the staff at a regular staff meeting. Recommendations made by the Staff Committee, accepted at the staff meeting and implemented by the school administration shall be binding on all members of the staff.
- 30.5 Should the school administration not implement the recommendations, reasons for not doing so shall be provided to a Staff Committee meeting, and if requested by the Staff Committee, at a regular staff meeting.

### **ARTICLE A.31 ACCESS TO INFORMATION**

- 31.1 The Board, upon request by the Association, agrees to furnish to the Association:
  - a. Public financial information including annual financial reports and audits, school district budgets, preliminary and final fiscal frameworks, and the Statement of Final Determination.
  - b. A list of teachers showing their names, grid placement, seniority and school assignment.
  - c. Notifications of job postings, transfers, hirings, resignations, retirements, discharges, suspensions and less than satisfactory evaluations as they occur.
  - d. Agendas and minutes of all Board meetings held in public and all attachments thereto at the time of distribution to the Board.
  - e. Other public information that may be used in negotiations and processing grievances.
  - f. Other information required to be provided under this Agreement.

## **SECTION A**

- 31.2 The Association shall have access to an up-to-date statement of Board policy on matters affecting teachers and not included in this Agreement.
- 31.3 The Board agrees to provide the Association with a list of all employees on leave of absence.

### **ARTICLE A.32 PICKET LINE PROTECTION**

- 32.1 Teachers who for personal reasons refuse to cross a duly constituted picket line, arising out of the Labour Relations Code, shall not be in violation of this Agreement and shall not be subject to disciplinary action but shall be considered "absent without pay".
- 32.2 The Board shall not request, require, nor direct teachers to do work or carry out duties normally performed by employees engaged in a legal strike, or locked out, nor shall teachers, require or direct pupils to carry out such duties.
- 32.3 Teachers, during a strike or lockout, shall not be required to work with persons specifically hired to perform duties which would normally be performed by employees who are on strike or locked out.
- 32.4 In the event that there is a picket line at any school district property, the president of the Association or designate and the Superintendent of Schools or designate, shall meet forthwith to attempt to determine whether or not such a picket line is viewed as a duly constituted picket line. If the Association president or designate and the Superintendent of Schools or designate agree that a picket line is not duly constituted, the employees covered by this Agreement shall be advised forthwith.

### **ARTICLE A.33 COPY OF THE AGREEMENT**

- 33.1 The Board shall provide a printed copy of this Agreement to:
- a. every teacher within thirty (30) days of the signing of this Agreement;
  - b. every new teacher upon accepting a position with the district; and
  - c. every Teacher on Call upon initial placement on the Teacher on Call list.

### **ARTICLE A.34 EDUCATION ASSISTANTS**

- 34.1 All education assistants employed to assist teachers shall be assigned to classes and/or a student(s) by the principal and shall work under the immediate supervision of teachers.
- 34.2 The primary responsibility for the educational program of a student(s) remains with the teacher (except as provided for in Section 26(2)(b) of the *School Act, R.S.B.C. 1996, c.412 with amendments*) who may be assisted in that purpose by an education assistant.
- 34.3 When schedules do not allow adequate time for the teacher to confer with the assigned education assistant(s), the teacher may request from the school-based team time during instructional hours for such purpose.
- 34.4 Should an education assistant be used to assume the primary responsibility for the educational program of a student(s) or be used as an alternative for a qualified teacher or speech pathologist, it shall be grievable under Article A.6 (Grievance Procedure).



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## SECTION B – SALARY AND ECONOMIC BENEFITS

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### **ARTICLE B.1 SALARY**

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

### **Local Provisions**

- 1.5 **Salary Schedule**
- a. Teachers - as per Appendix A (Salary Schedule).
  - b. Employees holding a valid BC teaching certificate who are assigned to the duties of speech pathologist, psychologist or occupational therapist shall be paid as a teacher.
  - c. Speech pathologists and occupational therapists not holding a valid BC teaching certificate shall be paid on the Category PC(4) scales. Speech pathologists and occupational therapists not holding a valid BC teaching certificate who have obtained their masters degree shall be paid on the Category PB(5) scale.
- 1.6 Except as otherwise provided, the placement of each teacher upon the schedule shall be in accordance with:
- a. The teacher's qualifications as most recently determined by the Teachers' Qualification Service.
  - b. Increments will be recognized as follows:
    - i. Experience for increment purposes shall be accumulated on a full-time equivalent (FTE) basis (i.e. same basis as pensionable service).

## SECTION B

- ii. Eight (8) FTE months of experience credit shall be recognized for one increment credit.
- iii. Experience credit will not be granted for leaves of more than five (5) days duration unless specifically stated elsewhere in this Agreement.
- c. i. Increment changes will be effective at the beginning of September or January, whichever is applicable.
- ii. When an increment change is effected, the teacher shall then begin to accumulate toward the next increment.
- iii. Those employees who have greater than eight (8) FTE months experience in any single school year shall not be eligible to claim more than one year's experience credit for that period of time.
- d. An accumulation of one hundred sixty (160) days of Teacher on Call teaching in District 69 after January 1, 1991, shall be the equivalent of one (1) year's experience credit.
- e. Any changes in salary status as a result of this Article shall not be retroactive.
  - i. It shall be the sole responsibility of the teacher at all times to provide his/her qualifications and experience to the Board. It shall be the responsibility of the teacher to establish his/her salary with the Board's representative. The Board shall not be required to inquire into the accuracy of such qualifications and experience.
  - ii. After all relevant documentation has been confirmed, the Board shall notify the teacher, in writing, of the category and experience placement that has been assigned.
  - iii. In the event that a teacher wishes to appeal his/her placement on the salary scale, for category and/or experience, the teacher must apply in writing to the Superintendent of Schools for adjustment. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, he/she may do so using the grievance procedure, as outlined in Article A.6.

### 1.7 Recognition of Experience

- a. Teaching and related experience shall be credited for service in:
  - i. government inspected schools,
  - ii. Department of National Defence schools, and
  - iii. a school while on an approved exchange.
- b. Teachers who are employed to teach in fields of Industrial Education, Business Education, Music, Art or Library, with experience in a field outside of teaching equivalent to a Journeyman in the industrial sense and closely related to the above mentioned subjects, may, upon the approval of a committee consisting of an equal number of representatives of the Board and the Association, be credited with not more than five (5) increments in addition to years of teaching experience recognized for salary increments. Such increments shall be valid only while teaching in the field of specialization.
- c. Placement of Specialty Teachers

In addition to anything else provided in this Agreement, a Journeyman Tradesman holding an Instructor's Diploma or Specialty Teacher holding equivalent training will be placed on the Category PC(4) scale. Placement on this scale and determined by Article B.1.7.b and other teaching experience will remain in effect until such time as the academic requirements for Category PC(4) status have been obtained.
- d. Periods of part-time teaching and temporary appointments may be added together for accumulation of years of experience credit. Experience credit shall also 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.

## **SECTION B**

- iii. Secondment to a faculty of education or teacher training institute of a Canadian university or college.
- iv. Service with Canadian Universities Service Overseas or the Canadian International Development Agency, to a maximum of two (2) years.
- v. Absence while on a paid leave of absence.
- vi. Absence while on long term leave of absence or self-funded leave, taken for professional advancement or educational upgrading.
- vii. Absence while on extended sick leave or leave while on Workers' Compensation Benefits, and,
- viii. Absence while on short term maternity leave and short term parental leave.

### 1.8 Method of Payment

[See Article B.9]

### 1.9 Part Payments

- a. The daily rate and the formula for calculating the daily rate shall be defined as 1/195 of the current annual salary of the teacher.
- b. A teacher shall be paid 1/10 of his/her current annual salary in respect of each month in which the teacher works all prescribed school days that month.
- c. Whenever a salary deduction or adjustment is calculated on a daily basis it shall be on the basis of the appropriate daily rate of the teacher's existing annual salary at the time of absence.
- d. For teachers commencing after the first day in the school year their first month's salary shall be calculated for days taught in the month in accordance with the appropriate daily rate. Each subsequent month shall be "on scale" as provided by the salary schedule.
- e. For teachers leaving before the last teaching day in a month, adjustment for days absent in the month shall be made on the basis of the appropriate daily rate.

### 1.10 Part-time Teachers

- a. Part-time teachers shall be paid that portion of their regular scale placement that relates to the portion of their assignment.
- b. Part-time teachers shall be eligible to participate in all benefit plans.

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

- 2.1 The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
- 2.2 For the purposes of Employment Insurance, the employer shall report for a Teacher on Call, the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
- 2.3 A Teacher on Call shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee he/she is replacing is entitled to claim.
- 2.4 Teachers on Call shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
- 2.5 Teachers on Call shall be paid an additional compensation of \$3 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$1.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.

## SECTION B

### 2.6 Rate of Pay:

- a. Employees who are employed as Teachers on Call shall be paid the rate specified below for each full day worked for the first three (3) days. Any provision in the Previous Collective Agreement which provides a superior daily rate shall remain part of the Collective Agreement.
  - i. Effective July 1, 2006 \$194.75
  - ii. Effective July 1, 2007 \$199.62
  - iii. Effective Sept 1, 2007 \$204.83
  - iv. Effective July 1, 2008 \$209.94
  - v. Effective July 1, 2009 \$215.19
  - vi. Effective July 1, 2010 \$219.50
- 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, whichever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day worked.

### Local Provisions

#### 2.7 Payment of Teachers on Call

- a. Teachers on Call shall be paid 1/195 of Category (4)(0) per day (inclusive of holiday pay) plus a sum equal to 8% of his/her Teacher on Call pay, in lieu of benefits for the first three (3) consecutive days of an assignment or assignments. After three (3) consecutive days in the same assignment or assignments, the Teacher on Call shall be paid pursuant to article B.2.6.b above.
- b. Accordingly, Teachers on Call shall be paid:

	<u>Salary</u>	<u>Per Diem Benefits</u>	<u>In Lieu of Total</u>
July 1, 2006	\$194.75	\$15.58	\$210.33
July 1, 2007	\$199.62	\$15.97	\$215.59
September 1, 2007	\$204.83	\$16.39	\$221.22
July 1, 2008	\$209.94	\$16.80	\$226.74
July 1, 2009	\$215.19	\$17.22	\$232.41
July 1, 2010 (inclusive of holiday pay)	\$219.50	\$17.56	\$237.06

#### c. Pay Periods

The Board shall, at least semi-monthly and not later than eight (8) days after each pay period, pay to each Teacher on Call all wages earned for that period.

- d. When a Teacher on Call participates in a non-instructional day on a teacher's behalf and with the approval of the teacher's administrative officer, that Teacher on Call shall be paid for that day.

#### 2.8 Teacher on Call List

- a. The Board shall maintain a list of certificated persons who have been placed on the list of Teachers on Call. The Board shall forward a copy of such a list to the Association in the month of September, and in each subsequent month in the school year.
- b. Subject to this clause, the Board shall not remove a person from the list of Teachers on Call during the school year save for just and reasonable cause. A teacher whom the Board intends to remove from the list for the succeeding year shall have the right to an interview with the Superintendent of Schools or designate, at which time substantive reasons for the action shall be given. This meeting shall take place prior to June 1.

## SECTION B

### 2.9 Teacher on Call Hiring

- a. In appointing Teachers on Call, the Board shall, pursuant to Section 19 of the *School Act, R.S.B.C. 1996, c.412 with amendments*, select a person on the list qualified for the assignment who possesses a valid BC teaching certificate, in preference to a person not possessing such a certificate.
- b. Where the Board reasonably expects a teacher to be absent for more than twenty (20) working days, the vacancy shall be filled by appointment to a temporary contract. When a Teacher on Call completes twenty (20) days continuous teaching on the same assignment, a temporary contract shall be granted retroactively to the commencement of the assignment for increments and seniority purposes only.
- c. The Teacher on Call initially assigned to a class where the teacher is absent for an indefinite period shall be permitted to continue the assignment until the teacher returns provided that the instructional services of the Teacher on Call have been satisfactory during that assignment. Nothing shall preclude the assignment being posted as per Article E.20 (Posting Vacant Positions) or as per Article B.2.9.b above.

### 2.10 Call-out Procedures

- a. In the event that the assignment of a Teacher on Call is interrupted after five (5) consecutive days by the return of a teacher who is subsequently absent due to illness for one working day or less, the Teacher on Call shall be reassigned, subject to availability, and the assignment shall proceed as if it has not been broken for salary or contract provisions which depend upon the length of assignment.
- b. The service of a Teacher on Call shall not be considered broken by:
  - i. a non-instructional day.
  - ii. a lockout.
  - iii. a statutory holiday.

### 2.11 Length of Assigned Day

- a. A Teacher on Call assigned to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a full day's wage.
- b. A Teacher on Call assigned to a school for only half a day and not utilized or utilized for only a portion of the half day shall be paid for a half day.
- c. A Teacher on Call working more than one half (.5) day but less than one (1) full day shall receive payment in proportion to the time worked. (Time based on five block periods or a five hour day.)
- d. No assignment shall be less than one half (.5) of a day.

### 2.12 Availability of Teachers on Call

- a. Under normal circumstances, a Teacher on Call shall be provided for all absent employees who have instructional duties whenever a qualified Teacher on Call is available who can provide appropriate instruction.

