

LOCAL AND PROVINCIAL MATTERS AGREEMENT

A Working Document

BETWEEN:

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

As bargaining agent for all the school boards and authorities established under the *School Act*.

and:

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

On behalf of all employees included in the bargaining unit established under the
Public Education Labour Relations Act (PELRA)

As it applies in:

School District No. 72 (Campbell River)

Between

The Board of School Trustees of School District No. 72 (Campbell River)
(The "Employer")


and


The Campbell River District Teachers' Association
(The "Local")

Effective July 1, 2006 to June 30, 2011

Note: This is a working document intended to set out the agreed upon terms and conditions of employment between BCTF and BCPSEA as those terms and conditions apply in School District No. 72 (Campbell River). In the event of a dispute, the original source documents will be applicable.


T. Longridge, Superintendent of Schools


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PREAMBLE

This Collective Agreement rests on two fundamental assumptions.

First, the Board and the Association are striving for educational excellence in School District No. 72. We believe that we can mutually foster this excellence by building a vibrant school district community of learners. In this vision of excellence, we affirm that the learner is central to our organizational purpose, and that the process of learning is life-long. Our learning community is also founded on a system of values which include respect for diversity and commitment to professional collegiality. Our school district culture views adversarial relationships, exploitation, and selfish competition as impediments to educational excellence. We are committed to dialogue, to cooperation, and to moral integrity. The students in our care deserve nothing less than our commitment to these values.

Second, the Board and the Association recognize that School District No. 72 is also a workplace for teachers. In this workplace we affirm our joint commitment to high standards in our personnel policies, personnel practices, and labour relations. This Collective Agreement specifically invokes personnel standards of confidentiality and employee protection which are consistent with the provisions and highest principles of current legislation. Moreover, we affirm our respect for diversity by rejecting policies and practices which unlawfully discriminate against employees and students. In circumstances where sexual harassment or unlawful discrimination are established, the Board and the Association shall provide protection and support to victims in accordance with the provisions of this Collective Agreement.

We believe that excellence in learning and excellence in personnel practices are the hallmarks of a truly progressive school district. A commitment to excellence reflects our mutual concern for high levels of organizational justice. In a wider cultural milieu which has historically tolerated mediocrity and unethical discrimination, these commitments to excellence represent countervailing forces for the common good.

Definition of Terms

The term "Association" shall mean the Campbell River District Teachers' Association.

The term "Board" shall mean the Board of School Trustees of School District No. 72 (Campbell River). It is understood that the Board designates and delegates all administrative functions to the Superintendent of Schools (hereinafter referred to as the "Superintendent") and other administrative staff.

The term "teacher" shall take its meaning from the definition in the *School Act, R.S.B.C. 1996, c.412 with amendments*.

The term "days" shall mean calendar days unless otherwise specifically defined in this Agreement.

SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

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

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

ARTICLE A.2 RECOGNITION OF THE UNION

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2. Pursuant to *PELRA*, the employer in each district recognizes the local [Campbell River District Teachers' Association] in that district as the teachers' union for the negotiation in that district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

ARTICLE A.3 MEMBERSHIP REQUIREMENT

1. All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the local(s) in the district(s) in which they are employed, subject to Article A.3.2.
2. Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective local in accordance with this Collective Agreement. *[This clause is not applicable to School District No. 72]*

ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION

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

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

ARTICLE A.5 COMMITTEE MEMBERSHIP

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

ARTICLE A.6 GRIEVANCE PROCEDURE

1. Preamble

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

Steps in Grievance Procedure

2. Step One

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

3. Step Two

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

4. Step Three

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

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

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

5. Omitting Steps

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

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

6. Referral to Arbitration: Local Matters

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

7. Referral to Arbitration: Provincial Matters

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

8. Arbitration (Conduct of)

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

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

9. General

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

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

ARTICLE A.7 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

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

ARTICLE A.8 LEGISLATIVE CHANGE

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

ARTICLE A.18 LEAVE FOR LOCAL, BCTF, CTF, AND TEACHER COLLEGE BUSINESS

1. Leave for President of the Association

- a. At the request of the Association, leave of absence shall be granted to the President of the Association for yearly periods, commencing July 1st.
- b. The Board shall continue to pay the President his/her salary and benefits as if he/she were teaching.
- c. For the purposes of pension, sick leave, experience, and seniority, the President shall be deemed to be in the full employ of the Board. The Association shall reimburse the Board for such salary and benefit costs, except the Board's share of pension, which the Board shall continue to pay.
- d. A teacher returning to full teaching duties from a term or terms as President shall be assigned to a position similar to the one he/she left or one that is mutually acceptable.
- e. In the event that the Association member granted leave pursuant to Article A.18.1.a of this Agreement is unable to fulfill the duties and is considered to have returned to staff, another member of the Association shall be granted additional leave for a period that ends when the incumbent is able to return to work. The Association shall reimburse the Board for the actual cost of the teacher-on-call.

2. Leave for Association Member

- a. Any Association member who holds an executive position in the Association or BCTF or who is serving on the Teachers' College Council or task force of the Association or the BCTF, shall be entitled to leaves of absence from teaching duties in order to carry out the business of the position.
- b. Local staff representatives shall be granted a leave of absence to carry out Association business, subject to the approval of the Superintendent. This approval shall not be unreasonably denied.
- c. The Board and the Association agree to schedule a full day's in-service for local staff representatives and Administrative Officers at the first reasonable opportunity following the ratification of a new collective agreement. This in-service will aim to inform participants about critical areas of the collective agreement with a view to encouraging shared perspectives and a collaborative spirit in its application and interpretation.

The Board and the Association further agree to equally share the reasonable expenses of local staff representatives who attend this in-service.
- d. Leave of absence, with pay, shall be granted, subject to the payment by the Association, the BCTF or the Teachers' College of the full cost of the teacher-on-call.

- e. If an Association member is elected or appointed to a full-time position with the B.C. Teachers' Federation, leave of absence, without pay, shall be granted for the duration of that member's office or appointment. When the position is in an educational capacity, the employee shall receive experience credit for such leave.
- f. Association members returning from such offices or appointments must inform the Board by May 31st for the following September, and shall be assigned to a position similar to the one he/she left or one that is mutually acceptable.
- g. It is agreed that leaves of absence granted for collective bargaining purposes or to attend to grievance matters shall not be included in the total number of days of leave of absence in Article G.21.5 of this Agreement.

ARTICLE A.19 CONTRACTING OUT

- 1. Except as mutually agreed between the Board and the Association, the Board shall not contract out duties of the type and kind that would normally and regularly be performed by a teacher. This agreement shall not be unreasonably denied.

ARTICLE A.20 SCOPE OF THE BARGAINING UNIT

- 1. Any position which falls within the bargaining unit as contemplated in Article A.2 of this Agreement shall be included in the bargaining unit unless otherwise agreed between the parties. Where the Board creates any new teaching positions or Associated Professional positions, the Board and the Association shall make every effort to agree on whether the new position is included or excluded from the bargaining unit.
- 2. When consideration is being given to the creation of Administrative Officer positions, and other new teaching positions or Associated Professional positions, the Board shall consult with the Association and shall provide the Association with a description of the contemplated duties of the position.

ARTICLE A.21 USE OF FACILITIES/BULLETIN BOARD/INTER-SCHOOL MAIL

- 1. Authorized representatives of the Association shall have the right to transact official Association business on Board property, provided that there is no disruption to instructional or other school activities.
- 2. The Association may use Board facilities and equipment for the purposes of Association business, subject to Board Policy on the use of school facilities.
- 3. The Association may make reasonable use of inter-school mail service and inter-school FAX service.
- 4. The Association shall have access to staff room bulletin board space at each school.
- 5. Articles A.21.1, A.21.2 and A.21.3 of this Agreement do not apply where either party has taken action permitted by Part 5 of the *Labour Relations Code*.

ARTICLE A.22 SCHOOL STAFF COMMITTEES

1.
 - a. Each school shall have a recognized Staff Committee in place by the end of the first full week of school in each school year.
 - b. Each school shall have a Staff Committee consisting of the school's Administrative Officer(s) and at least two teachers elected by the teaching staff of the school.
 - c. It is recognized that at small schools all teachers and Administrative Officer(s) may constitute the Staff Committee.
 - d. Staff Committees shall meet at least once each month to discuss issues relevant to the teaching staff of the school. Any member of the school's staff may bring forward at any time an issue for discussion by the Staff Committee.
2. The Staff Committee may discuss and make recommendations to the school staff and/or Administrative Officers in areas that are relevant to the teaching staff. It is recognized that the role of the Staff Committee is that of an advisory nature and shall not impact in any way upon the duties of Administrative Officer(s) as provided for in the *School Act and Regulations* and as assigned by the Board. Except for aspects of personnel or other matters of a confidential nature, the school administration shall provide a rationale to the Staff Committee when a decision is made not to implement recommendations.
3. The Chairperson of the Staff Committee shall be on a rotational basis between the Association representatives on the Committee and the Administrative Officer representatives on the Committee.
4.
 - a. Dates of regularly scheduled Staff Committee meetings shall be established at the first Staff Committee meeting of the year. Additional meetings shall take place as required.
 - b. Preliminary agendas of all regularly scheduled Staff Committee meetings shall be published and distributed to all teaching staff by the Chairperson at least two days prior to the meeting dates.
5. Minutes of Staff Committee meetings shall be recorded and made available to all teaching staff and Administrative Officers. Copies shall be filed in the general office of the school and a copy sent to the Association by the teacher representatives on the Committee.

ARTICLE A.23 ACCESS TO INFORMATION

1. Upon request, the Association shall be granted all relevant information concerning the operation and management of the school district, subject to the reasonable approval of the Superintendent.

ARTICLE A.24 LABOUR DISPUTES

1. All teachers covered under this Agreement shall have the right to refuse to cross or work behind a duly constituted picket line arising out of a dispute as defined by the *Labour Relations Code*. Any teacher failing to report for duty for this reason shall be considered to be absent without pay. No disciplinary action shall be taken by the Board. The Board and the Association shall jointly make provisions for the security of schools and the safety of children and teachers, except for a picket line established by another bargaining unit employed by the Board, the establishment of which the Board has not had a least three hours' prior knowledge.
2. Pursuant to Article A.24.1 of this Agreement, when time does not otherwise permit, the Administrative Officer, in consultation with the staff representative, may designate a teacher(s) to make such provisions for the security of schools and the safety of children to a maximum of three (3) hours and shall notify the Superintendent and the Association of such action as soon as possible. Any teacher(s) so designated shall suffer no loss of pay for the day(s) they provide such service.
3. The Board shall not request, require nor direct teachers covered under this Agreement to do work or carry out duties normally performed by employees engaged in a legal strike or lockout, nor shall teachers request, require, or direct pupils to carry out such duties.
4. In the event of any picket line, other than a picket line established by another bargaining unit employed by the Board, which prevents a teacher from carrying out normal duties, the teacher shall immediately inform the staff representative who shall immediately contact his/her Administrative Officer or the Superintendent to advise which teachers do not intend to cross the picket line.
5. Exercise of a teacher's rights under this Article shall not be considered a violation of this Agreement.

ARTICLE A.25 COPY OF AGREEMENT

1. Each Association member shall receive a copy of this Agreement in booklet form. The editing decisions and printing costs shall be shared equally by the Board and the Association.

ARTICLE A.26 INPUT TO BOARD POLICY

1. The Board shall invite the Association to make representations to the Board on the establishment and amendment of Board policy.

ARTICLE A.27 TEACHER/BOARD LIAISON PROCESS

1. There shall be a Teacher/Board liaison process which shall have the full support of both parties to this Agreement, in the interest of providing the best possible communications and understanding between the Board and the Association.
2. Meetings shall be held between four (4) representatives of the Association and four (4) representatives of the Board as and when requested by either party. Such meetings shall occur no more than three (3) times during a school year unless the Association and the Board representatives agree to additional meetings. A notice and agenda of the meetings shall be prepared at least (2) days prior to the meeting and the discussion at the meeting shall be confined to the items on the agenda. In the event that a nil agenda is circulated, the meeting shall not take place
3. The primary purpose of these meetings shall be to promote a mutual understanding and discussion of contract-related concerns of a general nature, including those which may potentially lead to grievances, provide a forum for discussion of matters dealing with educational programs and the provision of educational services, as well as to discuss administrative decisions regarding provision of educational programs, staff and facilities.
4. A Board and an Association representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.
5. The discussions at these meetings shall not assume jurisdiction over salary and benefits, or any other matters of collective bargaining, including administration of this collective agreement.
6. The discussions as provided for in this Article shall not supersede the activities of any committee of the Association or the Board and do not have the power to bind either the Association or its members or the Board to any decisions on conclusions reached in its discussions. Recommendations may be made to the Association and to the Board with respect to the discussions and conclusions of the Association and Board representatives as provided for in this Article

ARTICLE A.28 LITIGATION ASSISTANCE

1. Upon request of the teacher, the Board may, at its sole discretion, grant assistance to, or reimburse the teacher for legal and other related costs, which arise from litigation against the teacher while discharging his/her duties on behalf of the Board.

ARTICLE A.29 EDUCATIONAL ASSISTANTS

1. Educational Assistants employed to assist teachers in carrying out their responsibilities and duties shall be under the instructional supervision of teachers. Teachers shall not assume employment supervision responsibilities for Educational Assistants.
2. Educational Assistants shall not assume any instructional responsibility for providing educational programs to students or groups of students that are not planned, organized and supervised by a teacher, or by a teacher-on-call where a teacher is absent pursuant to Articles A.18, A.7.1, and G.2 to G.22 of this Agreement.
3. It is recognized that it is valuable for teachers and Educational Assistants whom they supervise to meet and conference regularly. The Board shall, upon the request of a teacher (in cases involving special needs students the request shall be made through the school-based team), make provision for the teacher to meet and conference with the Educational Assistant whom he/she supervises, on the following conditions:
 - a. The Director of Student Services must approve any arrangements based on special educational needs;
 - b. such time may be provided for either within the instructional day or immediately preceding or following the instructional day;
 - c. such time shall not exceed one hour per week unless approved in writing by the Superintendent or designate.
4. Educational Assistants shall not be used to replace bargaining unit members.

ARTICLE A.30 PARTICIPATION ON COMMITTEES

Where teacher participation on committees is provided for in Board Policy or Regulation, the Association shall be asked to appoint the representative(s) to such committees.

SECTION B SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 SALARY

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

Local Provisions

5. Salary Grids

EFFECTIVE JULY 1, 2006 – 2.5% INCREASE

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 38,966	\$ 41,795	\$ 44,880	\$ 45,964
1	\$ 41,061	\$ 44,454	\$ 47,714	\$ 48,860
2	\$ 43,155	\$ 47,112	\$ 50,548	\$ 51,756
3	\$ 45,250	\$ 49,770	\$ 53,382	\$ 54,651
4	\$ 47,345	\$ 52,428	\$ 56,216	\$ 57,547
5	\$ 49,439	\$ 55,086	\$ 59,050	\$ 60,443
6	\$ 51,534	\$ 57,744	\$ 61,884	\$ 63,339
7	\$ 53,628	\$ 60,403	\$ 64,718	\$ 66,234
8	\$ 55,723	\$ 63,061	\$ 67,552	\$ 69,130
9	\$ 57,817	\$ 65,719	\$ 70,386	\$ 72,026

EFFECTIVE JULY 1, 2007 – 2.5% INCREASE

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 39,941	\$ 42,840	\$ 46,002	\$ 47,113
1	\$ 42,087	\$ 45,565	\$ 48,907	\$ 50,081
2	\$ 44,234	\$ 48,290	\$ 51,812	\$ 53,049
3	\$ 46,381	\$ 51,014	\$ 54,717	\$ 56,018
4	\$ 48,528	\$ 53,739	\$ 57,622	\$ 58,986
5	\$ 50,675	\$ 56,463	\$ 60,526	\$ 61,954
6	\$ 52,822	\$ 59,188	\$ 63,431	\$ 64,922
7	\$ 54,969	\$ 61,913	\$ 66,336	\$ 67,890
8	\$ 57,116	\$ 64,637	\$ 69,241	\$ 70,858
9	\$ 59,263	\$ 67,362	\$ 72,146	\$ 73,826

EFFECTIVE JULY 1, 2008 – 2.5% INCREASE

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 40,939	\$ 43,911	\$ 47,152	\$ 48,291
1	\$ 43,140	\$ 46,704	\$ 50,130	\$ 51,333
2	\$ 45,340	\$ 49,497	\$ 53,107	\$ 54,376
3	\$ 47,541	\$ 52,290	\$ 56,085	\$ 57,418
4	\$ 49,741	\$ 55,082	\$ 59,062	\$ 60,460
5	\$ 51,942	\$ 57,875	\$ 62,039	\$ 63,503
6	\$ 54,142	\$ 60,668	\$ 65,017	\$ 66,545
7	\$ 56,343	\$ 63,460	\$ 67,994	\$ 69,587
8	\$ 58,544	\$ 66,253	\$ 70,972	\$ 72,630
9	\$ 62,567	\$ 71,117	\$ 76,168	\$ 77,942
Benefit From Letter of Understanding No. 11 – 2008 Salary Harmonization:				
2.5% increase:	\$ 60,744	\$ 69,046	\$ 73,949	\$ 75,672
Harmonization:	\$ 62,567	\$ 71,117	\$ 76,168	\$ 77,942
Harmonization %	3.00%	3.00%	3.00%	3.00%

Benefit From Letter of Understanding No. 12 – Teacher Supply and Demand Initiatives:

The following schools are entitled to the Recruitment and Retention Allowance pursuant to Letter of Understanding No. 12:

Surge Narrows, Sayward Elementary, Cortes Island

EFFECTIVE JULY 1, 2009 – 2.5% INCREASE

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 41,963	\$ 45,009	\$ 48,331	\$ 49,498
1	\$ 44,218	\$ 47,872	\$ 51,383	\$ 52,617
2	\$ 46,474	\$ 50,734	\$ 54,435	\$ 55,735
3	\$ 48,729	\$ 53,597	\$ 57,487	\$ 58,853
4	\$ 50,985	\$ 56,459	\$ 60,539	\$ 61,972
5	\$ 53,240	\$ 59,322	\$ 63,590	\$ 65,090
6	\$ 55,496	\$ 62,184	\$ 66,642	\$ 68,209
7	\$ 57,752	\$ 65,047	\$ 69,694	\$ 71,327
8	\$ 60,007	\$ 67,910	\$ 72,746	\$ 74,445
9	\$ 64,131	\$ 72,895	\$ 78,072	\$ 79,891

Benefit From Letter of Understanding No. 12 – Teacher Supply and Demand Initiatives:

The following schools are entitled to the Recruitment and Retention Allowance pursuant to Letter of Understanding No. 12:

Surge Narrows, Sayward Elementary, Cortes Island

EFFECTIVE JULY 1, 2010 – 2.0% INCREASE

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 42,802	\$ 45,909	\$ 49,298	\$ 50,488
1	\$ 45,102	\$ 48,829	\$ 52,411	\$ 53,669
2	\$ 47,403	\$ 51,749	\$ 55,524	\$ 56,850
3	\$ 49,704	\$ 54,669	\$ 58,636	\$ 60,031
4	\$ 52,005	\$ 57,588	\$ 61,749	\$ 63,211
5	\$ 54,305	\$ 60,508	\$ 64,862	\$ 66,392
6	\$ 56,606	\$ 63,428	\$ 67,975	\$ 69,573
7	\$ 58,907	\$ 66,348	\$ 71,088	\$ 72,754
8	\$ 61,207	\$ 69,268	\$ 74,201	\$ 75,934
9	\$ 65,414	\$ 74,353	\$ 79,633	\$ 81,489

Benefit From Letter of Understanding No. 12 – Teacher Supply and Demand Initiatives:

The following schools are entitled to the Recruitment and Retention Allowance pursuant to Letter of Understanding No. 12:

Surge Narrows, Sayward Elementary, Cortes Island

6. Associated Professionals:

- a. Associated Professionals shall be covered by all provisions of this Agreement, except *Articles A.29, C.14, C.15, C.16, C.17, C.19, D.4, E.14, E.15.*
- b. An employee holding a teaching certificate who is assigned to the duties of an Associated Professional shall be paid as a teacher.
- c. The Superintendent and the President of the Association shall agree on the placement on the salary schedule of Associated Professionals not holding teaching certificates, in accordance with the following criteria:
 - i. at the category which is most nearly equivalent to the category of a teacher based on years of university level training. Placement at a 6/PA level requires the possession of a Masters degree from a recognized university.
 - ii. at the experience level as determined in Article B.1.8.c of this Agreement.

7. Increments

- a. Increments shall be awarded annually as of September 1st in each year, but shall be awarded as of February 1st when the teacher has become eligible for an increment between September 1st and January 31st.

8. Determination of Salary

a. Qualifications

- i. A teacher's category for salary purposes shall be the category justified by that teacher's professional preparation for teaching as determined by the Teacher Qualification Service.
- ii. A person authorized to teach by Letter of Permission shall be paid not less than ninety-one (91) percent of the 4/PC minimum, unless he/she has four acceptable years of professional preparation in which event he/she shall be paid on the 4/PC scale.
- iii. Placement on the salary grid shall be determined in accordance with the category assigned by the Teacher Qualification Service, and in accordance with years of experience as determined by Articles B.1.8.b, B.1.8.c, and B.1.8.d of this Agreement.
- iv. At the time of the initial appointment, the Board shall advise the teacher, in writing, of documentation required to establish initial scale placement and the requirement of the teacher to advise the Board if there will be any difficulties in meeting scale placement deadlines.
- v. Each teacher shall submit all documentation required by the Board to establish salary placement. Such documentation shall be submitted within thirty (30) days of commencement of employment or change in category or certification.
- vi. The teacher shall advise the Board, in writing, of any delays in obtaining the necessary documentation and request an extension of the limit. A request of this nature shall not be unreasonably denied.
- vii. The Board shall notify the teacher of any incomplete documentation and shall pursue the matter with the teacher.

b. Experience

A teacher's number of years of experience for salary purposes effective September 1st in any year for the school year then following shall be that teacher's number of years of teaching or equivalent experience determined in accordance with Article B.1.8.c of this Agreement.

c. General

- i. Teachers and Associated Professionals must prove their experience by production of acceptable documentary evidence.
- ii. For teachers and Associated Professionals employed in B.C. public schools, eight (8) months of full-time employment during one (1) school year or its equivalent, as defined by B.1.8.c.iv constitute a year's experience for increment purposes.

- iii. Where a teacher or Associated Professional has completed in British Columbia public schools two periods of full-time employment each of less than the above minimum eight (8) months but each five (5) months or more, the two such periods may be combined to constitute a year's service. It shall be the responsibility of the teacher or Associated Professional to submit a certified statement for this type of service.
- iv. Periods of teaching service of less than five (5) months during a school year may not be combined to carry credit. Employment as a teacher-on-call does not carry experience credit.
- v. Teaching service, as specified above, in Provincial Government schools, Ministries, or similar Provincial institutions carries credit where the service is deemed equivalent to that of employment as a teacher or Associated Professional in the public school system. Similarly, teaching service or appropriate educational administrative service as a member of the staff of the Provincial Ministry of Education carries credit. Service as a full-time member of a faculty of education recognized by the Ministry of Education shall carry full experience credit.
- vi. Teachers or Associated Professionals appointed for the full school year (or eight (8) months thereof) in British Columbia public schools qualify for experience credit proportionate to the percentage of time they are employed, with the requirement that for a year's credit the cumulative percentage time over a number of years must equate to at least eight (8) months' full-time employment (e.g. person who teaches for two (2) full-time school years on forty (40) percent time would qualify for a year's experience). These periods of part-time employment may be added together.

It shall be the responsibility of the teacher or Associated Professional to submit a certified statement for this type of service expressed as a decimal or percentage of the school year.
- vii. Periods of experience arising from written appointments to the teaching staff of the Board and not recognized by any of the foregoing may be combined on a full-time equivalent basis. A minimum of 80% shall be recognized as one year.
- viii. Full recognition shall be granted to experience in the public educational systems of the Commonwealth, where prior to gaining the experience the teacher obtained qualifications which are recognized by the Ministry of Education and/or the Teacher Qualification Services as being equivalent to comparable B.C. qualifications.
- ix. Half recognition, subject to a maximum of half recognition of ten (10) years' experience shall be granted to teaching experience in government approved and/or supported private educational systems in the Commonwealth and in public educational systems elsewhere, where prior to gaining the experience the teacher obtained qualifications which are

recognized by the Ministry of Education and/or the Teacher Qualification Services as being equivalent to comparable B.C. qualifications.

- x. Service under Article B.1.8.c.v and B.1.8.c.iv are to be assessed under the same regulations and principles as Article B.1.8.c.i to B.1.8.c.iv.

d. Additional Recognition of Experience

If a teacher has four (4) acceptable years of preparation or training, then further business technical or trade experience in excess of three (3) years shall be recognized for teachers of:

Industrial Education, Commerce, Computer Science, Music, Commercial Art, Drama, Library, Journalism, Home Economics, or Vocational Industrial Specifics, and other relevant disciplines.

- i. One year of teaching experience may be allowed depending on the circumstances for each year of business, technical, or trade experience (including apprenticeship) providing such experience is closely related to the majority of the subjects taught by the teacher concerned.
- ii. A year of business, technical, or trade experience shall be defined as any ten (10) consecutive months of full-time employment in any twelve (12) month period.

9. a. Establishment of Salary Status

- i. The category and number of years of experience established for a teacher pursuant to Article B.1.8 of this Agreement shall be known as that teacher's "salary status."
- ii. It shall be the responsibility of the individual teacher to establish salary status with the Board.
- iii. Salary adjustment in respect of improved salary status claimed in writing before November 1st and proved before the succeeding January 1st shall take effect from the preceding September 1st.
- iv. Salary adjustments in respect of improved salary status claimed in writing before March 1st and proved before the succeeding May 1st shall take effect from the preceding January 1st.
- v. In the event that an employee covered by this Agreement wishes to appeal his/her placement on the salary grid for category and/or experience credit, the teacher must apply in writing to the Superintendent for adjustment. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, the grievance procedure as outlined in Article A.6 of this Agreement shall apply.

10. a. Investment

At the request of a teacher, payroll deductions from salary shall be implemented for transfer to a specified account at one branch of any chartered bank or credit union in Campbell River. The Association shall notify the Board by September 15th of each year as to its choice of institution.

11. a. Method of Payment

- i. Employees in the bargaining unit shall be paid in ten monthly instalments, commencing in September, with a mid-month advance of 40% of their estimated monthly net salary. The advance shall be paid on the 15th of the month or on the Friday preceding the 15th should the 15th fall on a Saturday or Sunday. The month-end payment shall be made on the last teaching day of the month. The mid-month advance payment shall be subject to any change in the Ministry of Education's grant payment schedule.
- ii. Whenever salary is calculated or adjusted on a daily basis, it shall be at the rate of 1/195th of the teacher's existing annual salary according to experience and qualifications.
- iii. A teacher shall be paid one-tenth (1/10) of current annual salary in respect of each month (September to June) in which the teacher works all prescribed school days that month.
- iv. In the event that a teacher commences work on a day other than the first prescribed school day in that month or terminates on a day other than the last prescribed school day of that month, the teacher's pay for that month shall be determined as follows:

$$\frac{\text{School days worked in that month}}{\text{Prescribed school days in that month}} \times \text{one-tenth (1/10) of annual salary in effect in that month}$$

12. a. Head Teachers and Department Head Allowances

Head Teachers and Department Heads shall receive an annual allowance as follows:

July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
\$ 2,159	\$ 2,213	\$ 2,268	\$ 2,325	\$ 2,372

13. a. Additional Allowances

An annual allowance shall be paid to those teachers assigned to the following schools, in accordance with the schedule below:

i. Isolation Allowance

Amount

	July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
(1) Surge Narrows Elementary School	\$ 1,248	\$ 1,279	\$ 1,311	\$ 1,344	\$ 1,371
(2) Cortes Island Elementary Junior Secondary School	\$ 311	\$ 319	\$ 327	\$ 335	\$ 342

ii. Residence Allowance

- (1) First year of residence in the Sayward Valley community:

July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
\$ 625	\$ 641	\$ 657	\$ 673	\$ 686

- (2) Secondary and subsequent years of residence in the Sayward Valley community:

July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
\$ 1,248	\$ 1,279	\$ 1,311	\$ 1,344	\$ 1,371

The allowances referred to in Articles B.1.12 and B.1.13 of this Agreement shall be payable in equal installments, in accordance with established pay procedures.

14. Moving/Relocation Allowance

When a teacher is transferred, in accordance with Article E.14 of this Agreement, to or from Cortes Island Elementary Junior Secondary School, Sayward Elementary Junior Secondary School or Surge Narrows Elementary School, the following shall apply:

- a. the teacher shall be eligible for reasonable moving expenses incurred as a result of the transfer, to a maximum of:

July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
\$ 1,025	\$ 1,051	\$ 1,077	\$ 1,104	\$ 1,126

- b. expenses shall include moving personal and household effects and travel related to the move, for the employee and his/her immediate family. Travel costs include mileage, ferry costs, air travel costs, food and lodging;
- c. costs shall be reimbursed upon presentation of proof of payment to the Board.