### 2.13 Duties of a Teacher on Call

- a. A Teacher on Call is expected to fulfill the duties and responsibilities of the regular teacher who is absent, except in emergencies. Should the Teacher on Call have a non-teaching period, he/she must report to the principal or designate, unless the regular teacher has assigned work for that period.

## **SECTION B**

### **2.14 Teacher on Call Provisions**

- a. Teachers on Call shall not be subject to any of the provisions of this Agreement other than this Article and any other Article where so specifically stated, except:
  - A.6 Grievance Procedure
  - A.21 Expedited Arbitration
  - A.32 Picket Line Protection
  - A.5 Committee Membership
  - B.10 Reimbursement for Mileage & Insurance
  - B.5 Registered Retirement Savings Plan
  - D.22 Noon Hour Supervision
  - D.23 Other Supervision Duties
  - D.24 Extracurricular Activities
  - D.26 Health and Safety
  - D.28 Weather Conditions (provided the Teacher on Call has been called out prior to the advisory being issued.)
  - E.25 Personnel Files
  - E.26 School Act Appeals
  - E.27 Public Complaints
  - E.28 No Discrimination
  - E.29 Race Relations
  - E.1 Non-Sexist Environment
  - E.2 Harassment/Sexual Harassment
  - E.30 Falsely Accused Employee Assistance
  - F.23 Professional Autonomy

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

***[Article B.3 is not applicable in School District 69 (Qualicum)]***

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

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

### **ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN**

- 5.1 In this Article:
  - a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
  - b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
- 5.2 ***[This clause is not applicable in School District 69 (Qualicum)]*** Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
- 5.3 ***[This clause is applicable in School District 69 (Qualicum)]*** The BCTF Plan shall be made available in all districts not included in Article B.5.2.

## **SECTION B**

- 5.4 The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
- 5.5 The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
- 5.6 If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
- 5.7 Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
- a. between September 1 and September 30 or December 15 and January 15 in any school year;
  - b. no later than sixty (60) days following the commencement of employment.
- 5.8 An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
- 5.9 There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
- 5.10 Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
- 5.11 The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

### **ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE**

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

### **ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS**

- 7.1 Private Vehicle Damage

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

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### **7.2 Personally Owned Professional Material**

- a. 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:
- b. The loss or damage is not the result of negligence on the part of the employee claiming compensation;
- c. The claim for loss or damage exceeds ten (10) dollars;
- d. If applicable, a copy of the claim approval from his/her insurance carrier shall be provided to the employer;
- e. 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**

- 8.1 Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
- 8.2 A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
- 8.3 An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of her/his intention to participate in the Plan by September 30<sup>th</sup>. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to clause 5 of this Article.
- 8.4 An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
- 8.5 Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
- 8.6 Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
- 8.7 An employee's accumulation in the Plan including her/his interest accumulation to March 31<sup>st</sup> shall be paid in equal installments on July 15 and August 15.
- 8.8 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.
- 8.9 The employer shall inform employees of the Plan at the time of hire.
- 8.10 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 is not applicable in School District 69 (Qualicum).]* [See B.9.4 below].

**Local Provisions**

- 9.4 Method of Payment
- a. Teachers shall be paid in ten (10) monthly installments, commencing September, with a mid-month advance of 50% of their net monthly salary.
  - b. The month-end payment shall be made on the last teaching day of the month except in December, in which case the payment shall be paid on December 16 with the advance.
  - c. The advance shall be made on the 16th of each month, commencing in September except where the 16th falls during Spring Break. In such instances, the advance will be paid on the last teaching day before the start of Spring Break

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

- 10.1 *[PCA Article B.10.1 does not apply in School District No. 69 (Qualicum).]* [See Article B.10.6.]
- 10.2 The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
- 10.3 The employer shall reimburse an employee who is required to use his/her personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.
- 10.4 *[PCA B.10.4.a through B.10.4.e and B.10.4.g do not apply in School District 69 (Qualicum).]***
- f. Should teachers from Lasqueti Island be required to attend meetings called by the Superintendent of Schools, or designate, or other Board business as pre-approved by the Superintendent of Schools, or designate, they shall be reimbursed for travel and costs related to ferry or necessary water taxi transportation.
- 10.5 The parties agree that there may be other situations analogous to those set out in Article B.10.4.a thru Article B.10.4.d above, in which non-resident employees are assigned to schools which require them to use ferries or water taxis to travel to work. By no later than September 30, 2006, the parties will identify any additional Districts and locations where employees may require reimbursement for ferry/water taxi charges. These additional areas will be recorded in a Letter of Understanding.

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

**Local Provisions**

- 10.6 Travel Allowance
- a. Teachers who are required to use their personal vehicles in order to carry out their regular duties or other Board business shall be reimbursed at the rate provided by Board policy from time to time, which shall be established after consultation with the Association. This includes travel between work sites as required on a regular basis. All such travel shall have prior approval of the Superintendent of Schools or his/her designate.

## SECTION B

### ARTICLE B.11 BENEFITS

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

#### Local Provisions

##### GENERAL BENEFITS

- 11.2 The Board shall provide each teacher with an application or enrolment form for participation in the medical, dental, extended health and group life insurance benefit plans. In the event a teacher does not wish to participate in any particular benefit plan where opting out is an option, the application or enrolment form must be so noted by the teacher and kept on file by the Board.
- 11.3 The Board shall advise all employees, including Teachers on Call, of their obligation/eligibility for contribution to the Teachers' Pension Plan (or Municipal Superannuation Plan if the employee is not eligible for enrolment in the Teachers' Pension Plan). The Board shall ensure that the appropriate deductions are made and remitted to the Superannuation Commission upon completion of the appropriate authorization forms.
- 11.4 The Board shall ensure that benefits begin from the starting date of employment or the first of the month following the starting date of employment, whichever is applicable.
- 11.5 Effective November 1993, the Board shall provide to each teacher, an annual summary of benefits provided through the Medical Services Plan, Extended Health, Group Life and Dental Plans, by which the teacher and any dependents are covered.
- 11.6 On request a teacher will be provided:
- a. any available pamphlets or brochures describing the health and welfare benefits set out in this Agreement;
  - b. assistance in obtaining the necessary forms required to claim a health and welfare benefit provided for in this Agreement.

##### BENEFITS COVERAGE

11.7 Medical Services

The Board shall pay 50% of the annual premium of each teacher covered by the Medical Services Plan of British Columbia.

11.8 Extended Health Care Plan [See also B.11.1]

The Board shall pay 100% of the premium cost of the Extended Health Care Plan for each teacher employed by the Board. The Board agrees to consult on a change of carrier. The plan will include the following options:

- a. vision care
- b. audio care
- c. supplemental travel rider

11.9 Dental Plan

- a. A Dental Plan shall include the following:
  - i. Prosthetic appliances, Crown and Bridge procedures.
  - ii. Basic Dental Services including diagnostic, preventative, surgical, restorative, prosthetic, endodontics and peritonitis services.
  - iii. Orthodontics.

## SECTION B

- b. The Board shall pay 80% of the premium cost of the Dental Care Plan for each teacher employed by the Board. The Board agrees to consult on a change of carrier. The plan will include the following coverage:
  - i. 100% of Plan "A" basic service
  - ii. 60% of Plan "B" prosthetic appliance, crown and bridge
  - iii. 60% of Plan "C" orthodontics, with a \$3,000 lifetime limit
- c. Teachers not enrolling in the plan when first eligible, or who withdraw from the plan, shall not be eligible to join at a later date unless:
  - i. They have been covered on another acceptable plan and lose their eligibility under that plan, or
  - ii. They submit written evidence from their dentist certifying that they and their dependents do not require basic dental service, prosthetics, crown and bridge procedures, or orthodontics work. Where a teacher provides this certification a six months waiting period shall apply from the first day of the month following that on which the certificate is filed with the Board. During this six month period, premiums will be shared by the Board and the teacher, but no work during this six month period shall be paid for by the Plan.
- d. Enrolment in the Plan shall be a condition of employment except for teachers employed by the Board as at January 1, 1982 so long as that employment is continuous and uninterrupted.
- e. Coverage shall be continued for teachers on leave with the same premium sharing.
- f. The Dental Plan shall specify that:
  - i. A dependent spouse includes a man or woman who, not being married to each other, live together as husband and wife.
  - ii. Parents or grandparents are not considered eligible as dependents.
  - iii. Where a teacher and spouse are both employed by the Board, only one need be enrolled, and the other may be a dependent.
- g. The rate classification shall be:
  - 1. Single
  - 2. Married
  - 3. Family

### 11.10 Group Life Insurance

The Board shall pay the premium for group life insurance. Such coverage shall be equal to or better than the Great West Life Insurance Plan (B) cosponsored by the BCTF and the BCSTA - additional benefits provided to be those specified in the agreed upon policy submitted by the National Life Insurance Company dated 1992.

Membership in the plan is a condition of employment.

### 11.11 Optional Life Insurance

- a. Premiums will be paid fully by the participating teachers.
- b. The Board will deduct and remit the monthly premium.

### 11.12 Benefits While on Leave of Absence

- a. Benefit coverage, as provided for in this Agreement, shall continue for employees on short term maternity leave and short term parental leave.
- b. Unpaid leaves of absence in excess of one (1) month including leaves while employees are on a BCTF Salary Indemnity Plan (other than leaves covered by Article B.11.12.a) shall be without benefits; except that the employees may elect to continue their benefits on the condition that the Board is reimbursed the total cost of the benefits. (Exception on dental according to Article B.11.9.)

## **SECTION B**

### **11.13 Benefit Plan Information and Changes**

The Board shall provide the Association with a copy of all master teacher benefit plans and shall annually provide the Association with those financial/actuarial statements for teacher benefit plans received by the Board.

### **11.14 Salary Indemnity Plan**

The teacher shall pay the annual premium of his/her own coverage under the BCTF Salary Indemnity Plan. Membership is a condition of employment for all eligible teachers entering the employ of the Board.

### **11.15 Employee and Family Assistance Plan**

- a. All eligible teachers shall, as a condition of employment, be enrolled in the Employee and Family Assistance Program (EFAP).
- b. The portion of the annual fee for services provided to teachers shall be shared equally between the Board and eligible teachers. The teachers' portion shall be deducted on a monthly basis.

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

### **12.1 Eligibility for Category 5+**

- a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;
  - i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.
  - ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.
  - iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.
- b. Post undergraduate diplomas agreed to by the TQS; or
- c. Other courses or training recognized by the TQS.

### **12.2 Criteria for Category 5+**

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

### **12.3 Salary Rate Calculation**

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

12.4 Application for Category 5+

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

**Transition Process** [a. below is not applicable in School District 69 (Qualicum), however, b. below is applicable]

Note 1:

- a. In school districts where Category 5+ existed on June 30, 2006: ***[This clause is not applicable in School District 69 (Qualicum)]***
  - i. 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.
  - ii. 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.
- b. In school districts where Category 5+ is being newly implemented: ***[This clause is applicable in School District 69 (Qualicum)]***
  - i. 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 SPECIAL SALARY ALLOWANCES**

20.1 Head teachers' allowances shall be 27.5% of the principal's allowance.

20.2 When one teacher teaches in a one-room school, an annual allowance will be paid as follows:

Effective July 1, 2006 .....	\$307.50
Effective July 1, 2007 .....	\$315.19
Effective July 1, 2008 .....	\$323.07
Effective July 1, 2009 .....	\$331.14
Effective July 1, 2010 .....	\$337.76

20.3 Teachers who teach at False Bay School shall receive a special allowance per full-time equivalent teaching assignment in each school year as follows:

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

**SECTION B**

20.4 Letters of Permission

- a. The Board shall inform the Association in writing of its intention to apply for a Letter of Permission. The Association shall be provided with the names and qualifications of all applicants for the position prior to the application for a Letter of Permission.
- b. Persons hired in the district on a Letter of Permission shall be paid on the scales indicated in Article B.1 (Salary) in accordance with the number of successfully completed years a teacher has gained at university, less one (1) year, but not exceeding Category PB(5) maximum.
- c. Teaching experience will be recognized in accordance with Article B.1.7.

20.5 Designated Teacher In Charge

A teacher assigned the responsibilities of an administrator on a replacement basis during the absence of the regular incumbent for periods from one-half (1/2) day up to one (1) week will receive an allowance known as the "Designated Teacher In Charge Allowance", (as provided in Appendix B). A Teacher on Call will be provided if required.

20.6 Coordinator's Allowance

- a. The annual allowance has been increased by the same percentage as the percentage increase applied to the salary grid and shall be:

Effective July 1, 2006 .....	\$4485.74
Effective July 1, 2007 .....	\$4597.88
Effective July 1, 2008 .....	\$4712.83
Effective July 1, 2009 .....	\$4830.65
Effective July 1, 2010 .....	\$4927.26

- b. Part-time coordinators shall be paid proportionately.

**ARTICLE B.21 FIRST AID**

- a. The Board shall pay an allowance per annum to a teacher holding a valid industrial first aid certificate who is designated as the first aid attendant in a school that requires such certificate in accordance with the Workers' Compensation Board Regulations.

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

- b. The course fees related to training shall be paid by the Board with prior approval of the Superintendent of Schools or designate.
- c. The Superintendent of Schools or designate shall provide release time with pay for a designated teacher to participate in authorized first aid training.

**ARTICLE B.22 SURVIVOR BENEFITS**

- 22.1 In the event of the death of a teacher, the Board shall pay one (1) month's salary to the beneficiary of the deceased, or to the estate. This payment is in addition to any amount earned by the deceased up to the date on which he or she was last employed by the Board.

**ARTICLE B.23 EARLY RETIREMENT INCENTIVE PLAN**

23.1 The Board will pay an allowance to teachers who resign from the school district (and/or retire under the Teachers' Pension Plan) before reaching age sixty-five (65), subject to the following conditions:

The teacher must:

- a. be age fifty-five (55) or over;
- b. be on the maximum step of the salary scale;
- c. retire from teaching in this district; and
- d. have served this school district for a minimum of ten (10) FTE years, the last two having been in continuous service.

23.2 The allowance will be paid in one or more annual installments as requested by the teacher and will be calculated as a percentage of the teacher's salary scale, exclusive of allowance, in the following amounts:

<u>Age in Month of Retirement</u>	<u>Percentage of Annual Salary</u>
60 and under	100%
61	80%
62	60%
63	40%
64	20%

23.3 Part-time teachers will receive the allowance pro-rata to the percentage of time actually worked averaged over the last five (5) years of service prior to retirement.

23.4 The Board will also pay the full cost of the following fringe benefits, if applicable, to age sixty-five (65) or for five (5) years after retirement or until death, whichever is earlier:

- a. Dental,
- b. Extended health benefits.

23.5 The Board will encourage individuals to seek investment and income tax counselling to ensure receipt of payment in the most advantageous manner.

23.6 The Board will grant early retirement for up to three (3) teachers per year entering the plan. In the event of more than three applications, the length of aggregate service will determine eligibility. The age of the applicants shall be the second determining factor in the event of a tie.

23.7 Applications must be submitted in writing to the Superintendent of Schools prior to September 30<sup>th</sup> for retirement in that school year.

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## SECTION C – EMPLOYMENT RIGHTS

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### **ARTICLE C.1 RESIGNATION**

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

### **ARTICLE C. 2 SENIORITY**

- 2.1 Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
- 2.2 Porting Seniority
  - a. Effective September 1, 2006 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to ten (10) years of seniority accumulated in other school districts in BC.
  - b. Seniority Verification Process
    - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
    - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
    - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
- 2.3 Teacher on Call
  - a. Effective April 1, 2006, a Teacher on Call shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.b.
  - b. For the purpose of calculating seniority credit:
    - i. Service as a Teacher on Call shall be credited one (1) day for each day worked and one-half (1/2) day for each half-day worked;
    - ii. Nineteen (19) days worked shall be equivalent to one (1) month;
    - iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.
  - c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with paragraph 1.
- 2.4 Effective July 1, 2006, an employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.
- 2.5 No employee shall accumulate more than one (1) year of seniority credit in any school year.
- 2.6 Any provision in the Previous Collective Agreement which provides a superior accumulation and/or application of seniority than that which is provided pursuant to this article, shall remain part of the Collective Agreement.

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



**Local Provisions**2.7 **Interpretation**

- a. Seniority means a continuing employee's length of aggregate service in the employment of the Board under continuing and temporary appointment. Part-time service of .5 or more will be credited as if it were full-time. Less than .5 service will be credited as .5 service.
- b. In addition to the provisions of Article C.2.7.a, the seniority for an employee on a continuing contract shall include:
  - i. Teacher on Call seniority accumulated pursuant to PCA Article C.2.3; and
  - ii. 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. For the purposes of this Article, leaves of absence in excess of one (1) month shall not count towards aggregate length of service with the Board, except:
  - i. Maternity leave/Short Term Parental leave;
  - ii. Leave for duties with the Association or the BCTF;
  - iii. Secondment to the Ministry of Education, a faculty of education or pursuant to a recognized teacher exchange program;
  - iv. Long term illness;
  - v. Leave for teaching with the Department of National Defence or Canadian Universities Service Overseas detached duty;
  - vi. Parenthood leave;
  - vii. Leave for elected office at the provincial or federal level;
  - viii. Leave of Absence Incentive Plan when used for professional purposes;
  - ix. Compassionate Care Leave.
- d. When the seniority of two (2) or more continuing employees is equal pursuant to Article C.2.7.a and C.2.7.b, the teacher with the greatest continuous present service with the Board shall be deemed to have the greatest seniority.
- e. When the seniority of two (2) or more continuing employees is equal pursuant to Article C.2.7.d, the teacher with the earliest date of the Superintendent of Schools' inter-office memorandum of appointment shall be deemed to have the greatest seniority.
- f.
  - i. When the seniority of two (2) or more continuing employees is equal pursuant to Article C.2.7.d and C.2.7.e the teacher 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.
  - ii. When the seniority of two (2) or more continuing employees is equal pursuant to Article C.2.7.d, C.2.7.c and C.2.7.f.i, the teacher possessing a valid BC teaching certificate with the earliest date of issue shall be deemed to have the greatest seniority.
- g. For the purposes of this Article, continuity of service shall be deemed not to have been broken by resignation for purposes of maternity followed by recall within a period of three (3) years, or by layoff and recall pursuant to this Article.

**ARTICLE C.3 LAYOFF – RECALL - SEVERANCE**

- 3.1 Where the Board considers that it is necessary to reduce the total number of teachers employed by the Board, it shall be done in accordance with the provisions of this Article. Nothing in this Article is intended to interfere with the Board's authority regarding suspension, dismissal or termination of teaching personnel pursuant to this Agreement or the *School Act, R.S.B.C. 1996, c.412 with amendments*.

## SECTION C

### 3.2 Basic Principle

The Board and the Association agree that the increase in length of service and the employment of the Board entitles a continuing teacher to commensurate increase in security of teaching employment provided the teacher possesses the necessary qualifications.

### 3.3 Interpretation

#### a. Loss of Seniority

A continuing teacher shall maintain seniority for twenty-seven (27) calendar months from the date of layoff except when terminated for cause.

#### b. Layoff

A layoff occurs when the service of a continuing teacher is no longer required and a continuing teacher elects to remain on the recall list.

#### c. Termination of Employment

Employment of a continuing teacher shall be terminated through resignation or discharge for cause or when the severance pay option pursuant to this Article is exercised by the teacher or when the teacher's re-engagement period expires.

#### d. Severance Pay

Severance pay for the purposes of this Article is compensation awarded at the time of a continuing teacher's termination of employment relative to the teacher's length of service with the Board.

### 3.4 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, and experience of a teacher that the teacher will be able to perform the duties of the position in a satisfactory manner following a reasonable period of familiarization.

b. Should any question arise as to whether a teacher has or does not have the necessary qualifications for a particular teaching position, the question may be grieved in accordance with Step 2 of the Grievance Procedure (Article A.6).

### 3.5 Termination and Layoff Procedures

a. Continuing teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority, provided they possess the necessary qualifications for the positions available.

b. The Board's right to transfer a teacher in relation to this Article shall not be subject to any other provisions of this Agreement.

c. The Board shall give each teacher it intends to layoff pursuant to this Article at least thirty (30) days notice in writing, if such notice is effective at the end of December and at least sixty (60) days if such notice is effective at the end of June, and to contain the reasons for the layoff. A copy of each letter shall be sent to the Association.

3.6 The Board shall maintain a recall list. Copies of that list will be sent to the Association at least twice a year, once by October 15<sup>th</sup> and once by February 14<sup>th</sup>.

### 3.7 Teachers' Rights of Re-Engagement

a. When a temporary position on the teaching staff of the district becomes available, the Board shall inform those on the recall list. The Board shall first offer the position to the continuing teacher who has the most seniority on the recall list pursuant to this Article and who has applied for the posted position, provided that teacher possesses the necessary qualifications for the available position. When positions pursuant to Article E.20 (Posting Vacant Positions)

## SECTION C

- are available, the Board shall inform those on the recall list of the available positions so that they may apply for any positions of their choosing. Teachers on the recall list who apply for posted positions are entitled to be placed in accordance with Article E.21 (Filling Vacant Positions).
- b. Teachers on the recall list will be responsible for advising the office of the Superintendent of Schools, in writing, of any changes in address, telephone number, or qualifications to ensure they are considered for vacancies which might arise. Offers under this Article shall be deemed to be received on the date they are delivered.
  - c. A continuing teacher who is offered recall pursuant to Article C.3.7.b shall inform the Board whether or not the offer is accepted within forty-eight (48) hours of the confirmed receipt of such offer.
  - d. The Board shall allow a maximum of thirty (30) days from the acceptance of the offer of a continuing appointment for the teacher to commence teaching duties.
  - e. A continuing teacher's right to recall is lost in the following circumstances:
    - i. If the teacher elects to receive severance pay;
    - ii. If twenty-seven (27) calendar months have elapsed from the date of layoff;
    - iii. Where the loss of the right of recall occurs in which case the teacher's employment shall be deemed to have been terminated. (The teacher's layoff in such circumstances shall be confirmed in writing.)
  - f. Continuing teachers on the recall list may be appointed to temporary assignments without jeopardizing their right to recall otherwise contained in this Article.
  - g. Upon recall a continuing teacher shall be entitled to a continuing appointment on the teaching staff of the district if the teacher held a continuing appointment at the time of layoff.

### 3.8 Seniority List

The Board shall, by October 15<sup>th</sup> of each year, forward to the Association a list of all continuing teachers employed by the Board in order of seniority as of September 1<sup>st</sup> of that year. The Board agrees to provide the Association with copies of all letters of transfer, appointment, and layoff.

### 3.9 Benefits

- a. A teacher who retains the right of recall pursuant to this Article shall be entitled, if otherwise eligible, to maintain participation and all benefits in this Agreement by payment of the full cost of the benefit to the Board.
- b. A teacher recalled pursuant to this Article shall be entitled to all sick leave credit accumulated at the day of layoff.

### 3.10 Severance Pay

- a. A teacher who has one or more years of continuous employment with the Board and who has been laid off from continuous employment, may elect to receive severance pay at any time before the teacher's right to recall is lost.
- b. Severance pay shall be calculated at the rate of five percent (5%) of one (1) year's salary, for each year's 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 termination.
- c. A continuing teacher who receives severance pay pursuant to this Article and who notwithstanding Article C.3.7.a is subsequently rehired by the Board, shall retain any payment made under the terms of this Article, and such a case, for purposes only of Article C.3.10.b, the teacher's service shall commence with the date of such hiring.

- 3.11 In the selection of teachers for layoff and for purposes of recall, a part- time teacher who is senior to another teacher shall be retained:

## SECTION C

- a. if the junior teacher's position is of the same percentage of time;
- b. if the junior teacher's position is of a lesser percentage of time and the senior teacher elects to claim it;
- c. if the junior teacher's position is of a greater percentage of time, if the senior teacher elects, providing the percentage of time claimed is no more than .2 FTE greater than the position from which the senior teacher was laid off;
- d. in cases where the position claimed is more than .2 FTE greater than the position from which the senior teacher was laid off the senior teacher may claim the percentage of time to which they were formerly appointed and the junior teacher may retain the balance of the assignment provided that the employees apply for and are granted a shared assignment under Article C.23. Such application must be made within fifteen (15) days of receipt of notice of layoff.

### **ARTICLE C.20 DISMISSAL AND DISCIPLINE FOR MISCONDUCT: JUST AND REASONABLE CAUSE**

- 20.1 The Board shall not dismiss or discipline a teacher bound by this Agreement except for just and reasonable cause.
- 20.2 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 allegations, all without unnecessary delay, subject to any exceptions established in law at such time or so as not to prejudice an investigation into the matter. In any event the teacher and the Association will be advised without further delay 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.
- 20.3 Unless the teacher and the Association waive the right to such a meeting the Board shall not suspend (other than a suspension to which Section 15.5 of the *School Act, R.S.B.C. 1996, c.412 with amendments* reasonably applies) or dismiss any person bound by this Agreement unless it has, prior to considering such action, held a meeting of the Board with the teacher entitled to be present, in respect of which:
  - a. the teacher and the Association shall be given at least seventy-two (72) hours notice;
  - b. at the time such notice is given to the teacher and the Association a statement in writing of the grounds for the contemplated action and all evidentiary documents that are intended to be considered at the meeting shall be given to the teacher and the Association. If further relevant information becomes available within the seventy-two (72) hour period, this information shall be communicated forthwith to the teacher and the Association prior to the meeting;
  - c. the Association on behalf of the teacher may file a written reply to the allegations prior to the meeting;
  - d. the teacher and/or his/her representative may attend the meeting and shall be entitled to receive copies of all evidentiary documents placed before the Board, to hear all the submissions presented to the Board, and to ask questions. The teacher and/or his/her representative may make written or verbal submissions during the meeting. Any written summary prepared by either party shall be tabled at the meeting;
  - e. the decision of the Board shall be communicated in writing to the teacher and the Association and shall set out the grounds for the Board's decision;
  - f. at any time up to the conclusion of the meeting referred to in Article C.20.4, the teacher or the Superintendent of Schools shall be granted on request a delay of the process for up to a maximum of seven (7) days. Accordingly, the parties shall also agree to extend the suspension, if imposed, to the date of notification of the teacher of the Board's decision.