ARTICLE B.2 TEACHER ON CALL PAY AND BENEFITS

- 1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
- 2. For the purposes of Employment Insurance, the employer shall report for a teacher on call, the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
- 3. A teacher on call shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee he/she is replacing is entitled to claim.
- 4. Teachers on call shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
- 5. Teachers on call shall be paid an additional compensation of \$3 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$1.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
- 6. Rate of Pay:
 - a. Employees who are employed as teachers on call shall be paid the rate specified below for each full day worked for the first three (3) days. Any provision in the Previous Collective Agreement which provides a superior daily rate shall remain part of the Collective Agreement. [The formula in B.2.7 may produce a higher rate for some employees.]

i.	Effective July 1, 2006	\$194.75
ii.	Effective July 1, 2007	\$199.60
iii.	Effective July 1, 2008	\$204.60
iv.	Effective July 1, 2009	\$209.70
v.	Effective July 1, 2010	\$213.90
 - b. On the fourth consecutive and subsequent consecutive days worked in an assignment or assignments, a teacher on call shall be paid 1/189 of his/her category classification and experience or at Category 4 Step 0, which ever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day worked.

Local Provisions

7. For one (1) to three (3) continuous days, teachers-on-call who are listed, who hold a valid and subsisting B.C. certificate of qualification and who maintain membership in the B.C. Teachers' Federation and in the Association shall be paid the greater of the following amounts which include payment in lieu of holidays.
 - a. 1/250 of annual salary as a teacher per day; or
 - b. pay in accordance with B.2.6.a above.
8. A teacher-on-call reporting to work when called shall receive a minimum one-half (1/2) day's pay. Such a teacher shall provide one-half (1/2) day's service. Notwithstanding the foregoing, a teacher-on-call may contract to work for a specific period of less than one-half (1/2) day.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

PCA Article B.3 does not apply in School District No. 72 (Campbell River).

ARTICLE B.4 EI REBATE

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

ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN

1. In this Article:
 - a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
 - b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect. [Note: Not applicable in S.D. No. 72.]

3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
[Note: Applicable in S.D. No. 72]
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
 - a. between September 1 and September 30 or December 15 and January 15 in any school year;
 - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

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

2. In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.
3. The BCTF agrees not to alter eligibility criteria under the Plan to include groups of employees not included as of July 1, 2006.

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

PCA Article B.8.1 through B.8.10 is not applicable in SD. No. 72 (Campbell River). See Local LOU 1.

ARTICLE B.9 PAY PERIODS

PCA Article B.9.1 through B.9.3 is not applicable in SD. No. 72 (Campbell River). See Article B.1.11

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

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

Effective July 1, 2006 – 47 cents/kilometer

Effective July 1, 2007 – 48 cents/kilometer

Effective July 1, 2008 – 49 cents/kilometer

Effective July 1, 2009 – 50 cents/kilometer

2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use his/her personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.
4. PCA Article B.10.4.a through B.10.4.f is not applicable in School District No. 72 (Campbell River).

- g. School Districts No. 50, 72, and 85

The Board agrees to reimburse non-resident employees working in a community to which they are involuntarily transferred after July 1, 2006, or assigned as a result of the layoff/recall process after July 1, 2006. Reimbursement will be for the standard fares associated with ferry travel required due to such an involuntary transfer or assignment as described above. Reimbursement will be based upon production of receipts. Employees who worked in a community other than the one in which they resided prior to such assignment and/or transfer are not eligible for reimbursements.

5. PCA Article B.10.5 is not applicable in School District No. 72 (Campbell River).

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

ARTICLE B.11 BENEFITS

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

Local Provisions

2. General Application

- a. 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, it must be so noted by the teacher and kept on file by the Board.

- b. The Board shall provide each teacher with a description of those benefit plans in which the teacher is enrolled.
- c. The Board shall advise all teachers, including certificated teachers-on-call and teachers who are engaged in less than half-time capacity, that they may elect to contribute to the Teachers' Pension Plan through submission of a request to the Board, with a copy to the Commissioner of Teachers' Pensions, that pension contributions be deducted.

- d. Where a teacher is on leave of absence for health-related reasons, without either salary or benefits under the long-term salary continuance plan, and on behalf of that teacher the Association pays that teacher's share of the cost of any or all benefits detailed in Article B.11 of this Agreement, the Board shall pay its share of the cost of the benefits.
- e. The Board shall continue to provide the medical, extended health and dental benefits to the dependent(s) of a deceased teacher for a period of six (6) months after the death of the teacher. The dependent(s) shall be notified in writing of this provision.

3. Medical Services Plan

The Board shall pay 50% of the premium cost of the B.C. Medical Services Plan premiums.

4. Extended Health Benefits

The Board shall pay 50% of the premium cost of an Extended Health Benefits Plan for each full and part-time teacher employed by the Board. The plan shall include the following options:

- a. Vision Care:
Eyeglass/contact lens coverage is to be limited to \$250 per family member in any two calendar year period.
- b. Hearing aid coverage is to be limited to \$400 per family member once in any five calendar year period.

5. Group Life Insurance

- a. The Board shall pay 50% of the premium cost of the BCSTA/BCTF Group Life Insurance Plan B.
- b. The premium contributed by a teacher toward the total premium payable under the policy for insurance on the life of such teacher shall be deemed by the Board to be applied first to the premium for the amount of the teacher's insurance (if any) in excess of \$25,000, and the balance (if any) of the teacher's premium shall be deemed by the Board to be applied to the first \$25,000 of the teacher's insurance.

6. Salary Continuance

Teachers shall pay 100% of the premium cost of the BCTF Salary Indemnity Plan.

7. Dental Plan

The Board shall pay 100% of the cost of a dental plan for each teacher employed by the Board. The dental plan shall provide the following coverage:

- a. 100% of Plan A services and 75% of Plan B services with a combined annual limit of \$1,000 per family member per year; and
- b. 50% of Plan C, Orthodontics, for covered children, to a \$2,000 lifetime maximum per covered child and a \$1,500 lifetime maximum for adults.

8. Optional Term Life Insurance

The Board shall administer the BCTF Optional Term Life Insurance Plan, deducting 100% of the premium from the salary of any teacher who chooses to participate.

9. Unemployment Insurance Rebates

The Board shall remit semi-annually, to the B.C. Teachers' Federation Salary Indemnity Fund, the share of the savings resulting from reduced Unemployment Insurance Premiums of employees covered by this Agreement.

10. Group RRSP Deductions

When a group RRSP plan is developed and sanctioned by the Association, the Board shall deduct individual teacher contributions and remit them to the appropriate plan.

11. Benefits While on Unpaid Leave

A teacher on any unpaid leave of absence shall have the option of continuing his/her employee benefits provided that the teacher pays the full cost of the benefits.

12. Strike or Lockout

In the event of a strike or lockout, the following employee benefits shall remain in effect:

- a. Medical Services Plan
- b. Extended Health Benefits
- c. Compulsory Life Insurance
- d. Dental Plan

In the event of a strike, the total premium shall be borne by the teacher(s).
In the event of a lockout, the Board and the teacher(s) shall continue to pay their respective portions of the above premiums.

ARTICLE B.12 CATEGORY 5+

1. Eligibility for Category 5+
 - a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;
 - i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.
 - ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.
 - iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.
 - b. Post undergraduate diplomas agreed to by the TQS; or
 - c. Other courses or training recognized by the TQS.
2. Criteria for Category 5+
 - a. The eligibility requirements pursuant to B.12.1 must not have been used to obtain Category 5.
3. Salary Rate Calculation
 - a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6.
 - b. Where the salary rate for Category 5+ as at March 31, 2006 exceeds seventy-four percent (74%) of the difference between Category 5 and Category 6 as at April 1, 2006, the salary rate for Category 5+ as at March 31, 2006 shall remain.
 - c. Where the salary rate calculated pursuant to B.12.3.a exceeds the salary rate calculated pursuant to Letter of Understanding No. 11, the salary rate calculated pursuant to B.12.3.a shall be implemented.
4. Application for Category 5+
 - a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to B.12.1 and B.12.2 and the assignment of employees to Category 5+.
 - b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to B.12.1 and B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

Transition Process

Note 1:

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

Note 2:

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

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

ARTICLE B.13 POSITIONS OF SPECIAL RESPONSIBILITY

1. The Board, in consultation with the Association, shall prepare a description of duties for all positions of special responsibility. Positions of special responsibility shall include those positions within the bargaining unit which involve working with teachers in a consultative and/or supervisory capacity in relation to more than one school.
2. Whenever a new position of special responsibility is contemplated or an existing position is changed or eliminated, the Board shall discuss the matter with the Association prior to implementation.
3. When a new position of special responsibility is created or a position of special responsibility is changed, an allowance and/or release time shall be subject to negotiation between the Board and the Association.
4. Acceptance of all positions of special responsibility shall be voluntary.

SECTION C EMPLOYMENT RIGHTS

ARTICLE C.1 RESIGNATION

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

ARTICLE C.2 SENIORITY

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

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

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

Local Provisions

7. Principle of Seniority

The Board and the Association agree that increased length of service in the employment of the Board entitles employees on continuing appointments, who have the necessary qualifications as defined in Article E.13.3 of this Agreement, to commensurate increase in security of teaching employment

8. Definition of Seniority

- a. In this Agreement, "seniority" means a continuing appointment employee's aggregate length of service in the employment of the Board, inclusive of:
 - i. service on temporary appointment with the Board.
 - ii. part-time teaching. For the purposes of calculating length of service, part-time teaching, if on a continuing appointment or temporary appointment, shall be credited on a pro rated basis.
 - iii. maternity/pregnancy leave and parental leave pursuant to Part 6 of the *Employment Standards Act*.
 - iv. educational leave, with credit documentation.
 - v. leave for duties with the Association and the British Columbia Teachers' Federation.
 - vi. secondment to the Ministry of Education, a Faculty of Education, or pursuant to a recognized teacher exchange program.

- vii. long-term sick leave.
 - viii. leave for teaching with the Department of National Defense or Canadian Universities Service Overseas.
 - ix. leave for elected office at the provincial, federal, or municipal level.
 - x. Compassionate care leave pursuant to G.2
- b. In addition to the provisions of Article C.2.8.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. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.a. and C.2.8.b of this Agreement, the employee with the longest period of continuous teaching time with the Board shall be deemed to have the greatest seniority.
- d. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.c of this Agreement, the employee with the greatest aggregate length of service as a continuing appointment employee with a British Columbia school authority recognized for salary experience purposes in this Agreement shall be deemed to have the greatest seniority.
- e. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.d of this Agreement, the employee with the greatest aggregate length of service as a continuing appointment employee with any other Canadian school authority recognized for salary experience purposes in this Agreement shall be deemed to have the greatest seniority, and finally, any other school authority should be considered pursuant to Article C.2.8.d of this Agreement.
- f. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.e of this Agreement, the employee with the earliest continuing appointment date to School District No. 72 shall be deemed to have the greatest seniority.
- g. For the purposes of this Agreement a continuity of service shall be deemed not to have been broken by an approved leave of absence.
- h. An employee whose job is terminated pursuant to this Agreement then subsequently re-engaged pursuant to Article C.3.3 of this Agreement shall retain previously accumulated seniority unless severance pay is accepted.
- i. Where either a part-time continuing employee or a continuing employee re-engaged pursuant to Article C.3.3 of this Agreement accepts a temporary assignment, the temporary service shall count towards seniority pursuant to this Article.

9. Seniority List

The Board shall maintain an active up-to-date seniority list of all employees on a continuing appointment employed by the Board in order of seniority calculated according to Article C.2.8 of this Agreement, setting out the length of seniority as of September 1st of that year. This list shall be forwarded to the Association as soon as possible and at least one (1) week prior to any proposed notification of termination under this Agreement.

ARTICLE C.3 STAFF REDUCTIONS, RECALL AND SEVERANCE

1. Definition of Qualifications

Qualifications for the purposes of this Article shall mean "Qualifications and Suitability" as defined in Article E.13.3 of this Agreement.

2. Security of Employment Based on Seniority and Qualifications

- a. When the Board, after consultation with the Association with regard to the reasons for the proposed reduction of the total number of teachers, finds it necessary to reduce the total number of teachers employed by the Board, the teachers to be retained shall be those who have the greatest seniority, provided they possess the necessary qualifications for the positions available as defined in Article E.13.3 of this Agreement.
- b. The Board shall give each teacher it intends to terminate pursuant to this Agreement at least thirty (30) days notice in writing to be effective for a December 31st or a June 30th termination, and the notice shall contain the reason(s) for this termination. A list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority shall be forwarded to the Association.
- c. Transfers necessitated by the application of Article C.3 of this Agreement shall not be subject to the provisions of Articles E.13, E.14 or E.15 of this Agreement.

3. Teachers Rights of Re-engagement

- a. When a position on the teaching staff of the district becomes available, the Board shall, notwithstanding any other Article of this Agreement, first offer re-engagement to the teacher who has the most seniority among those terminated pursuant to this Agreement, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been terminated pursuant to this Agreement. Where a continuing teacher is re-engaged in a temporary appointment, the continuing teacher shall be returned to the recall list at the conclusion of the temporary appointment with full rights and seniority.

- b. A teacher who is offered re-engagement pursuant to Article C.3.3.a of this Agreement shall inform the Board within forty-eight (48) hours, not including weekends, whether or not the offer is accepted.
- c. The Board shall allow ten (10) days from an acceptance of an offer pursuant to Article C.3.3.b of this Agreement, for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, such period shall be thirty (30) days or longer at the discretion of the Board.
- d. A teacher's right to re-engagement under this Agreement is lost if:
 - i. the teacher elects to receive severance pay pursuant to Article C.3.7 of this Agreement;
 - ii. the teacher refuses to accept two (2) different positions of equal or greater percentage of time. A teacher while attending university on a full-time basis or unable to teach due to pregnancy, may reject, without prejudice, an employment offer if the commencement date is inappropriate.
- e. Whenever practicable, upon re-engagement, a teacher shall be entitled to a continuing appointment to the teaching staff of the Board if he/she held a continuing appointment at the time of termination, or would otherwise be entitled to a continuing contract pursuant to this Agreement. Acceptance of a temporary position with the Board does not affect a teacher's continuing appointment status.

4. Re-engagement List

- a. The Board shall maintain a re-engagement list. Copies of that list shall be sent to the Association at least once during the fall and once during the spring term each year.
- b. It shall be the responsibility of the teacher to notify the Board and the Association of any change of address.

5. Sick Leave

A teacher re-engaged pursuant to this Agreement shall be entitled to all sick leave credit accumulated at the date of termination unless severance pay is accepted pursuant to Article C.3.7 of this Agreement.

6. Benefits

The Board shall maintain coverage of all eligible benefits for teachers who retain rights of re-engagement pursuant to Article **C.3.3** ~~C.8.5~~ of this Agreement for a period of ninety (90) days after termination. These teachers shall be entitled, if otherwise eligible, to maintain participation in all eligible benefits provided in Article B.11 of this Agreement at their cost subject to the approval of the insurance carrier and provided that the teacher is not otherwise employed.

7. Severance Pay

- a. A teacher on continuing appointment who has one or more years of continuous employment and who is terminated, save and except a teacher who is terminated or dismissed for proper cause in accordance with this Agreement or the *School Act and Regulations* may elect to receive severance pay by October 31st, following termination.
- b. Severance pay shall be calculated at the rate of five (5) percent of one (1) year's salary for each year of service as defined in Article C.2.8.a and C.2.8.b of this Agreement, 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 teacher who receives severance pay pursuant to this Agreement, and who notwithstanding Article C.2.9 of this Agreement, is subsequently rehired by the Board, shall retain any payment made under the terms of this Article and in such case, for purposes of Article C.3.7.b of this Agreement, the calculation of years of service shall commence with the date of such re-hiring.

8. Associated Professionals

The above provisions shall apply, with any necessary modifications, to any employees covered by this Agreement who are not teachers as defined in the *School Act*.

ARTICLE C.12 DISMISSAL AND DISCIPLINE FOR MISCONDUCT

1. Discipline and Dismissal

- a. The Board may dismiss or discipline any employee bound by this Agreement for just and reasonable cause.
- b. Personnel practices shall be followed consistent with the following practices:
 - i. The teacher and the Association shall be informed promptly, in writing, of any allegation(s) against the teacher which results in a formal investigation by the Board, including the basis for the allegation(s) and the name(s) of the person(s) making them, subject to any exceptions established in law and at such time so as to not prejudice a criminal investigation.
 - ii. the right to promptly receive any information related to the allegation(s) referred to in Article C.12.1.b.i .of this Agreement;
 - iii. the right to be accompanied by a personal representative and a representative of the Association at any meeting involving the teacher in connection with any investigation by the Board;
 - iv. when a teacher is suspended or dismissed, the President of the Association shall be informed promptly, in writing;

- v. the right to be free from any punitive action or discrimination for having pursued rights under this Agreement.
- c. Any dispute arising out of the dismissal or disciplinary action taken by the Board shall be subject to Article A.6 and E.18 of this Agreement.
- d. Unless the teacher and the Association waive the right to such a meeting, the Board shall not suspend or dismiss, except suspensions pursuant to Section 15(5) of the *School Act* or temporary suspensions with pay, any person bound by this Agreement unless it has, prior to considering such action, held a meeting of the Board.
- e. At least seventy-two (72) hours prior to the meeting referred to in Article C.12.4.d of this Agreement, the teacher and the Association shall be provided with a copy of any documentation, then available, which may be referred to in that meeting. Copies of any documentation which become available within the seventy-two (72) hour period shall be forwarded to the teacher as soon as practicable prior to the meeting.
- f. The teacher shall have the right to be accompanied by a personal representative and a representative(s) of the Association at a meeting referred to in Article C.12.4.d of this Agreement, and both the teacher and the representative(s) shall have an opportunity to hear all submissions and make representations to the Board and to ask questions. Any written documents prepared by either party to be considered at the meeting shall be tabled at the meeting.
- g. A decision of the Board, following the meeting referred to in Article C.12.1.d of this Agreement, shall be communicated promptly to the teacher and the Association in writing and shall set out the reason(s) for the decision.
- h. Where a teacher is suspended under Section 15(5) of the *School Act*, the Board shall, prior to taking further action under Section 15(7) of the *School Act*, hold a meeting in accordance with the foregoing provisions, unless the right to such a meeting is waived by the Association.
- i. The Association may refer a grievance regarding the dismissal of a teacher directly to Step 2 of Article A.6 of this Agreement. If the matter is not resolved at Step 2, the grievance may be referred directly to arbitration.
- j. The Board and the Association recognize that disciplinary and dismissal matters are to be treated confidentially. If a press release is necessary, the Board and the Association shall first attempt to issue a joint press release and failing this, either party shall notify the other of the general content of the release.
- k. 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, and no material which has been removed from the file pursuant to Article E.17 (Personnel Files) of this Agreement may be presented.
- l. Where a teacher has been suspended on grounds set out in Section 15(4) of the *School Act* the teacher shall be reinstated with full pay for the period of such suspension, if on the final disposition of the matter, the teacher is acquitted on

the merits unless just and reasonable cause exists for the taking of disciplinary action arising from the events that gave rise to the criminal charge(s)

- m. The Association shall receive copies of letters of reprimand, suspension or dismissal.
- n. A teacher may request the presence of a staff representative at any meeting which involves a disciplinary/grievance matter. If such a request is made, it is recognized that such meetings shall, whenever possible, be held outside normal instructional time. If it is not possible, the staff representative shall be released without loss of salary.

ARTICLE C.13 DISMISSAL FOR UNSATISFACTORY PERFORMANCE

1. The Board shall not dismiss a teacher for less than satisfactory performance reasons unless the Board has received three (3) consecutive reports indicating a less than satisfactory level of performance prepared in accordance with Article E.16 of this Agreement.
2. The first and second reports referred to in Article C.13.1 of this Agreement shall be prepared by different evaluators, one of whom shall be the Superintendent or designate.
3. Reports referred to in Article C.13.1 of this Agreement shall cover a period of time not less than twelve (12) calendar months nor more than twenty-four (24) calendar months from the date of the first classroom observation leading to the first report referred to in Article E.16 of this Agreement, to the issuance of the third report referred to in Article E.16 of this Agreement, subject to the following:
 - a. Absence on sick leave or other leave of absence shall not be included in the calculation of the period of time referred to in Article C.13.3 of this Agreement; and
 - b. In the event of the absence of an employee on sick leave, the twenty-four-(24) month period may be extended by mutual agreement between the Board and the Association. Such agreement shall not be unreasonably refused; and
 - c. Absence on sick leave shall not constitute part of the time frame restriction for the completion of reports specified in Article E.16 of this Agreement.
4. Where the Board intends to dismiss a teacher on the grounds of unsatisfactory performance, it shall, within fourteen (14) days, notify the teacher and the Association of such intention and provide an opportunity to meet with the Superintendent and the Board.
5. Where the Board dismisses a teacher for unsatisfactory performance reasons in accordance with Article C.13 of this Agreement, the teacher shall be advised in writing and shall be entitled to an amount equal to thirty (30) days salary upon dismissal.

ARTICLE C.14 PART-TIME TEACHERS' EMPLOYMENT RIGHTS

1. A teacher with a full-time appointment to the teaching staff of the district may, without prejudice to that appointment, request a part-time assignment, specifying the fraction of time requested, and the length of time for which the part-time assignment is requested.
2. When a request is granted pursuant to Article C.14.1 of this Agreement, the teacher shall, at the end of such assignment, return to a full-time comparable assignment or request another full-time assignment or an increased assignment. Such requests shall be granted if:
 - a. a full-time or increased time assignment is available for which the teacher is qualified; and
 - b. the request for the full-time or increased time assignment commences at the beginning of a school year or when mutually agreed.
3. A teacher with a part-time assignment may, without prejudice to that assignment, request an additional specified part-time appointment pursuant to Articles C.14.1 and C.14.2 of this Agreement.
4. Two teachers employed by the Board may jointly request a specified job-sharing assignment in respect of a single full-time position. Such a request shall be processed pursuant to Articles C.14.1, C.14.2 and C.14.3 of this Agreement. Where the request is granted, salary shall be prorated according to the percentage of time worked by each teacher.
5. Prior to offering a teacher a part-time assignment, the Administrative Officer responsible shall discuss with the teacher the teacher's professional responsibilities and terms of employment pursuant to the conditions of this Agreement in connection with the assignment. This discussion shall include specific details of teacher preparation time arrangements, pursuant to Article D.4 of this Agreement. If any teacher requesting such an assignment or assigned to such a position has any concerns about the extent of his/her assigned professional responsibilities, the teacher may request a meeting with the Superintendent, which shall not be unreasonably denied. The teacher shall have the right to be accompanied by a representative of the Association.

ARTICLE C.15 TEMPORARY TEACHERS

1. The Board may appoint a teacher to a temporary appointment specifying the period of its duration. At the time of the offer, the teacher shall be informed that the appointment is temporary and of the duration of the appointment.
2. Temporary appointments shall be made in accordance with the following:
 - a. for a period not exceeding ten (10) consecutive months to any position temporarily existing or temporarily vacant, or
 - b. for a period not exceeding the remainder of the existing school year, to any position which has become vacant during a school year.

3. At the expiration of the period specified in the temporary appointment, the temporary appointment shall be deemed to be terminated.
4.
 - a. The number of FTE teachers on temporary appointment as at November 30th and May 15th of each school year shall not exceed the number of FTE vacancies pursuant to Articles C.15.1 and C.15.2 of this Agreement by more than ten (10%) percent.
 - b. The May 15th date in Article C.15.4 of this Agreement may be waived or modified by mutual agreement of the Board and the Association in the following circumstances:
 - i. if district enrolment projections prepared by the Ministry of Education for the following September are less than actual enrolment as at April 30th;
 - ii. where external financial constraints are imposed upon the Board.
5. A position which is temporarily created for a specific educational purpose and has existed for two (2) consecutive years shall be reviewed by the Board and shall be made permanent or discontinued.
6. The Board agrees to provide the Association with the following:
 - a. A list of all temporary teachers;
 - b. A list of all positions defined in Article C.15.5 of this Agreement;
 - c. A list of all employees in the bargaining unit on leave of absence.

This list shall be forwarded to the Association by October 15th and May 1st of each year, and thereafter copies of temporary appointments as they occur.
7. A teacher who has been employed by the Board on a temporary appointment for at least four (4) full-time equivalent continuous teaching months and an aggregate of thirteen (13) full-time equivalent teaching months and who is re-appointed to a position in the district, shall be granted a continuing appointment.
8. Evaluation of Temporary Teachers
 - a. The Board recognizes the value of evaluating teachers on temporary appointments.
 - b. A temporary teacher may be evaluated at any time but, in any event, an evaluation shall be completed before the conclusion of the temporary teacher's thirteenth (13th) month of service.
 - c. At any time after an evaluation referred to in this Article is completed, a temporary teacher may request a meeting with the Superintendent to discuss the prospects of being considered for any vacancies for continuing appointments.

ARTICLE C.16 TEACHERS ON CALL

1. Teachers-on-call shall not be subject to any of the provisions of this Agreement other than the definition of terms in the preamble and A. 1, A.2, A.3, A.4, A.6, A.19, A.20, A.21, A.22, A.23, A.24, A.25, A.26, A.27, A.28, A.29, A.30, B.2.7, B.2.8, B.13, C.1, C.16, D.18, E.1, E.2, E.17, E.18, E.19 and any other Article where so specifically stated
2. The Board shall maintain a list of persons who are qualified. The Board shall forward a copy of such list to the Association in the month of September, and in the month of January in each school year.
3. To qualify to be listed as a teacher-on-call, a person must:
 - a. possess a valid B.C. teaching certificate;
 - b. be available as reasonably required throughout the district.
4. The placement of a person's name onto the teacher-on-call list shall be approved annually by the Superintendent.
5. Removal of Name from Teacher-on-Call List
 - a. The Board shall not remove the name of a person from the teacher-on-call list for arbitrary or discriminatory reasons.
 - b. Before a person's name is removed from the teacher-on-call list, once established in accordance with Articles C.16.2 and C.16.3 of this Agreement, the person shall be advised of the removal and the reasons for the removal.
6. Whenever practicable, the Board shall provide a teacher-on-call for every teacher absent from instructional responsibility due to illness or other approved leave.
7. A teacher may, for educational reasons, request a specific person on the list to act as a teacher-on-call.
8. The Board may appoint a person not on the list to a teacher-on-call assignment in the event that no available person on the list possesses the necessary qualifications for the assignment.
9. A teacher-on-call is only responsible for the same duties as the teacher he/she is replacing, except where reassigned by the Administrative Officer after consultation with the teacher-on-call, to perform duties normally performed by a teacher.
10. Where the Board expects a teacher to be absent for more than twenty (20) consecutive teaching days, the vacancy shall be posted in accordance with Article E.13 of this agreement.
11. Where a teacher-on-call is initially assigned to a class where the teacher is absent for twenty (20) days or less, the teacher-on-call shall be permitted to continue in the assignment unless specialist skills are necessary due to the nature of the assignment and provided that the teacher-on-call is able to provide satisfactory service in the assignment.

ARTICLE C.17 APPOINTMENTS

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

- a. Temporary appointments made in accordance with Article C.15 of this Agreement and subject to the provisions of this Agreement;
- b. Probationary appointments made in accordance with Article C.17.2 of this Agreement and subject to the provisions of this Agreement; and
- c. Teachers-on-call, subject to the provisions of this Agreement.

2. Probationary Appointments

- a. The Board may, during the first nine (9) months of an employee's continuing appointment with the Board, exclusive of:
 - i. any leave of absence during or extending beyond those months;
 - ii. the months of July and August; terminate the employee's continuing appointment and place the employee on a probationary appointment.
- b. Unless an employee on a probationary appointment is terminated in accordance with this Article, the probationary appointment made pursuant to this Article shall be effective until:
 - i. The Board, not less than six (6) calendar months following the placement of the employee on a probationary appointment, rescinds the probationary appointment; or
 - ii. June 30th in the year immediately following the school year in which the probationary appointment is made;whichever occurs earlier, and thereafter shall become a continuing appointment.
- c. This Article C.17.2 shall not apply to teachers who receive continuing appointments in accordance with Article C.15 of this Agreement.
- d. A teacher shall not be placed on a probationary appointment unless the Board is in receipt of a less than satisfactory report prepared in accordance with the provisions in Articles E.16.1.I.iii to E.16.1.I.xi of this Agreement which shall include a plan of remediation as contemplated in Article E.16.1.I.xi of this Agreement.
- e. In the event that the Board places a teacher on a probationary appointment, the teacher shall be given an opportunity to meet with the Superintendent to discuss the matter. The teacher shall have the right to representation at this meeting.

- f. A teacher on a probationary appointment shall not be dismissed prior to the preparation of a less than satisfactory evaluation report prepared in accordance with the provisions of Articles E.16.1.I.iv., v.(a),(b),(c), vii., xi., and x. of this Agreement.
- g. The standard for dismissal of a teacher on a probationary appointment shall be the lack of suitability based on teacher performance consistent with the evaluation criteria under Article E.16.2 of this Agreement.
- h. The Board may terminate an employee on a probationary appointment subject to Articles C.17.2.d and C.17.2.f of this Agreement by giving thirty (30) days' notice in writing of the termination provided that the notice shall not be given during the first thirty (30) days of the probationary appointment and that there shall be at least twenty (20) teaching days included in the notice period.