## SECTION C

- 20.4 Where a teacher is suspended under Section 15.5 of the *School Act, R.S.B.C. 1996, c.412 with amendments*, the Board shall, prior to taking further action under Section 15.7 of the *School Act, R.S.B.C. 1996, c.412 with amendments*, hold a meeting in accordance with the foregoing provisions, unless the right to such meeting is waived by the Association.
- 20.5 Neither the Board nor the Association shall release to the media or the public, information in respect of the discipline or dismissal of a teacher except by joint agreement or by joint release agreed upon by the Board and the Association.
- 20.6 Notwithstanding Article A.6 (Grievance Procedure), where a teacher has been dismissed and the Association has decided to grieve the dismissal, it may be referred directly to arbitration provided for in the Article.
- 20.7 Whenever a teacher is formally disciplined by the Board or representative of the Board, other than by suspension or dismissal (to which Article C.20.3 applies), the Association shall receive a copy of the documentation. The Association may refer such disciplinary action to Step 2 of the Grievance Procedure (Article A.6). The Association may refer any disciplinary action by the Board directly to arbitration pursuant to Article A.6.7.
- 20.8 At an arbitration in respect of the discipline or dismissal of a teacher, no material from the teacher's file may be presented unless the material was brought to the teacher's attention at the time it was placed on file.
- 20.9 Where a Board investigation finds a teacher free of blame of the grounds for action under this Article, the teacher shall be reinstated without loss of pay.

### **ARTICLE C.21 PROCEDURES WHERE DISMISSAL IS BASED ON PERFORMANCE**

- 21.1 The Board may dismiss a teacher on the basis of less than satisfactory teaching performance where the Board has received at least three (3) reports prepared in accordance with Article E.24 (Evaluation of Teaching), each indicating less than satisfactory performance or two (2) reports in the case of teachers who are in their first eight (8) months of employment with the Board.
- a.
    - i. The reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months and not less than four (4) or more than eight (8) months when two (2) reports are required for dismissal.
    - ii. Absences on sick leave or other leaves of absence shall not be included in the calculation of the period referred to in this section.
    - iii. Where a teacher is absent on sick leave or other leave for greater than one (1) month, any subsequent evaluation or continuation of an evaluation which has already commenced, will not occur for at least one (1) month, or at least two (2) months if the absence is greater than six (6) months, or at least three (3) months if the absence is greater than one (1) year. Such a period shall not be included in the calculation of the period referred to in this Article C.21.1.a.i.
    - iv. The reports referred to in paragraph (a) shall have been prepared in accordance with the process established in Article E.24.5 (Evaluation of Teaching) of this Agreement.
  - b. At least one of the reports shall be a report of the Superintendent of Schools or the Assistant Superintendent of Schools.
  - c. The other report(s) shall include reports of:
    - i. the Superintendent of Schools, or the Assistant Superintendent of Schools;
    - ii. the Director of Instruction;
    - iii. the Principal of the school to which the teacher is assigned;
    - iv. the Principal of another school within the district which is the same level as the school in which the teacher is assigned.

## **SECTION C**

- 21.2 The reports shall be written by two different evaluators. Where three (3) reports are required, the third report shall be prepared by a third evaluator if requested by the teacher.
- 21.3 The report writers shall not collaborate in writing any report.
- 21.4 Where a teacher receives a less than satisfactory report, the teacher:
- a. may request a transfer, in which case the Board shall make all reasonable efforts to arrange the transfer of the teacher to a mutually agreeable assignment or school; or
  - b. may, when three (3) reports are required for the dismissal of the teacher, request and shall be granted leave of absence for a period to be approved by the Board and not to exceed one year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation shall be undertaken not less than two (2) months nor more than six (6) months after the teacher has returned to teaching duties. In the request for leave, the teacher shall outline the course of study he/she intends to embark upon, indicating the institution(s) where the study may be taken as well as the expected time frame.
- 21.5 Where the Board intends to dismiss a teacher on the grounds of less than satisfactory teaching performance, it shall, no later than two (2) calendar months prior to the notice of dismissal, give the teacher and the president of the Association written notice of its intention and shall set a time for a meeting within fourteen (14) days of the issue of notice or intention at which time the teacher and his/her representative shall have the opportunity to meet with the Superintendent of Schools and the Board.
- 21.6 Where, subsequent to such meeting, the Board decides to dismiss a teacher pursuant to this Article, it shall, issue a notice of dismissal of at least one (1) month, setting out the grounds for such action.

### **ARTICLE C.22 PART-TIME TEACHERS' EMPLOYMENT RIGHTS**

- 22.1 By March 1<sup>st</sup> a teacher with a continuing full-time appointment to the teaching staff of the district may, without prejudice to that appointment, request in writing a part-time assignment for the following year, specifying the fraction of time requested, and the length of time for which the part-time assignment or part-year assignment is requested. The needs of the district are of prime consideration in determining part-time assignments and such requests shall not be unreasonably denied.
- 22.2 When the request under Article C.22.1 is granted by the Board, the teacher shall be on leave of absence status in respect of the balance of the full-time appointment and shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the Board has made the part-time assignment. The teacher may return to a full-time assignment at an earlier date by agreement with the Superintendent of Schools, if reasonable written notice of request for an earlier return has been given. The teacher may apply for an extension to the period of part-time teaching by written request to the Superintendent of Schools by March 1st for the following school year.
- 22.3 A teacher with a continuing part-time appointment may, without prejudice to that appointment, apply for an additional part-time appointment for a specified fraction of time.
- 22.4 Part-time teachers shall receive salary and benefits according to Article B.1 (Salary).

### **ARTICLE C.23 SHARED ASSIGNMENTS**

- 23.1 All teachers may apply for shared assignments by March 1<sup>st</sup> for the following school year. The needs of the district are of prime consideration in determining shared assignments and such requests shall not be unreasonably denied.

## SECTION C

- 23.2 Teachers employed by the Board may jointly request a specified job-sharing assignment in respect of a single position. Where the request is granted:
- salary shall be pro-rated according to the percentage of time worked by each teacher;
  - the Board shall pay the benefit contributions provided in Article B.11 (Benefits) as if both teachers were full-time teachers;
  - when one of the teachers agrees to work due to the temporary absence or illness of the other teacher, that teacher shall receive payment at full pro-rata scale placement for all such work upon ratification of this Agreement; and
  - each teacher is considered for all other purposes to be on leave of absence with respect to the time not worked.
- 23.3 All proposed shared assignments will be detailed in writing by the respective teachers. All proposals should provide details on preparation time, supervision, appropriate organization of students, pupil evaluation, and on sharing of statutory holidays and professional development days.
- 23.4 Teachers shall be informed of the implications of a shared assignment as it affects: tenure, benefits/compensation, seniority/job security, pensions and employee evaluation.
- 23.5 Upon completion of the shared assignment, the teacher(s) shall be entitled to return to the percentage assignment time held prior to the shared assignment, unless an additional term is negotiated by, and acceptable to, all parties.
- 23.6 Any additional term shall be negotiated and approved at least two (2) school months before expiration of the current term.

### **ARTICLE C.24 EMPLOYMENT ON A CONTINUING CONTRACT**

- 24.1 All teachers appointed by the Board to the staff of the district shall be appointed on a continuing appointment of employment except for:
- temporary appointments made in accordance with this Agreement.
  - Teachers on Call.

### **ARTICLE C.25 TEMPORARY APPOINTMENTS**

- 25.1 The Board may make temporary appointments for positions of twenty (20) school days or longer up to a maximum of ten (10) school months within one school year.
- 25.2 Temporary positions must be posted pursuant to Article E.20.3 and E.20.7 (Posting Vacant Positions) and filled pursuant to Article C.25.3 below.
- 25.3 Vacancies occurring pursuant to Article C.25.1 shall first be offered to teachers on the recall list pursuant to Article C.3.7.f (Seniority-Layoff-Recall-Severance Pay) and then consideration shall be given to any other applicants.
- 25.4 The Board agrees to provide the Association with a monthly list of all temporary teachers and the positions they hold.
- 25.5 A teacher who has been employed by the Board on a temporary appointment for at least four (4) FTE continuous months and an aggregate of ten (10) FTE months and who is re-appointed to a position in a second or subsequent school year in the district shall be granted a continuing appointment.
- 25.6 The calculation of employment with the Board for the purposes of this Article shall commence July 1, 1988.

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## SECTION D – WORKING AND LEARNING CONDITIONS

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### **ARTICLE D.1 Removed by Legislation**

### **ARTICLE D.2 Removed by Legislation**

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

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

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



**ARTICLE D.4 PREPARATION TIME**

*[Article D.4 is not applicable in School District 69 (Qualicum)]* [See Local Article D.4.4 below.]

- 4.4 Each FTE classroom teacher shall receive a minimum of two (2) hours of preparation time per week. Preparation time may be averaged over the length of a school year.
- 4.5 Teachers with a half-time (.5) or greater classroom teaching assignment shall be entitled to preparation time on a pro-rata basis.
- 4.6 Preparation time for non-classroom teachers is implicit in their assignment, on the same basis as a classroom teacher, and should be scheduled in consultation with the principal.
- 4.7 The Board shall provide all First Year Primary teachers with a recess break on the same basis as other teachers in the school.

**ARTICLE D.5 MIDDLE SCHOOLS**

*[Article D.5 is not applicable in School District 69 (Qualicum)]* [See Local Article D.21]

**ARTICLE D.20 REGULAR WORK YEAR**

- 20.1 The annual salary established for teachers covered by this Agreement shall be payable in respect of 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, excluding Saturdays and Sundays, statutory holidays, Winter Break and Spring Break. If the last Friday in June falls on or before June 25, the regular work year will end on June 30.
- 20.2 The first day of Winter Break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1. If January 1 is a Saturday or Sunday, then school shall reopen on the following Tuesday.
- 20.3 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 will reopen on the Wednesday following the fourth Monday in March.
- 20.4 The regular work year for teachers covered by this Agreement shall include:
  - a. a minimum of four professional development days as provided for in Article F.21 (Professional Development).
  - b. a minimum of one (1) day for parent/student/teacher conferences, such day or two (2) half (0.5) days to be determined by the staff committee in each school;
  - c. one (1) hour on not more than four (4) instructional days for the purpose of facilitating parent-teacher interviews, such time to be determined by the staff committee in each school.
  - d. one (1) year end administration day which shall be the last day in the regular work year during which no teacher shall be required to offer instruction.
- 20.5 Teacher of Primary 1 (kindergarten) students shall be provided five (5) consecutive instructional days after the opening for phased-in Primary 1. The co-ordination of such shall be subject to approval of the administrative officer.
- 20.6 A teacher who is requested in writing by the Superintendent of Schools or designate to work beyond the regular work year and who agrees to such employment shall be paid at the rate of 1/195 of his/her annual salary entitlement for each day worked.

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- 20.7 At the time of the request and agreement to work the teacher may elect to take compensatory time in lieu of salary. The scheduling of compensatory time shall be determined by the teacher in consultation with the Superintendent of Schools or designate.
- 20.8 Nothing in this Article shall preclude the voluntary acceptance of special or extraordinary assignments not normally a teaching function, without compensation, during times that school is not normally in session.

### **ARTICLE D.21 DURATION OF THE SCHOOL DAY**

- 21.1 Each full-time elementary teacher's regular weekly assignment shall not exceed twenty-three (23) hours and forty-five (45) minutes of instructional time inclusive of preparation time as provided for in Article D.4 (Preparation Time).
- 21.2 Each full-time middle teacher's regular weekly assignment shall not exceed twenty-four (24) hours and twenty-five (25) minutes of instructional time inclusive of preparation time as provided for in Article D.4 (Preparation Time).
- 21.3 Each full-time secondary teacher's regular weekly assignment shall not exceed twenty-five (25) hours and forty-five (45) minutes of instructional time inclusive of preparation time as provided for in Article D.4 (Preparation Time).
- 21.4 Each part-time teacher's regular weekly assignment of instructional time shall be pro-rated from the limits outlined in Article D.21.1, D.21.2 and D.21.3 above.
- 21.5 No teacher shall be required to offer instruction beyond an interval of six and one-half (6.5) consecutive hours inclusive of:
- a. a regular noon intermission;
  - b. recess;
  - c. homeroom;
  - d. preparation time as provided in Article D.4; and
  - e. time for students to change classrooms.
- 21.6 In exceptional circumstances, such as Band or Music programs or accommodation problems or innovative organizational patterns (e.g. extended days), this Article shall not prohibit teachers from voluntarily accepting assignments outside the constraints of Article D.21.5 above. Otherwise, hours of instruction shall be consecutive for full-time teachers.
- 21.7 For the purposes of this Agreement, any change in the definition of "instructional time" mandated by the Ministry of Education shall be treated as a legislative change and Article A.8 (Legislative Change) applies.
- 21.8 A school staff may agree, with the approval of the Superintendent of Schools, to extend the length of the school day in order to have early dismissal day(s) for teachers and students during the regular work year.

### **ARTICLE D.22 NOON HOUR SUPERVISION**

- 22.1 No teacher shall be required to perform school supervision duties during the school's regularly scheduled noon intermission.

### **ARTICLE D.23 OTHER SUPERVISION DUTIES**

- 23.1 Teachers shall only be required to perform reasonable amounts of supervision duties.