ARTICLE C.18 TECHNOLOGICAL CHANGE

1. Definition

Technological change shall be defined as a change in the manner, method or procedure in which the employer carries on his work, undertaking or business that is related to the introduction of that equipment or material, but "technological change" does not include normal layoffs resulting from a decrease in the amount of work to be done.

2. Notice and Discussion

When it is determined that the introduction of a technological change is under consideration or is to be introduced, the Board shall notify the Association in writing. Such notice shall be given at least ninety (90) days before the term in which the introduction of the technological change is intended. Once such notice is given, the Board agrees to discuss the matter with the Association.

3. Information

- a. The notice of intent to introduce a technological change shall contain:
 - i. the nature of the change;
 - ii. the effective date of the change;
 - iii. the approximate number, type and location of Association members likely to be affected by the change.
- b. The Board shall update this information as new developments arise and modifications are made.

4. Negotiation

- a. Once notice of a technological change has been given pursuant to Article C.18 of this Agreement, the Board shall negotiate with the Association ways in which employees in the bargaining unit who may be affected can adjust to the effects of the technological change.
- b. The Board and the Association agree that this Article C.18 represents the agreement between the Board and the Association on technological change, as contemplated by the *Labour Relations Code and Regulations*.

ARTICLE C.19 MODERN LANGUAGES

1. Definition

For the purposes of this Agreement, the term "Modern Languages" shall be understood to mean those languages other than English which may be required to be taught by the Ministry or Board as part of the curriculum for students in the English program.

2. Notice and Consultation

When the Board determines that a Modern Language is to become part of the curriculum, the Board shall notify the Association, in writing, at least ninety (90) days before such change is introduced. Once such notice is given, the Board agrees to discuss the matter with the Association.

3. Negotiations

Once notice of Modern Language changes is given, the Board shall negotiate with the Association ways in which employees in the bargaining unit who may be affected can adjust to the effects of such change.

4. Retraining

The Board agrees, whenever practicable, to offer retraining to the teachers affected by such Modern Language changes, bearing the cost of such retraining.

5. General

There shall be no adverse effect on a teacher who is unable to teach a Modern Language.

SECTION D WORKING CONDITIONS

ARTICLE D.3 ALTERNATE SCHOOL CALENDAR

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

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

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

ARTICLE D.4 PREPARATION TIME

PCA Article D.4.1 through D.4.3 is not applicable in SD No. 72 (Campbell River)

Local Provisions

4. Preparation Time

- a. Each employee covered by this Agreement shall be entitled to and paid for regularly scheduled preparation time within the instructional hours of the regular school day. Preparation time shall be used at the discretion of the teacher for professional purposes.
- b. Teachers whose responsibilities are in special education, library, itinerant music and learning assistance shall have sufficient flexibility within their schedules to provide for preparation and marking time appropriate to their assignments.
- c. The scheduling of preparation time for teachers shall be governed by the organization of the school with adjustments to be mutually agreed upon between teachers and the school Administrative Officer.
- d. An Administrative Officer must have the approval of the Superintendent to not schedule preparation time for a part-time teacher involving salary adjustments, pursuant to Articles D.4.5.b and D.4.6.b of this Agreement.
- e. Although a teacher may not be compensated for lost preparation time due to unforeseen circumstances, an Administrative Officer shall not request a teacher to relinquish more than one (1) preparation period in any month, unless compensation is provided.

5. Elementary Teachers

- a. In the case of an elementary classroom teacher, time shall be designated for preparation and shall not be less than sixty (60) minutes per normal week for a full-time teacher, or a proportion of sixty (60) minutes equal to the proportion of the teacher's Full-Time Equivalent assignment as averaged through the academic year.
- b. Where no preparation time is scheduled for a part-time elementary teacher as part of the normal assignment, that teacher's salary shall be increased by 4.2% of the gross amount paid to that teacher.

6. Middle School Teachers

- a. In the case of a middle school classroom teacher, time shall be designated for preparation and shall not be less than three (3) class periods per week with a minimum of one hundred sixty-five (165) minutes per week average through the school year, or a proportion of that time equal to the proportion of the teacher's Full-Time Equivalent assignment.
- b. Where no preparation time is scheduled for a part-time middle school teacher as part of the normal assignment, that teacher's salary shall be increased by 12.5% of the gross amount paid to that teacher.

7. Secondary Teachers

- a. In the case of a secondary classroom teacher, time shall be designated for preparation and shall not be less than three (3) class periods per week with a minimum of one hundred sixty-five (165) minutes per week averaged through the school year, or the proportion of that time equal to the proportion of the Teacher's Full-Time Equivalent assignment.
- b. Where no preparation time is scheduled for a part-time secondary teacher as part of the normal assignment, that teacher's salary shall be increased by 12.5% of the gross amount paid to that teacher.

8. Supplementary Preparation Time

- a. The Board shall budget the sum of \$241,314 per annum to provide supplementary preparation time for elementary teachers. This sum shall be increased annually by the same percentage as the salary schedule as follows:

July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
\$ 247,347	\$ 253,531	\$ 267,474	\$ 274,162	\$ 279,645

- b. The fund will be reduced pro-rata for the number of grade 7 teachers at middle schools. The calculation of grade 7 teachers will be the number of students in grade 7 as at September 30 divided by 26 to arrive at the FTE teachers.
- c. The fund shall be allocated on a per teacher basis among elementary schools. For purposes of allocating supplemental preparation days, calculating the amount of each school fund, the following full-time equivalent positions shall be included in the calculation:
 - regular classroom teachers
 - teacher-librarians
 - learning assistance teachers
 - special education teachers
- d. The application of this fund shall be determined by individual school staff committees.

- e. Plans for the application of this fund shall be submitted to the Superintendent for approval by September 30th of each school year.

ARTICLE D.5 MIDDLE SCHOOLS

PCA Article D.5.1 through D.5.5 do not apply in School District No. 72 (Campbell River). See Articles D.4 Preparation Time and D.13 Duration of School Day, and Provincial Letter of Intent No. 1.

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

ARTICLE D.12 REGULAR WORK YEAR

- 1. The annual salary established for employees covered by this Agreement shall be payable in respect of the employee's regular work year, which shall not exceed:
 - a. one hundred ninety (190) days in session per school year; and
 - b. five (5) non-instructional days of which:
 - i. four (4) non-instructional days shall be used for teacher professional development activities; and
 - ii. one (1) non-instructional day shall be allocated for the purpose of parent-teacher meetings and/or other administrative activities.
- 2. The schedule of non-instructional days shall be developed by the Superintendent in consultation with the Professional Development Committee established in accordance with Article F.12 of this Agreement.
- 3. Any work performed by employees covered by this Agreement beyond the teacher's regular work year shall be voluntary.
- 4. **Secondary School Counsellors**

Notwithstanding the provisions of Article D.12 of this Agreement, the Board and the Association recognize that secondary school counsellors may be required to work during the two-week period prior to school opening and during the week after the June closure. Where counsellors are required by the Board to work outside the regular school year, and where they agree, they shall be granted time off in lieu of salary. This time off shall be arranged and agreed to by the counsellor(s) and the school's Administrative Officer.

ARTICLE D.13 DURATION OF SCHOOL DAY

1. An elementary teacher shall not be required to offer instruction beyond an interval of six (6) hours, inclusive of:
 - a. instructional time not to exceed five (5) hours, inclusive of fifteen (15) minutes of recess;
 - b. a regular noon intermission;
 - c. preparation time in accordance with Article D.4 of this Agreement.
2. A Middle School teacher shall not be required to offer instruction beyond an interval of six (6) hours and thirty (30) minutes, inclusive of:
 - a. instructional time not to exceed five (5) hours and thirty (30) minutes, inclusive of homeroom and time for students to change classrooms;
 - b. a regular noon intermission;
 - c. preparation time in accordance with Article D.4 of this Agreement
3. A secondary teacher shall not be required to offer instruction beyond an interval of six (6) hours and thirty (30) minutes, inclusive of:
 - a. instructional time not to exceed five (5) hours and thirty (30) minutes, inclusive of homeroom and time for students to change classrooms;
 - b. a regular noon intermission;
 - c. preparation time in accordance with Article D.4 ~~D-1~~ of this Agreement.
4. Whenever possible, part-time assignments in schools shall be scheduled in consecutive teaching blocks.
5. This Article D.13 shall not apply to Surge Narrows Elementary School.

ARTICLE D.14 PROVINCIAL RESOURCE PROGRAMS

1. Articles D.12 and D.13 of this Agreement shall not apply to Provincial Resource Programs and any other facility or school where the Board and the Association agree. This agreement shall not be unreasonably denied.
2. Teaching staff at Provincial Resource Programs shall take vacation time and statutory holidays at the equivalent rate of a teacher at a regular ten month school. Vacation scheduling shall be coordinated and approved by the Board official responsible for Provincial Resource Programs.

ARTICLE D.15 SUPERVISION

1. Each teacher shall have the right to at least thirty (30) minutes of uninterrupted and duty-free lunch. However, by a majority vote of the staff, this may be modified.

2. Lunch Period Supervision - Elementary Schools

- a. The Board shall provide sufficient funds to enable the following elementary schools to provide teachers with lunch period free of supervision:

Cortes Island Elementary Junior Secondary School
Ecole des Deux Mondes
Discovery Passage Elementary School
Quadra Elementary School
Ocean Grove Elementary School
Oyster River Elementary School
Sayward Elementary Junior Secondary School
Surge Narrows Elementary School
Willow Point Elementary School
Cedar Elementary School

- b. In each of these elementary schools, teachers shall be assigned, on a rotating basis, the responsibility of supervising those personnel employed to supervise students during the lunch period. In each of these elementary schools, the staff committee shall determine the nature of supervision appropriate to that school.
- c. Whenever practicable, the Board shall attempt to assign personnel currently in the employ of the Board as lunch period supervisors of students.
- d. Teachers at the schools referred to in Article D.15.2.a of this Agreement shall not be required to perform regularly assigned supervision duties of more than seventy-five (75) minutes per week before the regular school day or after the regular school day. Those teachers who voluntarily agree to perform supervision duties during the noon lunch period shall have the above seventy-five (75) minutes per week reduced accordingly.
- e. Teachers at all schools not referred to in Article D.15.2.a of this Agreement shall not be required to perform regularly assigned supervision duties of more than seventy-five (75) minutes per week during the noon lunch period, before the regular school day and after the regular school day.

ARTICLE D.16 EXTRA-CURRICULAR ACTIVITES

1. Teachers recognize and support extra-curricular activities as an integral part of the school program.
2. In this Agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school district.

3. The Board and the Association consider it desirable that teachers participate in extra-curricular activities. The Board shall encourage the involvement of teachers in extra-curricular activities on a voluntary basis.

ARTICLE D.17 STAFF MEETINGS

1. Teachers shall attend staff meetings unless excused by their Administrative Officer.
 - a. The Administrative Officer shall give seven (7) days' notice of a staff meeting. Where such notice is not given, teachers shall make every possible effort to attend the meeting.
 - b. An agenda of items shall be given to teachers at least one day prior to any staff meeting.
 - c. Teachers and Administrative Officers shall have the right to place items on the agenda to be considered at the meeting.
2. Staff meetings shall be held on school days as defined by this Agreement. Such meetings shall not be scheduled:
 - a. to commence more than one hour prior to the beginning of classes nor to conclude later than two hours after the dismissal of students; nor
 - b. on weekends or holidays.
3. Teachers shall make every possible effort to attend staff meetings that extend beyond the time frame set out in Article D.17.2 of this Agreement.
4. There shall be a maximum of two staff meetings a month, except in emergent situations, in which case the meeting shall be limited to the emergent item.

ARTICLE D.18 HEALTH AND SAFETY

1. There shall be an Industrial Health and Safety Committee established by the Board which shall include representative(s) from the Association. The operation, function and responsibilities of the Health and Safety Committee shall be consistent with the guidelines and regulations established pursuant to the Workers' Compensation Act.
2. Classes shall be conducted in clean, well-maintained facilities, with appropriate lighting, heating and ventilation. Teachers should bring forward issues of health and safety first to the school Administrative Officer, and then to the Industrial Health and Safety Committee, before approaching an outside regulatory agency.
3. The number of students in a laboratory, shop or other specialized classroom, when used for its designed purpose, shall, whenever practicable, not exceed the number for which the facilities are equipped.

4. School Administrative Officers shall be notified of major maintenance work that may disquiet the proceedings of a class (power tools, hammering, gluing, laminates, etc.) no later than noon the day preceding commencement of that work, except in cases of emergencies, where such notice is impractical. The Administrative Officer, in consultation with the teacher, shall schedule alternate arrangements if necessary.
5. Maintenance personnel shall be asked to introduce themselves at the school office before starting any work.
6. Whenever practicable and where space permits, every school shall provide facilities for itinerant staff and associated professionals which are quiet, private, and meet the requirement of Article D.18.2 of this Agreement.
7. The Board shall provide each worksite with a copy of the Occupational Health and Safety Regulation of the *Workers Compensation Act*.
8. Sections 3.12 and 3.13 of the Occupational Health and Safety Regulation are considered to be part of this Agreement.
9. The Board shall ensure that schools establish systems for administering medication and other medical procedures as outlined in Inter-Ministerial Protocols.
10. **Workplace Hazardous Materials Information System**
 - a. The Board shall ensure that the Workplace Hazardous Materials Information System (WHMIS) is implemented in all school sites and workplaces in the district.
 - b. The Board shall provide an education program annually to make sure that all employees understand the WHMIS labels and the Material Safety Data Sheets (MSDS), and they are instructed in precautionary measures concerning specific materials.

SECTION E PERSONNEL PRACTICES

ARTICLE E.1 NON-SEXIST ENVIRONMENT

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

ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT

1. General

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

2. Definitions

- a. For the purpose of this article harassment shall be defined as including:
 - i. sexual harassment; or
 - ii. any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or

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

3. Resolution Procedure

- a. Step 1
- i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express his/her feelings about the situation.
 - ii. Before proceeding to Step 2, the complainant may approach his/her administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to E.2.5 Informal Resolution Outcomes
- b. Step 2
- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.

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

4. Remedies

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

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

5. Informal Resolution Outcomes

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

6. Training

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

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

- b. The awareness program shall include but not be limited to:

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

ARTICLE E.13 JOB POSTING

1. Vacancies for temporary and continuing positions which exist after the implementation of all teacher transfers in accordance with Article E.14 of this Agreement shall be posted in the Superintendent's Bulletin and in the School Board Office. All such vacancies which arise after June 30th of each year shall be advertised in the local newspapers during the months of July and August. Nothing in this Article shall be construed as preventing or prohibiting the Board from filling any vacancies arising after June 30th from any source.
2. Where the qualifications and suitability of a teacher for a vacant position are equal, the priority for filling the vacancy shall be as follows:
 - a. teachers returning from leaves of absence;
 - b. teachers either holding or eligible for current B.C. teaching certificates
3. **Qualifications and Suitability**
 - a. In this Article "qualifications and suitability" shall consider the following:
 - i. certification;
 - ii. recent experience in a similar assignment;
 - iii. academic preparation - suitability of major and minor subject fields, program concentrations and subsequent training;
 - iv. quality of service as reflected in reports from Administrative Officers and the Superintendent (or designate);
 - v. past performance judged from contacts made with the referees named by the applicant, one of which should include the applicant's last supervisor;

- vi. service in the school district.

4. Staffing Qualifications of Specialist Positions

- a. The Board and the Association recognize that:
 - i. skills, knowledge and ability shall be the primary criteria for the assignment of teachers to specialist positions;
 - ii. in counselling, as in many other specialized areas, the accepted standard of training is often at the Masters Degree level.

ARTICLE E.14 TEACHER TRANSFERS

1. General Principles

- a. It is recognized that teachers be encouraged to seek professional growth through changes of assignment. Teachers, in consultation with principals, are encouraged to seek occasional changes in teaching assignment.
- b. Teachers may be transferred by the Board in order to:
 - i. accommodate a teacher requesting a change of assignment;
 - ii. accommodate a teacher returning from leave;
 - iii. staff a new school or program;
 - iv. relocate staff due to enrolment changes;
 - v. improve a teacher's effectiveness, based on sound educational reasons, or by mutual consent.
- c. Teachers shall be considered for vacancies according to the following priorities:
 - i. Surplus staff.
 - ii. Teachers on leave-of-absence.
 - iii. Teachers from outlying schools. Teachers with the longest service in the outlying schools shall be given priority.
 - iv. Board-initiated transfers.
 - v. Teacher-initiated transfers.

2. Board-Initiated Transfers

- a. The Board shall not transfer a teacher for arbitrary or punitive reasons.

- b. Teachers who are under consideration for Board initiated transfer shall be notified in writing by April 30th, whenever practicable.
- c. When Board initiated transfers become necessary, the Superintendent shall review the new teaching assignment and the reasons for the transfer with the teacher. If additional training is required, a recommendation shall be prepared for the Board, outlining details of any proposal for financial assistance.
- d. Where the Board initiates a transfer, the teacher's qualifications, as defined in Article E.13.3 of this Agreement, shall determine the teacher's transfer. The teacher has the right to be informed, in writing, within seven (7) days of a written request, the reasons for the transfer
- e. Any grievance concerning a transfer initiated by the Board shall be referred directly to Step 3 of Article A.6 of this Agreement.
- f. Where declining grade and/or class enrollments would result in a teacher being declared surplus to the school, a teacher shall be offered, whenever practicable, another position within the school for which the teacher is qualified, as defined in Article E.13.3 of this Agreement. This position need not be posted. Unless a more senior teacher in the affected instructional area/level volunteers to be declared surplus, the teacher who is offered a change in position shall be the least senior teacher in that instructional area/level. Seniority is based on seniority in the district in accordance with Article C.3.2 of this Agreement.

The teacher declared surplus shall have the right to transfer in accordance with Article E.14.1.c of this Agreement to a position for which the teacher is qualified as defined in Article E.13.3 of this Agreement.

- g. If a new or existing position at the appropriate instructional area/level becomes vacant before August 15th in a school where a teacher was declared surplus in the preceding 6 months pursuant to Article E.14.2.F of this Agreement, that teacher shall have the option of filling the position.
- h. If a new or existing position at the appropriate instructional area/level becomes vacant after August 15th in the school where a teacher was declared surplus in the preceding six (6) months pursuant to Article E.14.2.f of this Agreement, that teacher shall have the option of filling the position at the beginning of the subsequent school year. The position shall be posted and filled on an interim basis as a temporary assignment.

3. Teacher-Initiated Transfers

- a. The Board shall acknowledge, in writing, all requests by teachers for transfer.
- b. Teacher qualifications, as defined in Article E.13.3 of this Agreement, shall determine the order of placement.
- c. Teacher initiated requests for transfer shall be submitted in writing to the Superintendent by March 31st of each year.

- d. Before making a request for a transfer, or before accepting a new assignment, teachers shall make every reasonable effort to determine and to be responsive to the needs of their current and target workplaces.

4. Other

- a. The transfer of teachers as a result of resignations, early retirements, or other unforeseen causes shall be completed as expeditiously as possible.

As many transfers as possible shall be finalized prior to May 30th of the preceding school year. Teachers shall be notified in writing.

ARTICLE E.15 POSITIONS AND ASSIGNMENTS

1. Teaching Assignments

- a. Except for sound educational reasons, a teacher's qualifications, as defined in Article E.13.3 of this Agreement, shall determine the teacher's assignment. The teacher has the right to be informed in writing within seven (7) days of a written request the reasons for any reassignment.
- b. Every effort shall be made by the school principal to inform teachers of their assignments for the next school year prior to June 15th of the preceding school year.

2. Teacher-in-Charge

- a. An Administrative Officer may appoint a teacher-in-charge as and when required. This appointment shall be made and communicated to the teacher-in-charge at least one (1) teaching day prior to the Administrative Officer's absence. The teacher has the right to refuse to act as teacher-in-charge except in an emergency and then only for the duration of the emergency. Job action shall not constitute an emergency.
- b. The teacher-in-charge, when requested to act, shall attend to ensuring that routine supervision adequate to secure the safety of students and security of the school is maintained, and shall deal with emergent matters as they may arise, with required assistance from the Board Office. Routine attendance recording and information reporting to the Board shall be maintained. However, except as otherwise agreed to between the teacher-in-charge and the Administrative Officer, the teacher-in-charge shall not be responsible for other ongoing administrative or managerial duties, and specifically shall not have such responsibilities in relation to other teachers or parents.
- c. The teacher-in-charge shall not be required to assume the duties specified in Article E.15.2.b of this Agreement for more than five (5) consecutive days.
- d. Absences of Administrative Officers for more than five (5) consecutive days shall be filled by an acting appointment to the vacant position.

- e. Where a teacher-in-charge is appointed and in the opinion of the teacher a teacher-on-call is required, such request shall be made first to the principal, and if refused, to the Superintendent. This request shall not be unreasonably denied.
- f. While acting as teacher-in-charge, the teacher is covered by all terms and conditions of this Agreement.

ARTICLE E.16 EVALUATION

1. Evaluation Process

- a. The purpose of supervision and evaluation is to promote and reinforce good instruction. Supervision and evaluation are on-going processes. Regular evaluation of performance is the right of every teacher.
- b. Evaluation pursuant to Article E.16 of this Agreement is a formal process in which a teacher's performance is assessed using the set of predetermined criteria as set out in Article E.16.2 of this Agreement.
- c. Criteria shall only be applied which relate to aspects of the learning situation over which the teacher has responsibility or control.
- d. The evaluation report may contain introductory comments regarding the teacher's experience, training and present assignment.
- e. Reports shall reflect any discrepancy between the teacher's assignment, professional training and preferences of teaching subjects and grades/age groups.
- f. The content of the teacher's report shall be based upon personal observations as well as an assessment of the teacher's performance in relation to the criteria contained in Article E.16.2 of this Agreement.
- g. The first and second reports referred to in Articles C.13.1 and E.16 of this Agreement shall be prepared by different evaluators, one of whom shall be the Superintendent or designate (other than an Administrative Officer from the teacher's school). The report shall be written independently by the evaluator.
- h. All reports on the work of a teacher shall be in writing.
- i. The conclusion of a report shall consist of a summative statement stemming from the criteria identified in Article E.16.2 this Agreement, and if the teacher's performance is less than satisfactory, it shall be so indicated. The evaluator may make recommendations for future growth.
- j. Involvement or non-involvement in voluntary activities or matters not directly related to teaching duties are outside the scope of evaluating and reporting on the work of a teacher. A teacher may request a statement about these voluntary activities and matters not related to teaching duties, which shall be attached to the report.

- k. An evaluation of a teacher shall be conducted no more than once every five years unless authorized in writing by the Superintendent, or when a teacher requests an evaluation.
- l. When an evaluation is undertaken for the purposes of a report on a teacher, the following shall apply:
 - i. Without restricting the discretionary power of the Superintendent under the *School Act, R.S.B.C. 1996, c.412 with amendment and Regulations* to initiate an evaluation report, the teacher shall be notified within the first month of the school year, or within the first month of employment if hired during the school year, that an evaluation is to be conducted on her/him;
 - ii. Visits for the purpose of evaluation shall take place between October 1st and May 31st of each year, unless otherwise agreed between the teacher and the evaluator;
 - iii. The teacher shall be notified, at least one week in advance of the meeting referred to in Article E.16.1.I.v.(b) of this Agreement, that an evaluation is to be conducted leading to a first report referred to in Article E.16 of this Agreement;
 - iv. Suggestions for continued professional improvement and growth may be made at any time during the evaluation process;
 - v. The evaluator shall discuss with the teacher the process and the expected timeline by which the evaluation shall take place and the expected time for the issuance of the report, and which shall include:
 - 1. one week's notice prior to the initial classroom visit;
 - 2. a pre-observation conference;
 - 3. a series of not less than three nor more than eight observations, which shall not exceed a total of eight hours of observation time. A minimum of two observations shall be selected by the teacher. Where more than five observations are required, one-third of the observations shall be selected by the teacher. None of the observations shall be at inappropriate or abnormal times;
 - 4. a conference following the series of observations, which may include the design of a plan of remediation of reasonable duration based on specific concerns of the evaluator. This plan shall be developed in consultation with the teacher.
 - vi. A follow-up phase, which shall include an observation or assessment, shall take place after the remediation plan referred to in Article E.16.1.I.v . of this Agreement has been undertaken in order to assess the teacher's effectiveness with regard to the specific concerns. The evaluator shall review the observations or assessment with the teacher concerned.

- vii. The teacher shall be given a draft copy of a report at least 48 hours prior to the preparation of the final copy. The evaluator shall communicate with and given an opportunity to meet with the teacher to discuss the draft report prior to preparation of the final copy.
- viii. A final report shall be issued no later than May 31st for full-time continuing teachers. In all other cases, the final report shall be issued no later than two weeks prior to the end of the teacher's current assignment.
- ix. Concerns not addressed earlier in the evaluation process shall not appear in the final report.
- x. The teacher may submit written commentary on his/her written report, and this commentary shall be attached to and filed with all copies of the report.
- xi. It is recognized that the teacher, when suggested by the evaluator and approved by the Superintendent, or requested by the teacher, shall be provided with a remediation plan designed to assist the teacher in attaining a satisfactory level of performance with regard to the concerns of the final report. This plan, and a reasonable time span for the remediation process, shall be developed in consultation with the teacher.
- xii. Based on the specific concerns of the first report and after the timeline of the plan of remediation has transpired, a second report shall be written in accordance with all of Article E.16 of this Agreement.
- xiii. If the second report referred to in Article E.16.1.l.xii. of this Agreement indicates a less than satisfactory level of performance, a third report shall be written in accordance with Article E.16.1.l.iii,iv,v,vi,vii,viii and ix of this Agreement.

2. Teacher Evaluation Criteria

- a. Where any of the criteria/processes for the purpose of evaluation are not appropriate due to the nature of the teacher's assignment (i.e. non-classroom assignment), the evaluator shall discuss with the teacher the criteria/processes which shall be followed. Such criteria/processes shall be consistent with those set out in this agreement.
- b. The following shall be the reference criteria used in preparing an evaluation report pursuant to Article E.16.1 of this Agreement.
 - i. Knowledge of Subject Matter and Child Development
 - 1. The teacher demonstrates knowledge of the subject matter being taught.
 - 2. The teacher utilizes knowledge of appropriate developments and trends in the subject area being taught and in child development.

3. The teacher endeavours to keep his/her knowledge current and his/her teaching techniques effective for the teaching areas and children he/she is assigned.
4. The teacher keeps knowledge current and incorporates current educational research into practice.

ii. Preparation and Planning

The teacher's:

1. planning reflects learning objectives;
2. planning should reflect consideration of class characteristics with provision being made for individual differences;
3. planning should allow for flexibility in instruction;
4. planning reflects knowledge of student's previous learning.
5. planning will show evidence of an appropriate evaluation process.

The teacher also:

6. utilizes appropriate materials and personal resources;
7. provides plans and clear directions for teachers-on-call.

iii. Instructional Skills

The teacher:

1. targets instructions to appropriate level of understanding;
2. where appropriate, instructs to clearly defined goals and objectives;
3. demonstrates clarity of presentation;
4. monitors learning;
5. defines and provides for individual student differences;
6. defines student expectations clearly;
7. provides for closure or transition;
8. utilizes a variety of instruction techniques;
9. utilizes a variety of questioning techniques;
10. creates assignments which utilize, reinforce, or expand upon the content of the lesson;
11. promotes group and/or individual thinking skills;
12. is available to students as a resource person.

iv. The criteria in Article E.16.2.b.iii of this Agreement shall encompass general instructional skills and shall, as well, be applied in the context of the presentation of a lesson.

v. Professional Management and Relationships

1. develops positive rapport with students;
2. encourages students to assume responsibility for their own actions, to practice self-discipline, and to develop a positive self-concept;
3. promotes positive relationships with and among students;
4. demonstrates consistency, respect and fairness in dealing with students;
5. establishes consistent routines and clear expectations for student conduct appropriate to the activity;
6. maintains an orderly environment and is well organized for lesson presentation;
7. actively encourages student on-task behaviour;
8. encourages students to achieve to their fullest potential;
9. maintains individually and cooperatively a high standard of professional conduct with pupils, colleagues and parents;
10. develops a positive classroom climate with curriculum based displays and samples of student work where appropriate;
11. speaks and acts towards pupils with respect and dignity and attempts to maintain a mutual respect between himself/herself and her/his students;
12. attends to conditions that may affect the health and safety of students.

vi. Assessment and Evaluation of Student Progress and Management of Record

1. clearly defines evaluation criteria for students;
2. assesses student progress on a regular basis;
3. where appropriate, evaluates student growth and achievement in line with objectives of identified planning;
4. maintains appropriate, accurate records of student achievement, attendance, and other necessary data, as required by school and/or ministry policies and procedures;
5. designs student assessment and interprets the results;
6. maintains a system of accountability for student progress and completion of assignments along with written records of student progress;
7. provides feedback on performance regularly to students and to parents;
8. establishes a variety of procedures for assessing students and communicates these procedures clearly to students, parents, administrators and other appropriate personnel;
9. respects the confidentiality of information concerning students;

10. utilizes the results of student performance assessments for future instruction.
3. It is recognized that the Superintendent or designate shall, except as limited by this Agreement, continue to exercise his/her normal discretion in supervising and advising teachers consistent with the *School Act and Regulations*.