**ARTICLE D.24 EXTRA-CURRICULAR ACTIVITIES**

- 24.1 In this Agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school.
- 24.2 Teachers recognize and support extra-curricular activities as a valued part of the school program.
- 24.3 The Board agrees all extra-curricular activities are provided by teachers on a voluntary basis.

**ARTICLE D.25 STAFF MEETINGS**

- 25.1 Teachers shall attend staff meetings in accordance with this section of the Agreement unless excused by their principal.
- 25.2
  - a. There shall be a maximum of three (3) hours per school month of meeting time for regular staff meetings, scheduled by the principal in consultation with the staff.
  - b. The principal shall give at least seven (7) days notice of a regularly scheduled staff meeting. Where seven (7) days advance notice is not given teachers shall make every reasonable attempt to attend the meeting.
  - c. An agenda of items shall be given to teachers two (2) days prior to any staff meeting.
  - d. Teachers shall have the right to place relevant items on the agenda to be considered.
  - e. Written notes or minutes shall be maintained. Copies shall be provided to staff.
- 25.3 Staff meetings shall be held on school days. Such meetings shall not be scheduled:
  - a. to commence more than one (1) hour prior to the beginning of classes, nor to conclude more than two (2) hours after the dismissal of students; nor
  - b. on weekends, statutory holidays and other vacation periods.
  - c. on professional development days.Regular staff meetings will not be held during recess.
- 25.4 Teachers shall make every reasonable effort to attend staff meetings that extend beyond the time frames as set out in Article D.25.3.
- 25.5 A teacher's attendance at staff meetings held outside the time frames set out in Article D.25.3(a) shall be on a voluntary basis.
- 25.6 Part-time and itinerant teachers shall attend staff meetings whenever practicable.

**ARTICLE D.26 HEALTH AND SAFETY**

- 26.1 Classes shall be conducted in clean, well-maintained facilities with appropriate lighting, heating and ventilation.
- 26.2 Whenever a concern arises, the employee has a right to fill out a "Safety Concern" form. The form is to be forwarded to the Health and Safety Committee and copies are to be sent to the Administrative Officer, the District Safety Officer, and the Association.
- 26.3 "Safety Concern" forms and "Employees Report of Incident" forms must be kept in all schools and all employees must be informed of their location.
- 26.4 Filling out either of the forms referred to in D.26.3 does not preclude the right of a member or the Association to file a grievance.

## **SECTION D**

- 26.5 A teacher has the right to refuse to work in an environment that he/she deems to be unsafe or unhealthy, until otherwise directed by the Superintendent of Schools after an appropriate investigation.
- 26.6 A teacher may administer (or supervise the self-administration of) medications to pupils only if the following conditions are met:
- a. the medication is required while the child is attending school;
  - b. a parent has requested the school's assistance and has signed a release concerning administration of medication;
  - c. the Administrative Officer and public health nurse have been notified and a school plan of action developed;
  - d. the teacher has volunteered and has been given child-specific training by the appropriate health care professional, to the satisfaction of the employee and the health care professional.
- 26.7 Under no circumstances shall a Teacher on Call be required to administer medication unless the above conditions, D.26.6(a) to D.26.6(d) have been met.

### **ARTICLE D.27 HEALTH AND SAFETY COMMITTEE**

- 27.1 There shall be a Health and Safety Committee established by the Board which shall include three (3) representatives of the Association.
- 27.2 The chairperson and secretary shall be elected from and by the members of the committee. Where the chairperson is a representative of the Board, the secretary shall be a representative of the Association or other employee union and vice versa.
- 27.3 The operation, function and responsibilities of the Health and Safety Committee shall be consistent with guidelines and regulations established pursuant to the *Workers' Compensation Act* and the *School Act, R.S.B.C. 1996, c.412 with amendments*.
- 27.4 The duties of the Health and Safety Committee shall include, but not be limited to, the following:
- a. Regular inspections of all district work sites where MATA members are regularly employed.
  - b. Recommendations to attain compliance with the Industrial Health and Safety regulations.
  - c. Consideration of recommendations from the work force in respect to industrial health and safety matters and recommendations for implementation where warranted.
  - d. Review of reports of current accidents, their causes and means of prevention; review of remedial action taken or required by reports from investigations and inspections.
  - e. Any other matters pertaining to health and safety.

Once school inspections are completed, school inspections reports must be posted at the work site and copies forwarded to MATA. Copies of accident reports and investigations must be forwarded to MATA.

### **ARTICLE D.28 WEATHER CONDITIONS**

- 28.1 When School District 69 buses are not running because of inclement weather conditions those teachers who are unable to attend due to the weather will not be required to work at school. Such absences from work at school shall be considered a leave of absence with pay. It is intended that teachers will make reasonable efforts to attend at school whenever the school is open.

### **ARTICLE D.29 BEGINNING TEACHERS**

- 29.1 It is recognized that beginning teachers benefit from support and encouragement in their adjustment to teaching. Each beginning teacher:

## **SECTION D**

- a. shall be provided with a district and school orientation program,
- b. at least once each term, shall be provided with the opportunity to meet with the principal and a colleague of his/her choice to discuss his/her adjustment to the teaching profession.

### **ARTICLE D.30 HOME EDUCATION**

- 30.1 A teacher asked to do an evaluation or assessment of a continuing home schooled student shall be given adequate release time for such purpose.

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## SECTION E – PERSONNEL PRACTICES

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

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

### **ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT**

#### **2.1 General**

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

#### **2.2 Definitions**

- a. For the purpose of this article harassment shall be defined as including:
  - i. sexual harassment; or
  - ii. any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or
  - iii. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates, or humiliates another person; or
  - iv. the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
  - v. such misuses of power or authority as intimidation, threats, coercion and blackmail.

- b. The definition of "sexual harassment" shall include:
- i. any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
  - ii. any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
  - iii. an implied promise of reward for complying with a request of a sexual nature; or
  - iv. a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

### 2.3 **Resolution Procedure**

a. **Step 1**

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

b. **Step 2**

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

c. **Step 3**

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

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### 2.4 Remedies

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
  - i. reinstatement of sick leave used as a result of the harassment;
  - ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
  - iii. redress of any career advancement or success denied due to the negative effects of the harassment;
  - iv. recovery of other losses and/or remedies which are directly related to the harassment.
- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

### 2.5 Informal Resolution Outcomes

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



**2.6 Training**

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

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

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

**ARTICLE E.20 POSTING VACANT POSITIONS**

20.1 "Vacancy" means a newly created position or an existing position vacated by the incumbent which the Board intends to fill.

20.2 All teachers in the district are eligible to apply for all vacancies.

20.3 All vacancies of twenty (20) school days duration or longer shall be posted on bulletin boards in all schools and centers of the school district for a period of six (6) school days as soon as they become known. Copies of all postings shall be forwarded at the time of posting to the Association office.

- a. During July and August vacancies shall be posted at the Board Office with a copy to the Association office and advertisements shall also be placed in local newspapers.

20.4 If at the end of the posting no internal applicants, with the necessary qualifications who have rights under Article E.21 (Filling Vacant Positions) have applied, vacancies may be advertised outside the district.

20.5 Teaching positions that may be filled on a temporary basis pursuant to Article C.25.1 (Temporary Appointments) need not be filled pursuant to Article E.21 (Filling Vacant Positions). Where there is no incumbent who has the right to the position returning to the position for the next school year, the position shall be posted for the subsequent school year.

20.6 A part-time teacher, with the necessary qualifications, may have an adjustment of 0.4 FTE or less added to that teacher's assignment without posting when such adjustment would increase the time of the assignment in the school.

A temporary part-time teacher may have an adjustment of 0.125 FTE or less added to that teacher's temporary assignment without posting when such adjustment would increase the time of the assignment in the school.

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- 20.7 Every posting shall contain the following information:
- a. Identification of the teaching position to be filled, i.e. subject area(s), grade level(s) and work location, full-time or specified part-time, and any other salient descriptive information;
  - b. Start date and, if applicable, end date;
  - c. Necessary qualifications, which shall be the reasonable, bona fide requirements for the position.
- 20.8 Prospective appointees shall be informed of the nature and location of the position and the living conditions in the district, prior to the appointment.
- 20.9 Advertisements and application forms for appointment to the teaching staff of the district shall not include reference to extra-curricular activities and programs and such matters shall not form part of any contract of employment.

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

- 21.1 Vacancies other than those of special responsibility shall be filled in the following priority provided that the employee has the necessary qualifications as specified in the posting, to perform the duties of the vacant position:
- a. employees requesting transfer as per Article C.21.4.a (Procedures Where Dismissal is Based on Performance) and per Article E.30.3 (Falsely Accused Employee Assistance);
  - b. employees who are on continuing contract, including employees who are on a continuing contract and returning from a leave;
  - c. employees on the recall list and employees with "intent to layoff" notices who would be on the recall list on the start date of the posted position.

When two or more applicants, within the same priority level, have the necessary qualifications for the posted position, consideration shall be given to the length of aggregate service within the district.

In any year teacher layoffs are required, employees returning from approved leaves of absence will have the right to either return to the position they vacated in accordance with Article G. (i.e. the position they vacated will be posted as temporary) subject to that position still being available, or to apply for a "round one" posted position. Should a teacher returning from leave neither have a position to return to and/or not be successful in posting into a round one posted position this teacher will be deemed "surplus."

The district's recall list becomes effective July 1<sup>st</sup> of each year. Effective July 1<sup>st</sup> of each school year, all remaining vacant positions for the current year will be posted as temporary and notwithstanding E.21.1.a and E.21.1.b, teachers on the recall list will be given first consideration in accordance with Article C.3.4, C.3.7 and C.25.

- 21.2 In filling vacancies for positions of special responsibility, in-district applicants shall be given first consideration. Such appointments shall be made in a fair and reasonable manner.
- a. It is understood that if a member of the bargaining unit who holds a position of special responsibility, applies for and accepts an administrative officer position, that individual will relinquish all rights to the position of special responsibility, which shall then be posted and filled pursuant to Articles E.20 (Posting Vacant Positions) and E.21 (Filling Vacant Positions).
- 21.3 Positions shall be filled within five (5) school days of the end of the posting period, provided there are applicants with the necessary qualifications who have rights under Article E.20 (Posting Vacant Positions).
- 21.4 The name of the successful applicant shall be posted in the same manner as the original posting.

**ARTICLE E.22 OFFER OF APPOINTMENT TO THE DISTRICT**

- 22.1 An applicant for appointment shall be entitled to rely on a representation of the Superintendent of Schools, an Assistant Superintendent of Schools, Director of Instruction, Secretary Treasurer or Principal/Vice Principal that an offer of appointment has been made, or that an appointment has been made, which shall include the specifics of the position and initial assignment.
- 22.2 The Board shall confirm an offer of appointment to the district, in writing by letter, fax, or e-mail within forty-eight (48) hours.
- 22.3 An offer of appointment to the district shall be deemed to have been accepted when the acceptance has been mailed, faxed, or e-mailed to the Board.

**ARTICLE E.23 ASSIGNMENT IN SCHOOL**

- 23.1 A teacher's qualifications as defined in Article C.3.4 (Seniority-Layoff-Recall-Severance Pay) shall determine the teacher's assignment except in situations where there are:
  - a. staff shortages; or
  - b. staff reductions; or
  - c. insufficient student course demands; or
  - d. imposition of new provincial curricula.
- 23.2 Teacher assignments shall not be made for disciplinary reasons.
- 23.3 A staff meeting shall be held prior to June 15 for the purposes of discussing the proposed timetable and staff assignments for the next school year.
- 23.4 Proposed timetables and staff assignments will be provided to teachers by June 15 for the subsequent school year.
- 23.5 If a change in assignment is to be made after June 15, the teacher will be notified as soon as it is known thereafter in writing.
- 23.6 A teacher who feels that his/her assignment is not consistent with his/her qualifications (as defined in Article C.3.4) may refer the matter to the staff committee. The staff committee may make recommendations on the matter to the school principal. The teacher shall have the opportunity of meeting with the Superintendent of Schools within five (5) working days of confirmation of the assignment, and may be accompanied to such meeting by a representative of the Association.

**ARTICLE E.24 EVALUATION OF TEACHING**

- 24.1 All evaluation reports on a teacher shall be in writing.
- 24.2 Evaluations shall take place:
  - a. during the teacher's first year in the district,
  - b. during the teacher's fifth year in the district,
  - c. during the teacher's tenth year in the district and every fifth year thereafter; or
  - d. at the request of the teacher; or
  - e. at the initiative of the Superintendent of Schools when he/she deems it to be necessary.
- 24.3 An evaluation report on a teacher shall provide an assessment of the teacher's performance. The written assessment shall include details relating to:
  - a. Data Collection - a description of the process used to compile information for the report.

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- b. Assignment - a description of the teacher's assigned role, the classroom situation, and the school.
- c. Criteria for Teacher Reports - teacher evaluation reports shall be based upon the criteria articulated in Article E.24.16.
- d. Summary Comments - a description of teacher strengths and, if necessary, recommendations for improvement.
- e. Evaluation Statement - the evaluation statement on all teacher reports shall read as follows:  
The teacher's performance as it relates to the Criteria is satisfactory/less than satisfactory.