ARTICLE E.17 PERSONNEL FILES

1. There shall be only one personnel file per teacher maintained at the School Board Office.
2. Any teacher's file kept at the school shall, on the teacher's departure from that school, be sent to the teacher's School Board Office file after the teacher has been given an opportunity to review the file, in accordance with Article E.17 of this Agreement.
3. After receiving a request from a teacher, the Superintendent (or designate), in respect of any School Board Office file, or the Administrative Officer, in respect of any school file, shall forthwith grant access to the teacher's file.
4. Personnel files, regardless of storage format, shall not be made available to any person except the Superintendent (or designate), the Secretary-Treasurer (or designate), the teacher or his/her Administrative Officer, except upon written request of the teacher, or as required by law.
5. Information in personnel files may be made available to the Board at the professional discretion of the Superintendent or by motion of the Board. The teacher shall receive written notice within seven (7) days when such action has taken place.
6. The Board agrees that only material which is factual and relevant to the employment of the teacher shall be maintained in personnel files. In the event that the appropriate Board official does not agree to the removal of specific material, the teacher may file a grievance pursuant to Article A.6 of this Agreement.
7. Any correspondence concerning grievances filed by a teacher or the Association, other than the final resolution of the grievance, (including an arbitration award, if rendered), shall not appear in the teacher's file, but will be filed elsewhere. The final disposition of policy grievances of a general nature filed by the Association or the Board, shall not be placed in teachers' personnel files.

ARTICLE E.18 NO DISCRIMINATION

1. The Board and the Association subscribe to the provisions and principles of the *Labour Relations* and the *Human Rights Code* of British Columbia, and without limiting the generality of the foregoing, the Board shall not discriminate against any employee.

ARTICLE E.19 RACE RELATIONS

1. The Board shall not condone and shall not tolerate any expression of racism. Any written allegation of racism within the school district shall be investigated by the Superintendent and the results reported to the Board and the Association.

ARTICLE E.20 DUE PROCESS

1. The Board and the Association accept constructive criticism of schools, teachers, and associated professionals when it is motivated by a sincere desire to improve the quality of the educational program. The Board places trust in its teachers and wishes to support their legitimate actions.

ARTICLE E.21 PARENTAL CONCERNS

1. The following procedures shall be followed to ensure that respectful attention is given to parental concerns, along with Board support for appropriate professional conduct and for the integrity of the educational program.
2. The Board and the Association agree that every reasonable effort shall be made by teachers and Administrative Officers to resolve parental concerns at the school level.
3. If resolution is not reached at the school level, parental concerns may be presented to the Superintendent or designate.
4. If resolution is not reached by the Superintendent or designate, parental concerns may be presented to the Board for resolution.

ARTICLE E.22 ASSISTANCE FOR FALSELY ACCUSED EMPLOYEE

1. Where a teacher has been accused of child abuse or sexual misconduct in the course of exercising his/her duties as an employee of the Board, and the Board concludes that there was no basis on which to take any action against the teacher arising from the alleged misconduct, the following shall apply:
 - a. the teacher shall be reinstated to the position held unless otherwise mutually agreed between the teacher and the Superintendent;
 - b. the teacher shall be compensated for all wages and benefits lost due to the allegations;
 - c. the teacher shall receive first priority for a transfer to any vacant position for which the teacher is qualified, in accordance with Article E.14 of this Agreement;
 - d. the teacher shall receive from the Board a written statement that the Board has concluded the matter, having found that there was no basis on which to take action against the teacher arising from the allegations (s);

- e. the teacher and the teacher's family shall be entitled to utilize the Employee Assistance Program and the teacher may apply for leave of absence, with pay, pursuant to Article G.20 of this Agreement.

ARTICLE E.23 SCHOOL ACT APPEALS

1. Where a student and/or parent/guardian files an appeal, under Section 11 of the *School Act* and Board Appeals Bylaw, of a decision of an employee covered by this Agreement or in connection with or affecting such an employee:
 - a. The Board shall request that the student and/or parent/guardian of the student meet first to discuss the appeal with the employee(s) and the employee(s)' supervisor;
 - b. The employee and the Association shall be notified of the appeal within twenty-four (24) hours and shall be entitled to receive all documents relating to the appeal;
 - c. The employee 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;
 - d. The employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
2. No decision or bylaw 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 provide by law.
3. The Board shall refuse to hear any appeal where the student and/or parent/guardian of the student has not attended a formal meeting called in connection with the appeal.
4. In the event that a decision of an employee may be altered, varied, or reversed, then the employee shall first be given the opportunity to make representations to the appropriate Board official before such a decision is confirmed.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.11 EDUCATIONAL CHANGE

1. Curriculum Implementation

The process of curriculum implementation utilized in the district shall be formulated by the Program Services Committee. A representative selected by the Association shall be given the opportunity to attend meeting(s) of the Program Services Committee where meeting(s) are convened to discuss the curriculum implementation model to be utilized in the district. If such a meeting(s) is convened during instructional time, the Association representative shall be granted release time without loss of pay.

2. The Program Services Committee's terms of reference with respect to curriculum implementation shall include but not be limited to:

- a. funding
- b. resources
- c. release time
- d. in-service

3. The process of curriculum implementation utilized in the school district shall provide for meaningful consultation with teachers elected at the worksite level for each program. The curriculum implementation model to be followed in any school year, which shall include required resources, shall be communicated to all teachers.

ARTICLE F.12 PROFESSIONAL DEVELOPMENT: FUNDING AND ADMINISTRATION

1. Professional Development

- a. The Board and the Association agree that all programs, courses, and funding which promote the Professional Development of teachers, staff development, the successful implementation of curricula and, therefore, a high standard of effectiveness in teaching, shall be covered by this Article.
- b. The Board and the Association agree that they shall cooperate to maintain or improve the skill, efficiency and ability of the teaching staff and the quality of educational services provided within the school district, subject to the provisions of this Agreement.

2. Funding

- a. The Board shall budget annually a fund for the purpose of promoting Professional Development of the teaching staff of the school district.
- b. The Board shall place an amount equal to 1% of the total gross salaries of employees covered by this Agreement in this fund.

- c. The Board shall also place into this fund an amount equal to 1/2 of 1% of the total gross salaries of Administrative Officers employed by the Board.

3. Administration of Programs and Funding

- a. The Professional Development fund, as established by the Board, shall be administered by the Superintendent in consultation with the district Staff Development Core Committee (hereinafter referred to as the "Core Committee").
- b. The Core Committee shall be comprised of:
 - the Superintendent (or designate)
 - a member of the Board
 - the Association's Professional Development Chairperson
 - two Administrative Officers appointed by the Campbell River Administrators' Association
 - six teachers elected to represent each area as follows:

Primary	(1)	Special Education	(1)
Intermediate	(1)	Provincial Specialist	
Secondary	(2)	Association groups	(1)
- c. The Core Committee shall elect one of its members to chair the committee.
- d. A quorum shall be a majority of the members of the Core Committee.
- e. The Superintendent, in consultation with the Core Committee, shall establish the model of Professional Development to be used in the school district. The district professional development model shall include (but will not be restricted to) the recognition of three levels of professional development:
 - Level 1 professional development activities shall be district-wide;
 - Level 2 professional development activities shall be school-wide;
 - Level 3 professional development activities shall be applicable to either the initiatives of small groups or to individual teachers.
- f. The Core Committee shall forward copies of the minutes of its meetings to the Board and Association.
- g. Subject to the approval of the Superintendent, a school's elected Professional Development Committee and the principal shall be responsible for:
 - i. submitting a Professional Development Plan for the school to the Core Committee; and
 - ii. expenditure of the Professional Development funds allocated to that school.
- h. In any given school year 100% of the unspent budgeted professional development funds shall be carried forward to the next school year.

- i. Each year, the new Core Committee shall begin its duties no later than May 31st in order to plan for the following year.

ARTICLE F.13 SCHOOL ACCREDITATION

1. The purpose of Primary/Intermediate school accreditation is to provide school staffs with an opportunity to develop, in cooperation with their local communities, the best possible school climate and programs to enhance student learning.
2. The Primary/Intermediate accreditation process shall occur only in those schools where the school staff decides after full explanation of the process by a 70% majority decision and secret ballot to undertake the accreditation. Such a vote shall occur once in a school year except as provided for in Article F.13.3 of this Agreement.)
3. If changes occur within a school which could affect the decision to proceed with an accreditation, the decision shall be reviewed by September 15th. Newly appointed staff members shall be involved in the review.
4. Individual participation on the self-assessment committee is voluntary.
5. Where the school self-assessment committee defines resources required in Year One beyond those provided for in the B.C. Primary-Intermediate Accreditation Guide, the committee may apply to the Superintendent or designate responsible for accreditation for the additional resources to a maximum of 33-1/3% of the Ministry Year One funding. Such resources shall not be unreasonably denied. Resources to be considered, but not limited to, are:
 - a. staff release time to carry out aspects of the accreditation process;
 - b. additional secretarial and research assistance, including translation and printing services, if necessary;
 - c. additional non-instructional time;
 - d. appropriate technology.
6. The school self-assessment committee and the Superintendent or designate responsible for accreditation shall consult on the membership of the external team proposed by the Manager, Primary-Intermediate Accreditation.
7. The school staff and the external team shall make every effort to agree on a finalized Plan for School Growth. If part(s) of the external team's written report are in conflict with the school staff's self-assessment and Plan for School Growth, the external team chairperson may return to re-assess and further discuss the external team report with the school staff.
8. The external team's written report shall only be provided to the school staff concerned, district staff and the Board, and the Ministry of Education.

9. When a finalized Plan for School Growth is agreed to by the school staff and submitted to the Program and Evaluation Branch, Ministry of Education, all forthcoming funds for implementation of the Plan shall be made available to the school. It is agreed that receiving accreditation funds will not adversely affect a school's application and access to other sources of funding such as but not limited to:
 - a. Professional development funds;
 - b. Implementation funds;
 - c. Interaction grants.
10. This Article F.13 shall be subject always to the provisions of the B.C. Primary-Intermediate Accreditation Guide and if there is any conflict between this Article and the B.C. Primary-Intermediate Accreditation Guide, the Guide shall take precedence.

ARTICLE F.14 PROFESSIONAL AUTONOMY

1. Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practice and consistent with Article E.16.2(Teacher Evaluation Criteria) of this Agreement, have the right to express ideas and use materials which are not in conflict with the course of study or locally approved courses.
2. Teachers recognize the privileged position they hold in the education of children. Personal, political, racial and religious biases shall be excluded from learning activities.

SECTION G LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE

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

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

[See Article G.11 Sick Leave, for sick leave use and accrual]

ARTICLE G.2 COMPASSIONATE CARE LEAVE

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

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

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

[See also Article G.16 Compassionate Leave for short term compassionate leaves of up to five days.]

ARTICLE G.11 SICK LEAVE

- 1. It is recognized that the purpose of sick leave is to provide sick leave benefits as set out in this Article to teachers who are unable to work due to injury or illness of the teacher.
- 2. Sick leave is earned at the rate of one and one-half (1-1/2) days for each month taught by the teacher in the service of the Board.
- 3. Part-time teachers shall accumulate sick leave in proportion to the percentage of time that they teach.
- 4. 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.
- 5. There is no maximum to the number of days of sick leave that may be accumulated.

6. Fifteen (15) days of sick leave shall be available to each teacher at the beginning of the school year. The amount paid to a teacher for sick leave advanced but not earned during a year shall be repaid by the teacher to the Board progressively throughout the school year pursuant to Article G.11.2 of this Agreement.
7. 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 school year.
8. Each teacher shall receive on or before October 1st an annual accounting of his/her accumulated sick leave.
9. 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. Should the teacher fail to meet this obligation, the Association shall be responsible.
10. The maximum number of sick leave days that may be utilized by a teacher in any school year shall not exceed 120 days.
11. After consultation between a teacher and the Superintendent, the teacher may be required to provide an acceptable medical certificate in relation to any absence due to illness.
12. Where a teacher is in receipt of Workers' Compensation and at the same time is entitled to sick leave, the Board shall fractionally increase the teacher's benefits to full pay and shall debit the teacher's sick leave credit with the same fraction of full days.
13.
 - a. If a teacher resigns or is laid off from the Board's employ and subsequently resumes a position as a teacher with the Board, the teacher shall have immediate credit upon resumption of a position with the Board of the balance of all sick leave remaining to the teacher's credit at the time of the teacher's resignation or layoff, except for unused sick leave that was previously ported from SD No. 72 to another district, pursuant to PCA Article G.1.
 - b. Pursuant to PCA Article G.1, an employee who is rehired to SD No. 72 is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in his/her previous school district.

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

ARTICLE G.12 MATERNITY LEAVE

1. Regular 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 (1996)*, or
 - ii. for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester or following the Spring Break.
 - iii. before and after the birth of her child.
2. Once a teacher's pregnancy is confirmed, she should inform her Principal so that matters associated with her leave can be discussed with the Superintendent.
3. Should a teacher's personal circumstances change, the teacher may request an early return from leave and may resume teaching as soon as a suitable and mutually acceptable position becomes available.

ARTICLE G.13 SUPPLEMENTAL EMPLOYMENT BENEFIT PLANS

1. Supplemental Employment Benefit Plan for Maternity

- a. The Board shall enter into a supplemental employment benefit plan registered with Employment Insurance for teachers on short-term maternity leave pursuant to Article G.12.1 of this Agreement. When the plan is approved and registered with Employment Insurance, the remainder of this Article G.12.2 shall become effective.
- b. When a pregnant employee is granted short-term maternity leave pursuant to Article G.12.1 of this Agreement, the employee shall be eligible for supplemental employment benefits, provided that:
 - i. the employee is eligible pursuant to the substitute plan registered with Employment Insurance; and
 - ii. the employee applies for Employment Insurance benefits for the short-term maternity leave; and
 - iii. the employee receives confirmation from Employment Insurance that she will receive Employment Insurance benefits for the period of the short-term maternity leave.
- c. For employees eligible for supplemental employment benefits in accordance with this Article, the benefits shall be as follows:

- i the Board shall pay the teacher 95% of her current salary for the first two (2) weeks of the leave; and
- ii provided that the employee receives Employment Insurance benefits, the Board shall pay the difference between 75% of her current salary and the amount of the Employment Insurance benefits for up to a further fifteen (15) weeks.

2. Supplemental Employment Benefit Plan for Adoptive Mothers

- a. The Board and the Association shall enter into a Supplementary Employment Benefits (SEB) Plan.
 - b. Benefits under this plan shall not be payable until the SEB Plan is registered with Employment Insurance (EI).
 - c. Benefits under the SEB Plan shall only be payable to adoptive mothers who have applied for EI parental benefits.
 - d. For employees eligible for supplemental employment benefits in accordance with this Article, the benefits shall be as follows:
 - i the Board shall pay the teacher 95% of her current salary for the first two (2) weeks of the leave; and
 - ii provided that the employee receives Employment Insurance benefits, the Board shall pay the difference between 75% of her current salary and the amount of the Employment Insurance benefits for up to a further ten (10) weeks.
3. For the purposes of Article G.13.1 and G.13.2 of this Agreement, it is the intent that an individual teacher is only eligible to apply for one (1) Supplemental Employment Benefit Plan per child.