24.4 All teachers shall receive a copy of the Criteria for Teacher Reports at the beginning of the year.

24.5 Evaluation Procedures - the procedure to be followed for teacher reports shall be based upon the following:

- a. Notice
  - i. Teachers who are involved in an evaluation shall be informed by September 30, except under Article E.24.2.d and E.24.2.e.
  - ii. At least ten (10) working days prior to commencing observations the evaluator shall meet with the teacher to discuss the purpose of the evaluation, the procedures to be followed, the expected time span of observations and the criteria to be used.
  - iii. Evaluations begun under one set of criteria shall conclude under the same set of criteria.
- b. Pre-observation Conference - a pre-observation conference shall be held between the evaluator and the teacher before each observation. Decisions related to the time for the observation and the data to be collected shall be discussed and clarified.
- c. Observation of the Teacher - data related to the stated criteria shall be collected and analyzed by the evaluator.
- d. Post-observation Conference
  - i. The teacher shall have the opportunity to have a conference with the evaluator within twenty-four (24) hours of the observation unless otherwise agreed to between the teacher and the evaluator.
  - ii. During this conference the data shall be reviewed and discussed with aims of identifying specific strengths to be maintained and, if necessary, areas for improvement by the teacher.
  - iii. 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.
  - iv. The post-observation conference shall be deemed to be the pre-observation conference for the following observation, should there be one, unless otherwise agreed to between the teacher and the evaluator.
- e. Draft Report
  - i. A draft copy of the report shall be prepared by the evaluator and the teacher shall have a reasonable opportunity to meet with the evaluator at least forty-eight (48) hours before submission of the final report. A copy of the draft report shall be provided to the teacher.
  - ii. The teacher may be accompanied to a meeting pursuant to this subsection by a representative of the Association. The evaluator may be accompanied by an administrative officer.
  - iii. Specific strengths and, if necessary, recommendations for improvement shall be stated. Reference to criteria shall be substantiated by objective data or specific examples.
  - iv. The report shall reflect only those areas discussed during the evaluative process.
- f. Final Report - the final report shall be filed in the teacher's personnel file at the School District Office. A copy shall be given to the teacher at the time of filing. One additional copy may be retained for a reasonable period of time by the author for his/her record. Except, as required

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- by law, all reports shall be treated on a strictly confidential basis. A teacher may submit a written commentary on any written report which shall be attached to and filed with all copies of the report.
- 24.6 An evaluation report shall be based on a minimum of three (3) observations to a maximum of six (6) observations. Periods chosen for observation shall not be at abnormal or inappropriate times and the teacher shall have the opportunity to select up to half the observation times.
- 24.7 Whenever specific recommendations for improvement are identified by the evaluator, a plan of assistance appropriate to the development of a satisfactory standard of performance as it pertains to the evaluation criteria shall be designed by the evaluator in consultation with the teacher before the final report is prepared. Such a plan shall specify expected changes within a specified timeline.
- 24.8 Reports shall reflect any discrepancy between the teacher's assignment, professional training, and preferences of teaching subjects and grades.
- 24.9 The evaluator who commences an evaluation shall be the person who conducts the observations, confers with the teacher, and prepares the report.
- 24.10 If, prior to the commencement of observations in accordance with this Article, the teacher believes there exists an apprehension of bias on the part of the evaluator, the teacher may request a meeting with the Superintendent of Schools and a representative of the Association to discuss the teacher's concerns. If a teacher requests an alternate evaluator, his/her request shall not be unreasonably denied. The alternate evaluator shall be selected by the Superintendent of Schools.
- 24.11 Involvement or noninvolvement in extra-curricular activities or participation in Association activities shall not be commented upon by the evaluator.
- 24.12 The application, interpretation, operation or alleged violation of this Article, specifically referred to in Article E.24.3.c, E.24.3.e, E.24.5.a.ii, E.24.5, E.24.7, E.24.14 and E.24.16 may be grieved in accordance with Article A.6 (Grievance Procedure).
- 24.13 For instructive purposes of this Article, it is recognized that the Superintendent of Schools or designate shall, except as limited by this Agreement, continue to exercise his/her normal discretion in supervising and advising regarding instruction consistent with the *School Act, R.S.B.C. 1996, c.412 with amendments* and Regulations.
- 24.14 When the processes and/or the criteria for teacher evaluation are not appropriate due to the nature of the teacher's assignment, the evaluator shall seek the agreement of the teacher to a set of processes and/or criteria which are consistent with the processes and the criteria referred to in this Article. Failing agreement, the Superintendent of Schools shall establish the processes and/or criteria to be used consistent with the processes and the criteria referred to in this Article.
- 24.15 a. Where requested in advance by a Teacher on Call and where practicable, taking into consideration other commitments of the administrative officer, one or more single observation report(s) shall be provided by an administrative officer of a school to which the Teacher on Call is assigned. The provisions of Article E.24.1, E.24.3.a – E.24.3.d, E.24.4, E.24.5.c – E.24.5.f, E.24.8, E.24.11, E.24.12, E.24.13 and E.24.14 shall apply to such single observation reports, recognizing that the report will evaluate one day of Teacher on Call teaching. It is recognized that, where mutually acceptable, the timelines in Article E.24.4 and E.24.5 may need to be extended. The maximum number of such reports in any school year shall be five (5).
- b. An administrative officer may prepare a single observation report on the same basis as set out in (a), where the administrative officer requests it in advance and at a time mutually acceptable. The maximum number of such reports prepared in any school year shall be five (5).

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- c. In all evaluations of Teachers on Call the criteria and their specific application must be altered to suit the scope and duration of the teaching assignment upon which the evaluation is based.

24.16 The criteria for evaluation shall be:

- a. Knowledge Of Subject Matter And Child Development

- i. demonstrates knowledge of the subject matter being taught.
- ii. utilizes knowledge of appropriate developments, research and trends in the subject area being taught and in child development.
- iii. endeavors to keep his/her knowledge current and his/her teaching techniques effective for the teaching areas and children he/she is assigned.

- b. Preparation And Planning

- i. develops long- and short-term objectives which provide a variety of learning experiences.
- ii. utilizes appropriate material and personnel resources.
- iii. plans for individual difference.
- iv. cooperates with other personnel and parents to plan and implement programs that provide for individual differences among students.
- v. identifies daily learning objectives.
- vi. creates a physical setting that contributes to learning.
- vii. provides plans and clear directions for Teachers on Call.

- c. Instructional Skills

- i. motivates students to achieve their potential.
- ii. uses various resources to promote learning.
- iii. uses relevant classroom displays and displays of student work to promote learning.
- iv. presents skills and content clearly and cogently.
- v. asks questions which promote a higher order of thinking skills.
- vi. effectively monitors individual understanding.
- vii. creates assignments which utilize, reinforce, or expand upon the content of the lesson.
- viii. involves students in experiences and activities designed to develop and stimulate thought with due consideration for individual differences.

- d. Classroom Management And Professional Relationships

- i. develops positive rapport with students.
- ii. encourages students to assume responsibility for their own actions, to practise self-discipline, and to develop a positive self-concept.
- iii. promotes positive relationships with and among students.
- iv. demonstrates consistency, respect and fairness in dealing with students.
- v. establishes consistent routines and clear expectations for student conduct appropriate to the activity.
- vi. maintains an orderly environment.
- vii. encourages student on-task behaviour.
- viii. encourages all students to achieve to their fullest potential.
- ix. maintains individually and cooperatively a high standard of professional conduct with pupils, colleagues and parents.

- e. Student Achievement And Management Of Records

- i. establishes specific procedures for assessing student performance and communicates these procedures clearly to students, parents and other personnel.
- ii. utilizes the results of student performance assessments to plan for future instruction.
- iii. interprets the results of student assessments.
- iv. identifies the reasons students have or have not met instructional objectives.
- v. maintains appropriate, accurate records of student achievement, attendance, and other necessary data.

**ARTICLE E.25 PERSONNEL FILES**

- 25.1 There shall be a personnel file for each teacher maintained at the district office. Any file relating to a teacher kept at a school shall be forwarded to the district personnel file or destroyed when the teacher leaves that school.
- 25.2 After receiving a request from a teacher, the Superintendent of Schools, in respect of the district file, or the principal of the school, in respect of any school file, shall grant access to that teacher's file.
- 25.3 An appropriate Board official shall be present when a teacher reviews his/her file, and the teacher may be accompanied by an individual of his/her choosing.
- 25.4 The Board agrees that only material which is factual and relevant to the employment of the teacher, shall be maintained in the personnel file. The teacher has a right to the removal of materials that are not factual or relevant.
- 25.5 The teacher shall be informed if material critical of the teacher is placed in the teacher's personnel file and a copy of the material given to the teacher.
- 25.6 Personnel files shall be in the custody of the Superintendent of Schools and shall be accessible only to appropriate officials of the school district under the direction of the Superintendent of Schools or the Secretary Treasurer.

**ARTICLE E.26 SCHOOL ACT APPEALS**

- 26.1 Where a student and/or parent files an appeal under the *School Act, R.S.B.C. 1996, c.412 with amendments* and Board Bylaw (#15) of a decision of a teacher covered by this Agreement, the teacher and the Association shall be notified immediately of the appeal.
- 26.2 The teacher shall be entitled to attend any formal meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Association.
- 26.3 The Board shall not reach its decision without first hearing from the teacher, who may be represented by the Association.
- 26.4 The Board agrees to consult with the Association prior to amending the existing Bylaw on *School Act, R.S.B.C. 1996, c.412 with amendments* Appeals and will not amend the Bylaws without agreement of the Association during the term of this Agreement.
- 26.5 No decision or by-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Agreement, or deprive the employee of any right, benefit or process otherwise provided by law.

**ARTICLE E.27 PUBLIC COMPLAINTS**

- 27.1 The Board recognizes the benefit of a policy on public complaints and the interest of members of the Association in the outcome of such complaints. The Board agrees to consult with the Association prior to amending the existing policy on Public Complaints and will not amend such policy without agreement during the term of this Agreement.
- 27.2 No decision of the Board with respect to the application of this policy shall abrogate any right, benefit or process contained in this Agreement, or deprive the employee of any right, benefit or process otherwise provided by law.

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### **ARTICLE E.28 NO DISCRIMINATION**

28.1 There will be no discrimination against any teacher covered by this agreement on the basis of race, colour, creed, age, physical handicap, sex or sexual orientation, religious or political affiliation, national origin, marital status, parental status or participation in the lawful activities of the Association. Terms in this Article shall have the meaning ascribed by the Human Rights Act of British Columbia.

### **ARTICLE E.29 RACE RELATIONS**

29.1 The Board and the Association recognize the right of all teachers to work in an environment that promotes positive human interactions which are free from the divisive attitudes based upon race, ethnic background, national origin and religious affiliation.

29.2 For the purpose of this Agreement racism is defined as actions toward a colleague in a manner such as name calling, graffiti or physical violence which is intended to depict a group in an unfavorable light or which lowers the self esteem of a teacher because of his/her ethnic or racial background.

29.3 It is recognized that a complaint of racism involving two teachers of the bargaining unit, may first be dealt with between the two individuals with or without the assistance of other teacher(s) of the bargaining unit (or representative of his/her choice).

29.4 A teacher may file a written complaint of racism with the school principal or Superintendent of Schools or designate within ten (10) working days of the latest alleged occurrence.

29.5 Within five (5) working days of the filing of the complaint the principal or Superintendent of Schools shall report to the complainant what action, if any, has been taken in response to the complaint.

29.6 Any subsequent complaint(s) of racism involving the individual(s) may be grieved by the complainant in accordance with this Agreement.

29.7 The complainant, if not satisfied with the action taken under Article E.29.5, may file a formal grievance in accordance with this agreement.

29.8 Any grievance filed pursuant to Article E.29.6 and E.29.7 shall be submitted directly to the Joint Committee stage of the Grievance Procedure (A.6).

29.9 The complainant may be accompanied to all meetings by a representative of the Association or a colleague of his/her choice.

29.10 Complaints regarding racism shall be dealt with in confidence.

29.11 No teacher shall be subject to reprisal, threat of reprisal or discipline as a result of filing a bona fide complaint of racism. In the event the complaint is found to be a false or malicious complaint, appropriate action may be taken.

### **ARTICLE E.30 FALSELY ACCUSED EMPLOYEE ASSISTANCE**

30.1 When a teacher has been accused of child abuse or sexual misconduct in the course of exercising duties as an employee of the Board, and

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

the teacher shall be entitled to assistance from the Board as provided in this Article.



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- 30.2 The teacher and the teacher's immediate family shall be entitled, upon the recommendation of an Employee and Family Assistance Plan Counsellor or a recognized medical practitioner approved by the Board, to all reasonable specialist counselling and/or medical assistance, not covered by any benefit plan in which the employee is enrolled, to deal with negative effects of the allegations.
- 30.3 The teacher, the President of the Association and the Superintendent of Schools shall jointly establish a plan of assistance to facilitate the teacher's successful return to teaching duties. Such assistance could include a short- term paid leave of absence for the employee as determined by the Superintendent of Schools in consultation with the President of the Association and a transfer of the teacher to a vacant position pursuant to Article E.21 (Filling Vacant Positions).

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## SECTION F – PROFESSIONAL DEVELOPMENT

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### **ARTICLE F.20 CURRICULUM IMPLEMENTATION**

#### 20.1 Curriculum Implementation Advisory Committee

- a. There shall be a Curriculum Implementation Advisory Committee struck annually for the purpose of making recommendations to the Board on curriculum implementation matters having regard to the following considerations:
  - i. time requirements;
  - ii. professional development needs;
  - iii. material requirements;
  - iv. funding requirements;
  - v. such other matters as the Committee feels appropriate.

Additional educational matters may be referred to the Committee by agreement of the Association and the Board.

- b. The composition of the Committee shall be:
  - i. a trustee;
  - ii. Superintendent of Schools or designate;
  - iii. a member designated by the Association;
  - iv. two elementary school representatives;
  - v. two middle school representatives;
  - vi. two secondary school representatives;
  - vii. one elementary school administrative officer;
  - viii. one middle school administrative officer;
  - ix. one secondary school administrative officer;
  - x. up to two district resource teachers.
- c. Additional persons may be added to the Curriculum Implementation Advisory Committee subject to the agreement of the Association and the Board.
- d. The Curriculum Implementation Advisory Committee shall elect its own chairperson and determine its own operational procedures.
- e. Sub-committees may be established by the Curriculum Implementation Advisory Committee.
- f. The school-based teacher representatives shall be appointed by the local Association.

#### 20.2 Curriculum Implementation

- a. The Board will make every effort to ensure that adequate materials are provided for new courses, and are available without reducing the materials and supplies available for other courses in the school program.
- b. The Board agrees that new curricula will not be introduced until an adequate process, including an adequate appeal process, has been set up to determine which teachers will be assigned to or teach the new curriculum and to determine other requirements required by the course being offered.
- c. Training shall be provided for all teachers whose assignments are changed as a result of new curriculum.

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

- 21.1 The Board and the Association agree that professional development activities covered by this Article are intended to promote and foster the professional development of teachers.

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- 21.2 There shall be established a fund called the Professional Development Fund for the purpose of promoting professional development of the teaching staff of the school district.
- 21.3 a. The Board will pay into the Professional Development Fund the sum of Twenty-one (\$21) dollars per month per full-time equivalent teacher, with each teacher contributing Seven (\$7) dollars per month by way of payroll deduction. Said funds shall be forwarded to the Association no later than the 15th of the month following.
- b. The Board will pay into the Professional Development Fund the amount of Five Hundred (\$500) dollars by September 30th of each school year to be used to assist Teachers on Call in professional development. Teachers on Call wishing to utilize the fund must make a personal contribution in accordance with the Association's Policies and Procedures.
- 21.4 The cost of Teachers on Call for those teachers granted any professional development shall be borne by the Board and shall be in addition to the Board's regular contribution to the Professional Development Fund. Such leave must be approved by the Superintendent of Schools or designate.
- 21.5 The Professional Development Fund, as established by the Association and the Board shall be administered by the Professional Development Committee made up of three (3) teachers and one (1) Board representative.
- 21.6 District initiated professional activities such as curriculum implementation, school accreditation and/or assessments are not covered by this Article except with the agreement of the Board and the Association.

### **ARTICLE F.22 PROFESSIONAL DEVELOPMENT DAYS**

- 22.1 There shall be a minimum of four (4) non-instructional days allocated for professional development activities as provided in Article D.20 (Regular Work Year), one of which shall be a school-based professional development day.
- 22.2 Non-instructional days shall be considered as instructional days for salary purposes.
- 22.3 The schedule of district professional development days and the dates for these days as organized by the Professional Development Committees shall be submitted to the Superintendent of Schools on or before May 1 for approval by the Board for inclusion in the school calendar for the next regular work year as provided for in Article D.20 (Regular Work Year).
- 22.4 Each teacher shall advise the administrative officer in advance of the location and nature of the activity in which the teacher participates on any district professional development day.

### **ARTICLE F.23 PROFESSIONAL AUTONOMY**

- 23.1 The Board recognizes and respects the professionalism of teachers covered under this Collective Agreement.

In order to promote students' intellectual, human, social and career development, within the bounds of provincially prescribed and locally developed curricula, and consistent with legislation and effective educational practice,

teachers shall have individual professional autonomy to:

- a. determine the methods of instruction;
- b. determine the planning and presentation of available course materials; and
- c. evaluate each student's development.

Notwithstanding the provisions of this Article, the Board retains the right to evaluate its teachers utilizing the Criteria for Evaluation (Article E.24.16).

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## SECTION G – LEAVES OF ABSENCE

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

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

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

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

- 2.1 For the purposes of this article “family member” means:
- a. in relation to an employee:
    - i. a member of an employee's immediate family;
    - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;
    - iii. the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;
  - b. in relation to an employee's spouse:
    - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
  - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
- 2.2 Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the BC Employment Standards Act for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.
- 2.3 A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.

## SECTION G

- 2.4 The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.
- 2.5 The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.
- 2.6 Seniority shall continue to accrue during the period of the compassionate care leave.
- 2.7 An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

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

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

- 20.1 It is recognized that the purpose of sick leave is to provide sick benefits as set out in this section to teachers who are unable to work due to illness of the teacher.
- 20.2 Teachers shall be entitled to all sick leave credits earned in the employ of the Board but not used as at June 30, 1988.
- 20.3 Sick leave is earned at the rate of one and one-half (1 1/2) days for each month taught in the service of the Board.
- 20.4 For the purposes of this section 'month taught' shall mean a month in which a teacher has taught or carried out assigned duties.
- 20.5 Each teacher shall receive monthly accounting of his/her accumulated sick leave.
- 20.6 Part-time teachers shall accumulate sick leave in proportion to the percentage of time that they teach.
- 20.7 There is no maximum to the number of days of sick leave that may be accumulated.
- 20.8 Fifteen (15) days of sick leave shall be available to each teacher at the beginning of the school year. The amount to be paid to a teacher for sick leave advanced but not earned during a school year shall be repaid to the Board progressively throughout that school year as per Article G.20.3 above.
- 20.9 Teachers commencing employment with the Board during the year shall have available to them the quota of sick leave benefits which would accrue to them for the balance of the year.
- 20.10 If a teacher ceases to be employed by the Board prior to the end of a school year, any sick leave days which were used but not earned shall be repaid to the Board by the teacher at the cost of a Teacher on Call.
- 20.11 The maximum number of sick leave days that may be utilized by a teacher in any school year shall not exceed one hundred twenty (120) days.
- 20.12 Teachers may be required to provide an acceptable medical certificate in relation to any absence due to illness. It is understood that such request would be made before or at the time of the absence.

## SECTION G

- 20.13 When a teacher is rehired in the district, any previous sick leave accumulation will be reinstated except those credits which have ported from School District 69 (Qualicum) to another district pursuant to PCA Article G.1.

Pursuant to PCA Article G.1, an employee who is rehired to School District 69 (Qualicum) is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in his/her previous school district.

- 20.14 Any days during which the teacher has been absent with full pay for reasons of illness or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher.

20.15 Partial Medical Leave

- a. Where a full-time continuing teacher produces a medical certificate that states that the teacher, while medically unable to work full-time, is capable of working part-time, the teacher's position may be reduced or there may be a change to another position where it is practical to do so. In either case the change will be to a percentage of full-time that the teacher is capable of working.
- b. Such change will be for a fixed period of not less than twenty (20) teaching days, will be effective at the beginning of a term or semester, and will be made in accordance with Articles E.20 (Posting Vacant Positions) and E.21(Filling Vacant Positions).
- c. A teacher on partial medical leave will earn sick leave proportionately for the portion of the time worked and will not accumulate sick leave for the portion of time not worked.
- d. A teacher on partial medical leave will go on full sick leave if the teacher proves incapable of meeting the requirements of the part-time assignment as determined by the Superintendent of Schools, the President of the Association, and the teacher, based on medical information.

### **ARTICLE G.21 MATERNITY LEAVE/SHORT TERM PARENTAL LEAVE**

21.1 Short-term Maternity Leave

- a. A pregnant teacher shall be granted upon request a leave of absence:
  - i. as provided for in Part 6 of the *Employment Standards Act, R.S.B.C. 1996, c.113 with amendments*, or
  - ii. for a stated period of time equal to or longer than the period in Article G.21.1.a.i above so that the return to duty will coincide with the earlier of the following term or semester, or the spring break.
- b. A teacher requesting maternity leave shall forward medical proof of pregnancy to the Superintendent of Schools or designate with no less than one (1) month's notice prior to the commencement of the leave.

21.2 Supplemental Unemployment Benefits Plan on Maternity Leave

- a. The Board and the Association will enter into a Supplemental Unemployment Benefits (SUB) Plan.
- b. Benefits under this Plan shall not be payable until the SUB Plan is registered with Canada Employment and Immigration (EI).
- c. Benefits under the SUB Plan shall only be payable to persons who have applied for EI maternity benefits.
- d. Benefits payable under the SUB Plan shall be:
  - i. where the teacher is eligible to receive EI maternity benefits, ninety- five (95) percent of the teacher's current salary for the first two (2) weeks of the leave; and
  - ii. the difference between seventy-five (75) percent of the teacher's current salary and the amount of EI maternity benefits received by the teacher for a further period of fifteen (15) weeks.

## SECTION G

### 21.3 Extended Maternity Leave/Parental Leave

- a. Teachers granted leave under Article G.21.1 or Article G.21.7 who choose not to return to work at the expiration of that leave may apply for an extended maternity leave, four (4) weeks prior to the start of a semester or term, or by May 1 in respect to leave expiring on June 30.
- b. Leave shall be granted upon request as follows:
  - i. to the end of the school year; or
  - ii. to the end of the school year, plus to the end of the next term or semester.
- c. Teachers returning from extended maternity leave shall reaffirm their return with the Board by May 1 except where the leave ends mid year in which case the reaffirmation shall be provided four (4) weeks in advance.

### 21.4 Early Return and Special Situations

- a. In the case of an incomplete pregnancy, death of the child, or other special situations, a teacher may return to duty earlier than provided in the agreed upon leave.
- b. The teacher intending to make an early return to duty will submit a written application and a medical certificate.
- c. A terminated pregnancy shall be treated in the same manner as a birth under the *Employment Standards Act, R.S.B.C. 1996, c.113 with amendments* and the maternity and extended maternity leave provisions of the Agreement.

21.5 The Board and the teacher shall continue to contribute their respective share of the cost of maintaining all health and welfare benefits while the teacher is on short term maternity leave or short term parental leave.

21.6 Health and welfare benefits for a teacher on extended maternity leave may be maintained if the teacher so wishes by payment of the costs of such benefits by the teacher.

### 21.7 Short Term Parental Leave

- a. A parental leave (inclusive of adoption leave), shall be granted upon request:
  - i. as provided for in Part 6 of the *Employment Standards Act, R.S.B.C. 1996, c.113 with amendments*, or
  - ii. for a stated period of time equal to or longer than the period in Article G.21.7.a.i so that the return to duty will coincide with the earlier of the following term or semester, or the spring break.
- b. In the case of adoption, paid leave of two (2) days shall be granted to either parent, or both, if both are employees of the Board, for mandatory interview and travelling time to receive the child.

### 21.8 Supplemental Unemployment Benefits on Short Term Parental Leave

- a. The Board and the Association shall enter into a Supplemental Unemployment Benefits (SUB) Plan.
- b. Benefits under this Plan shall not be payable until the SUB Plan is registered with Canada Employment and Immigration (EI).
- c. Benefits under the SUB Plan shall only be payable to persons who have applied for EI parental benefits.
- d. Benefits payable under the SUB Plan shall be:
  - i. where the teacher is eligible to receive EI parental benefits, ninety-five (95) percent of the teacher's current salary for the first two (2) weeks of the leave; and
  - ii. the difference between seventy-five (75) percent of the teacher's current salary and the amount of EI parental benefits received by the teacher for a further period of ten (10) weeks.

## **SECTION G**

### **21.9 Assignment**

- a. A teacher returning from short term maternity leave (under Article G.21.1) or short term parental leave (under Article G.21.7) shall be reassigned to the same position held prior to the leave.
- b. A teacher returning from extended leave must apply for a posted position pursuant to Article E.20 (Posting Vacant Positions) and shall be placed pursuant to Article E.21 (Filling Vacant Positions).

### **21.10 Eligibility for SUB Plans**

- a. For the purposes of this Article it is the intent that:
  - i. an individual teacher is only eligible to apply for one (1) Supplemental Unemployment Benefit Plan.
  - ii. if both parents are employees of the Board, only one employee is eligible to apply for a Supplemental Unemployment Benefit Plan.

## **ARTICLE G.22 PARENTHOOD LEAVE**

22.1 A teacher with a dependent child/children shall be granted upon request a parenthood leave of absence without pay for a stated period of time, up to a maximum of twenty (20) months in which the return:

- a. coincides with the commencement of a term or semester, or
- b. is at a time agreed by the Board.

22.2 Parenthood leave may follow immediately after an extended maternity leave.

22.3 Parenthood leave shall be granted only to one (1) parent (if both are employees of the Board).

22.4 A teacher may apply for parenthood leave on giving at least four (4) weeks notice prior to the start of the leave, except in exceptional circumstances when such application shall be considered by the Superintendent of Schools or designate.

## **ARTICLE G.23 PATERNITY LEAVE**

23.1 On the birth of a child a teacher shall be granted paternity leave without loss of pay for up to two (2) days and an additional day if required provided that a sum equal to the cost of a Teacher on Call is deducted from the teacher's pay for the additional day.

## **ARTICLE G.24 BEREAVEMENT LEAVE**

24.1 Bereavement Leave with pay will be granted automatically to teachers in the event of the death of a parent, parent-in-law, grandparent, grandparent-in-law, grandchild, spouse, child, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian, ward or sibling, up to five (5) days in any school year. Extensions beyond this time to be at the Superintendent of Schools' or designate's discretion.

## **ARTICLE G.25 CARE OF SICK CHILD LEAVE**

25.1 Absence for reasons of illness of a dependent child shall be granted with pay up to a maximum of five (5) days in any school year.



**ARTICLE G.26 COMPASSIONATE LEAVE**

26.1 On application by the teacher up to five (5) days absence with pay from teaching for reasons of compassion other than those stated in Article G.24 (Bereavement Leave) (including serious illness, accident or funeral) may be granted at the discretion of the Superintendent of Schools or designate.

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

27.1 The Board shall grant a leave of absence with pay to any teacher summonsed for jury duty or required to attend any legal proceedings by reason of subpoena except for arbitration proceedings pursuant to this Agreement, unless the subpoena is initiated by the Board. A teacher on such leave shall pay over to the Board any sums received for jury duty or witness fees, exclusive of parking costs, day care costs, travelling costs and meal allowances.

27.2 If the teacher seeking leave is appearing in court for a personal matter, discretionary leave or, in the event the teacher's discretionary leave is depleted, a leave of absence with pay less the cost of a Teacher on Call shall be granted by the Board.

**ARTICLE G.28 DISCRETIONARY LEAVE**

28.1 Four (4) days leave in each school year shall be granted to each teacher on request provided that:

- a. the principal grants permission, which shall not be unreasonably denied;
- b. a suitable Teacher on Call is available;
- c. a sum equal to the cost of a Teacher on Call is deducted from the teacher's pay; and
- d. such leave shall not be granted immediately prior to or immediately after winter, spring or summer breaks.

28.2 Notwithstanding the above, discretionary leave shall be granted when otherwise provided by this Agreement.

**ARTICLE G.29 LEAVE FOR ELECTIVE OFFICE**

29.1 When a teacher is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, he or she shall be given leave of absence, without pay, during the election campaign. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, he/she shall be granted a long-term leave of absence for two (2) terms of office.

29.2 Teachers elected or appointed to municipal or regional district offices or public boards shall be granted leave of absence, at the cost of a Teacher on Call, up to a maximum of ten (10) days in any one (1) school year.

**ARTICLE G.30 WORKERS' COMPENSATION LEAVE**

30.1 Where a teacher is entitled to compensation under the Workers' Compensation Act, the teacher shall continue to receive full pay from his/her sick leave accumulation. All monies received by the teacher as compensation for loss of wages under the Act shall, in turn, be paid to the School Board and credited back to the teacher's sick leave accumulation in time equivalency.

30.2 Should a teacher's personal sick leave accumulation be depleted, only those monies received from the Workers' Compensation Board on his/her behalf would be forwarded to him/her.

30.3 This clause does not apply in the case of a teacher who is drawing a disability pension from the Workers' Compensation Board.

## **SECTION G**

### **ARTICLE G.31 RELIGIOUS HOLIDAYS**

- 31.1 When the teacher's discretionary leave is depleted, a teacher shall be granted up to two (2) days leave of absence in any school year with pay less the cost of a Teacher on Call, when required for observance of religious holidays. A teacher taking such leave shall give at least two (2) week's notice.
- 31.2 Discretionary leave shall be granted on request for observance of religious holidays.

### **ARTICLE G.32 CONVOCAATION LEAVE**

- 32.1 Each teacher receiving a degree will be granted a one (1) day leave of absence, with pay, to attend his/her convocation day.

### **ARTICLE G.33 PART YEAR TEACHERS**

- 33.1 All teachers may apply for a part year assignment by March 1<sup>st</sup> for the following school year. The needs of the district are of prime consideration in determining part year assignments and such requests shall not be unreasonably denied.
- 33.2 Where the request is granted:
- a. salary shall be pro-rated according to the percentage of time worked by the teacher;
  - b. the Board shall pay the benefit contributions provided in Article B.11 (Benefits) pro-rated as in Article G.33.2.a. The teacher has the right to participate in benefit programs during the leave at his/her own expense;
  - c. the teacher is considered for all other purposes to be on leave of absence with respect to the time not worked.
- 33.3 Teachers shall be informed of the implications of a part year assignment as it effects: tenure, benefits/compensation, seniority/job security, pensions and employee evaluations.
- 33.4 Upon completion of one part year assignment, the teacher shall be entitled to return to the assignment held previously. The teacher may apply for extension(s) to the period of part year teaching by written request to the Superintendent of Schools by March 1<sup>st</sup> for the following school year.

### **ARTICLE G.34 SELF-FUNDED LEAVE PLAN**

- 34.1 The Board shall administer a deferred salary leave plan subject to any relevant provincial or federal legislation.

### **ARTICLE G.35 LEAVE OF ABSENCE INCENTIVE PLAN**

- 35.1 The Board shall pay a financial incentive to teachers to take leaves of absence for personal and professional purposes, subject to the following conditions:
- The teacher must:
- a. have a minimum of ten (10) years service with the Board and have been on continuous active service in the district for the last two (2) years.
  - b. be on the maximum step of the salary scale.

## SECTION G

- 35.2 For full-time teachers, the financial incentive shall be the difference between the minimum and maximum step on the PB 5 salary scale and shall be paid in ten (10) monthly installments beginning on September 30<sup>th</sup> in the year of the leave. Teachers on a part-time continuing appointment shall receive a pro-rata incentive based on the percentage of teaching time at the time of application and payable in ten (10) monthly installments.
- 35.3 Subject to eligibility, the teacher may choose to continue coverage of the benefit plans on the same basis as provided in the Agreement.
- 35.4 The Board will grant up to three (3) teachers LAIP per year on the basis that there is no additional cost to the Board.
- 35.5 Teachers wishing to apply for LAIP must notify the Board in writing between January 1<sup>st</sup> and January 31<sup>st</sup> in the year they wish to begin the leave. In the event of more than three (3) applications the length of aggregate service will determine eligibility providing the criteria in Article G.35.1 above are met.
- 35.6 The teacher shall advise the Superintendent of Schools in writing of his/her intent to return the following September 1<sup>st</sup> by March 1<sup>st</sup>.
- 35.7 Once accepted for the LAIP, and prior to the commencement of the leave, the teacher must detail his/her professional plans for the upcoming school year, if the leave is for professional purposes so that the leave will be considered as time worked for the purposes of the seniority calculation.
- 35.8 Upon completion of LAIP the teacher shall be entitled to return to the assignment held previously, or, if the teacher so desires, may apply for posted positions pursuant to Article E.20 (Posting Vacant Positions) and shall be placed pursuant to Article E.21 (Filling Vacant Positions).

Signed at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Candice Morgan, Superintendent of Schools  
School District No. 69 (Qualicum)

\_\_\_\_\_  
Jill McCaffery, President  
Mount Arrowsmith Teachers' Association

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

\_\_\_\_\_  
Irene Lanzinger, President  
British Columbia Teachers' Federation

APPENDIX A

**SALARY SCHEDULES**

**July 1, 2006**

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

**July 1, 2007**

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

**July 1, 2008**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	40,939	43,911	47,152	48,291
1	42,920	46,425	49,832	51,029
2	44,900	48,938	52,512	53,767
3	46,881	51,452	55,191	56,505
4	48,861	53,965	57,871	59,243
5	50,842	56,479	60,551	61,982
6	52,822	58,992	63,230	64,720
7	54,803	61,506	65,910	67,458
8	56,783	64,019	68,590	70,196
9	58,764	66,532	71,270	72,934
10	62,567	71,117	76,168	77,942

**APPENDIX A Cont.**

**July 1, 2009**

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

**July 1, 2010**

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

APPENDIX B

**DESIGNATED TEACHER IN CHARGE ALLOWANCE**

<b>Allowance</b>	<b>Jul 1/06</b>	<b>Jul 1/07</b>	<b>Jul 1/08</b>	<b>Jul 1/09</b>	<b>Jul 1/10</b>
BSS	94.10	96.45	98.86	101.33	103.36
KSS	94.10	96.45	98.86	101.33	103.36
OMS	62.73	64.30	65.91	67.55	68.90
QBMS	62.73	64.30	65.91	67.55	68.90
SMS	62.73	64.30	65.91	67.55	68.90
PES	62.73	64.30	65.91	67.55	68.90
WES	62.73	64.30	65.91	67.55	68.90
AES	52.28	53.58	54.92	56.29	57.42
BES	52.28	53.58	54.92	56.29	57.42
EES	52.28	53.58	54.92	56.29	57.42
FBS	52.28	53.58	54.92	56.29	57.42
FCCS	52.28	53.58	54.92	56.29	57.42
NBES	52.28	53.58	54.92	56.29	57.42
QBES	52.28	53.58	54.92	56.29	57.42
PASS/Woodwinds	52.28	53.58	54.92	56.29	57.42

APPENDIX C

**FALSE BAY SCHOOL REMOTE RECRUITMENT AND RETENTION ALLOWANCE  
[PROVINCIAL LETTER OF UNDERSTANDING NO. 12]**

	<b>July 1/08</b>	<b>July 1/09 (+2.5%)</b>	<b>July 1/10 (+2.0%)</b>
<b>Amount</b>	2200.00	2255.00	2300.00

**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 69 (Qualicum)]*

**LETTER OF UNDERSTANDING NO. 1**

**BETWEEN**

**The British Columbia Teachers' Federation**

**AND**

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

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

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

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

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

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

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

NOTE: This consolidation of Letter of Understanding No. 1 (Designation of Provincial and Local Matters), including Appendices 1 and 2, includes the agreement of May 31, 1995, all changes up to September 1, 2002.



## 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 - EI (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*

**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, Education Assistants*
9. Picket Line Protection
  - 4.38 *Protection - Picket Line; School Closures - Re: Picket Lines (Strikes)*

#### **Section B — Salary and Economic Benefits**

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

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

1. Extra-curricular Activities
  - 3.11 *Extra-curricular*
2. Staff Meetings
  - 4.28 *Meetings - Staff*
3. Health and Safety
  - 4.26 *No Smoking - Smoke Free Environment*
4. Health and Safety Committee
  - 4.14 *Accident Prevention Committee; Health and Safety Committee*
5. Hazardous Materials
6. Student Medication and Medical Procedures
  - 1.68 *Integration, Mainstreaming, Special Needs Students Specific to Student Medication and*

*Medical Procedures*

7. Local Involvement in Board Budget Process
  - 4.5 *Committee - Finance Board Budget - Union Involvement, School Funds*
8. Teacher Involvement in Planning New Schools
  - 4.27 *Computer Purchase Plan; Construction of New Schools (Teacher Input) Equipment, Utilization, Supplies*

**Section E — Personnel Practices**

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

**Section F — Professional Rights**

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

**Section G — Leaves of Absence**

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

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

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

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

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

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

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

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

October 25/95

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

**Concerning  
Selection of Administrative Officers**

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”  
President  
BC Teachers’ Federation

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

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

**Professional Development and Education Assistants**

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

Professional Development:

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

For BCTF:  
"R. Worley"

For BCPSEA:  
"K. Halliday"

Date: April 23, 1997 (Amended September 1, 2002)

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

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

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

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

British Columbia Teachers' Federation

British Columbia Public School Employers'  
Association

"R. Worley"

"K. Halliday"

**LETTER OF UNDERSTANDING NO. 2**

**Between:**

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

**And:**

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

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

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

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

John Kinzie  
Judi Korbin  
Robert Pekeles

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

Dated: August 14, 2007

*Originals signed by:*

Irene Lanzinger  
For the BCTF

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).**

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***[Not applicable in School District 69 (Qualicum)]***

**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 69 Qualicum]***

**LETTER OF UNDERSTANDING No. 4**

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

**Re: Early Incentive Payment**

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

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

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

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

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

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacque Griffiths  
BCPSEA Chief Negotiator



**LETTER OF UNDERSTANDING No. 5**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacque Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 6**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Employment Equity – Aboriginal Employees**

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

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

Original signed by:

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Brian Kennelly  
BCTF Co-Chief Negotiator

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Jacque Griffiths  
BCPSEA Chief Negotiator

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Suzie Mah  
BCTF Co-Chief Negotiator

**LETTER OF UNDERSTANDING No. 7**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Provincial Articles Housekeeping Committee**

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacque Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 8**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacque Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 9**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Rehabilitation Committee**

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

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

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

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

Original signed by:

\_\_\_\_\_  
Jinny Sims  
BCTF President

\_\_\_\_\_  
Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Benefits Review Committee**

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 11

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

Re: 2008 Salary Harmonization

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

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

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

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

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

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

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

Original signed by:

\_\_\_\_\_  
Jinny Sims  
BCTF President

\_\_\_\_\_  
Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 12**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Teacher Supply and Demand Initiatives**

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

**Remote Recruitment & Retention Allowance:**

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

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

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

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

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

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacque Griffiths  
BCPSEA Chief Negotiator



**LETTER OF UNDERSTANDING No. 13**

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

**Re: Fiscal Dividend**

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

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

The Fund will be determined as follows:

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 14**

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

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

***[Not applicable in School District 69 Qualicum]***

## 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

**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

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