ARTICLE G.14 PARENTAL/ADOPTIVE LEAVE

- 1. A teacher may apply for extended maternity/adoptive leave in accordance with Article G.14 (Parental/Adoptive Leave) of this Agreement.
- 2. A parental leave (inclusive of adoptive leave) shall be granted upon request:
 - a. as provided for in Part 6 of the Employment Standards Act (1996), or
 - b. for a stated period of time equal to or longer than the period in Article G.14.2.a of this Agreement, so that the return to duty will coincide with the earlier of the following term or semester, or the Spring Break.

3. In the case of adoption, paid leave shall be granted up to five (5) school days to either parent or both, if both are employees of the Board, for mandatory interviews or travel time to receive the child. All rights guaranteed under the Employment Standards Act shall apply.
4. On the birth of a child, or in the case of adoption or legal guardianship, either parent or both, if both are employed by the Board, shall be granted one (1) day leave with pay, subject to leave being taken within six (6) days of the release of that child to the parent(s)' care, and any further days with or without pay, subject to the approval of the Superintendent.
5. A teacher may request a leave of absence for parental/adoption purposes for up to two (2) school years and, depending on extenuating family circumstances, may be granted an additional year at the discretion of the Board on the condition that such leave end on June 30th.

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

ARTICLE G.15 JURY DUTY AND APPEARANCE IN LEGAL PROCEEDINGS

1. Leave of absence for jury duty, jury selection or when a teacher is subpoenaed as a witness in a criminal or civil proceeding shall be granted without loss of pay. Witness or jury duty fees when received shall be paid to the Board.
2. Where a teacher is required to attend court as a defendant or plaintiff, the teacher shall be granted leave of absence, with pay, but the teacher shall pay teacher-on-call costs for such purposes.
3. Where a teacher is required to attend court as a co-defendant with the Board, the teacher shall be granted leave of absence with pay for such purpose.

ARTICLE G.16 COMPASSIONATE LEAVE

1. Leave of absence for death or critical illness in the family, without any loss of pay, shall be granted, at the discretion of the Superintendent, for a maximum of five (5) school days, depending on the circumstances and the distance involved. For the purpose of Article G.16.1 of this Agreement, family shall be defined as being spouse, common-in-law spouse, child, parents, sister, brother, father-in-law, mother-in-law and grandparent.
2. Additional days of leave of absence may be granted, at the discretion of the Superintendent, with or without pay, when there is a critical illness or death in the teacher's immediate family which, for the purposes of Article G.16.2 of this Agreement, shall be defined as parents, spouse and children.

ARTICLE G.17 DISCRETIONARY LEAVE

The Superintendent shall grant a teacher leave with pay up to a maximum of two (2) days per school year, with costs of the teacher-on-call to be covered by the teacher, subject to the efficient operation of the school.

ARTICLE G.18 ELECTED OFFICE AND COMMUNITY SERVICE

1. The teacher shall be granted a discretionary leave of up to twenty (20) days without pay but with the continuation of benefits when, as a candidate, he/she is contesting a municipal, regional, provincial or federal election.
2. A long-term leave of absence shall be granted without pay or benefits on request to a teacher should he/she be elected as a result of such candidacy.
3. The Superintendent or designate shall grant leave of absence with costs of teacher-on-call to be covered by the teacher, upon written request, to those employees holding municipal, regional or school district offices to permit them to carry out the duties of their offices up to a maximum of ten (10) days per school year.

ARTICLE G.19 DEFERRED SALARY LEAVE PLAN

The Board agrees to continue its Deferred Salary Leave Plan policy for the duration of this Agreement, subject to any applicable federal or provincial legislation.

ARTICLE G.20 OTHER PERSONAL REASONS FOR LEAVE

1. **Competitions**
 - a. The Board shall approve leave of absence, with pay, for teachers and Associated Professionals who have been selected by appropriate governing bodies of the competition, as officials or competitors for legitimate competitions at the international or national level.
 - b. Leave granted under this provision shall be limited to three school days in any one school year with additional leave (with or without pay), at the discretion of the Superintendent.
2. **Other**
 - a. Leaves for other personal reasons shall be considered on an individual basis.

ARTICLE G.21 SHORT-TERM LEAVES OF ABSENCE

1. Short-term leave of absence shall mean a leave of absence for less than five (5) school months.
2. A request for leave of absence should be submitted in writing to the Principal of the school who shall forward it to the Superintendent.
3. Application forms should be filed at least three (3) weeks before the effective date of the leave. If circumstances do not permit this, application should be filed as soon as possible, but in any event, before the leave is taken.
4. A teacher requesting leave of absence shall be advised in writing of the disposition of the request, with a copy to the Principal.
5. Short-term leaves of absence for professional or Association purposes may be granted by the Superintendent on the following basis:
 - a. All leaves of absence must be requested in writing by the appropriate authority, such as:
 - i. Ministry of Education,
 - ii. Canadian Teachers' Federation; and
 - iii. Another school district.
 - b. Leave of absence for an individual shall be approved to a maximum of ten (10) days in any school year, except in the case of a person holding a B.C. Teachers' Federation executive position.
 - c. The organization requesting services shall be responsible for actual teacher-on-call and traveling expenses.
6. **Writing Examinations/Summer Courses**
 - a. Leave of absence to write approved examinations or leave of absence to attend convocation at which the teacher is to receive a degree shall be granted up to one (1) full day without loss of pay.
 - b. Leave of absence after June 15th shall be granted to teachers to take approved summer courses where attendance is required before June 30th. Length of leave and amount of payment of salary shall, in each case, be determined by the Board.
7. The total of number of days of leave of absence granted pursuant to Articles G.21.5, G.21.6 and A.18.2 of this Agreement shall not exceed fifteen (15) days in any school year, except in the case of a person holding a B.C. Teachers' Federation executive position.

8. Assignment After Short-Term Leave

- a. A teacher returning from short-term leave within a school year shall be re-assigned to the same position held prior to the leave.

ARTICLE G.22 LONG-TERM LEAVES OF ABSENCE

1. Long-term leave of absence shall be defined as leave of five (5) school months or more.
2. The commencement and termination of a long-term leave of absence shall be determined by the Superintendent in consultation with the teacher concerned.
3. Any long-term leave of absence granted pursuant to Article G.22 of this Agreement shall be with or without pay at the discretion of the Board.
4. Long-term leave of absence may be granted for professional reasons, which include:
 - a. attendance at a university;
 - b. Department of National Defense posting;
 - c. service with a post secondary institution;
 - d. secondment to the Ministry of Education.
5. The following conditions apply to the applications for and the granting of long-term leaves of absence:
 - a. The teacher has given at least five (5) years service to the Board or, in the event that a teacher has been granted long-term leave of absence, five (5) years of service has elapsed since the completion of the long-term leave that had been granted.
 - b. The number of persons given long-term leave of absence in any one (1) school year shall be at the discretion of the Board. However, normally no more than ten percent (10%) of the teaching staff may be given long-term leave of absence in any one (1) school year.
 - c. After the expiration of the period of leave of absence, the teacher granted long-term leave of absence shall be placed in an appropriate assignment, subject to Article E.13.3 of this Agreement.
 - d. Applications for long-term leave of absence which are requested for the commencement of a school year shall be submitted before March 15th of that year.
 - e. A teacher intending to return from long-term leave shall notify the Board no later than March 15th of that year of the intention to return from leave of absence.

- f. Teachers requesting long-term leaves of absence scheduled to commence at a time other than the beginning of the school year shall notify the Board of such a request at least five (5) months prior to the intended commencement of the leave.
- g. The deadline for a teacher to notify the Board of the teacher's intention to return from a leave at a time other than the beginning of a school year shall be at least five (5) months prior to the intended return of the teacher from the leave of absence.
- h. Proposed long-term leaves of absence extending into a second school year, shall be submitted to the Superintendent who shall present the request to the Board for its consideration.

Local Letters of Understanding

BETWEEN

**The British Columbia Teachers'
Federation**

AND

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

Note:

Local Letter of Understanding No. 1 Payroll Savings Plan is applicable for the 2006-2011 Collective Agreement.

Local Letter of Understanding No. 2 re Professional Development and Local Letter of Understanding No. 3 re Teacher on Call – Joint Working Committee are applicable for the 1992-1994 Collective Agreement.

LOCAL LETTER OF UNDERSTANDING NO. 1

BETWEEN

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

And

SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)

And

BRITISH COLUMBIA TEACHER'S FEDERATION ("BCTF")

And

CAMPBELL RIVER DISTRICT TEACHERS' ASSOCIATION ("CRDTA")

Re: Payroll Savings Plan

The parties agree that the following will be the Payroll Savings Plan for teachers in School District No. 72 (Campbell River).

- 1) The board will provide teachers the option of participating in a Payroll Savings Plan. To be eligible for the Payroll Savings Plan teachers shall:
 - a) Be on a continuing appointment, or a limited duration contract from September to June of a complete school year.
 - b) Notify the Board through its Payroll Department, in writing using the prescribed form, no later than September 10th that they wish to participate in the plan. For initial enrolment in ensuing years, notification must be received no later than 4:30 p.m. on the Friday following the first day of school in September.
 - c) Notify the Board through its Payroll Department, in writing by June 30th if they do not wish to continue in the Payroll Savings Plan the following year.
- 2) Those employees electing to participate in the Payroll Savings Plan shall receive their annual salary as follows:
 - a) For September to June:
 - i. Monthly Payroll Savings Plan contribution calculated as a percent of net pay, from each pay period. The Payroll Savings Plan contribution will be deposited into a separate account for each teacher participating in the plan in accordance with the Terms and Conditions of the Royal Bank of Canada's Trusteed Deposit Services Agreement.
 - ii. Mid-Month advance calculated as approximately 40% of the anticipated net pay for that month less the Payroll Savings Plan contribution described in (i) above.
 - iii. Month-end payment of the teacher's regular salary less the Payroll Savings Plan contribution described in (i) above.

- b) For July and August:
 - i. The amount held in each teacher's account with the Royal Bank of Canada's Trusteed Deposit Services, including all interest earned to June 30 will be paid by the Bank in four equal payments, to the employee's primary bank account on file in the Payroll Department records. The four equal payments will occur on July 15th and 31st, and August 15th and 31st. If any of these four days are non-banking days, the payment will be made on the last banking day preceding these dates.
 - ii. The interest earned in July and August will be retained by the Board to cover administrative costs.
- 3) Employees electing to participate in the Payroll Saving Plan may not withdraw or suspend deductions unless they have resigned from the District, been granted a leave of absence for the remainder of the school year or been terminated. Other withdrawals from the plan would be in accordance with 1(c).
- 4) The board will make teachers aware of the Payroll Savings Plan option when they sign their contract at the Central Administration office on the date of their hire.

THIS LETTER SHALL BE IN EFFECT FROM JULY 1, 2006 TO JUNE 30, 2011 AT WHICH TIME IT WILL EXPIRE UNLESS RENEWED BY MUTUAL AGREEMENT OF ALL PARTIES CONCERNED.

FOR THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)

FOR THE CAMPBELL RIVER DISTRICT TEACHERS' ASSOCIATION

FOR BRITISH COLUMBIA TEACHERS' FEDERATION

FOR B.C. PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

LOCAL LETTER OF UNDERSTANDING NO. 2

THIS LETTER OF UNDERSTANDING made and entered into this 23rd day of February, 1993.

BETWEEN:

**THE BOARD OF SCHOOL TRUSTEES
OF SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)**

(hereinafter referred to as the "Board")

AND:

THE CAMPBELL RIVER DISTRICT TEACHERS' ASSOCIATION

(hereinafter referred to as the "Association")

Professional Development

The Board and the Association agree that professional development shall be targeted as a key strategic direction for district improvement. It is further agreed that this direction shall be framed in such a way that Article 14.1. and the recommendations of the Final Report of the System Review shall receive careful consideration with a view to establishing their appropriateness for School District 72.

It is also agreed that the role of mentoring in new teacher induction be factored into this analysis.

SIGNED AT CAMPBELL RIVER B.C. THIS 23RD DAY OF FEBRUARY, 1993.

**FOR THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT
NO. 72 (CAMPBELL RIVER)**

"Harper Baikie"

"Murray Ruehlen"

FOR THE CAMPBELL RIVER DISTRICT TEACHERS' ASSOCIATION

"John Frishholz"

"Ned Alexander"

LOCAL LETTER OF UNDERSTANDING NO. 3

THIS LETTER OF UNDERSTANDING made and entered into this 23rd day of February, 1993.

BETWEEN:

**THE BOARD OF SCHOOL TRUSTEES
OF SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)**

(hereinafter referred to as the "Board")

AND:

THE CAMPBELL RIVER DISTRICT TEACHERS' ASSOCIATION

(hereinafter referred to as the "Association")

Teacher on Call – Joint Working Committee

IT IS AGREED THAT:

Within one month after the signing of this collective agreement, the Board and the Association agree to establish a joint working committee to discuss and explore the following with a view to making recommendations to the Board and the Association to incorporate language into the collective agreement:

- (a) evaluation of teachers-on-call;
- (b) the availability of teachers-on-call by specialty and general area;
- (c) duties of teachers-on-call;
- (d) teacher-on-call employment practices;
- (e) the feasibility of creating a district teacher-on-call position.

SIGNED AT CAMPBELL RIVER B.C. THIS 23RD DAY OF FEBRUARY, 1993.

**FOR THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT
NO. 72 (CAMPBELL RIVER)**

"Harper Baikie"

"Murray Ruehlen"

FOR THE CAMPBELL RIVER DISTRICT TEACHERS' ASSOCIATION

"John Frishholz"

"Ned Alexander"

Provincial Letters of Understanding

BETWEEN

**The British Columbia Teachers'
Federation**

AND

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

LETTER OF INTENT No. 1

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Formalization of Middle School Provisions

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 1

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

Re: Designation of Provincial and Local Matters

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

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

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

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

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

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

Appendix 1 PROVINCIAL MATTERS
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Appendix 1 – Provincial Matters

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 - 2.6 Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.
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- 4. Part-Time Teachers' Employment Rights
 - 1.45 *Job Sharing*
 - 1.74 *Appointment to District (Offer of), Posting & Filling Vacant Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
 - 1.82 *Part Time Teachers' Sick Leave and Benefits, Employment Rights - Part Time Teachers*
 - 1.83 *Long Services - Part Time Teaching Plan, Part Year Teachers*
- 5. Teacher on Call Hiring Practices
 - 1.95 *Availability of Substitute Teachers and Hiring Practices*
- 6. Seniority-Layoff-Recall-Severance Pay
 - 1.100 *Layoff, Termination, Re-Engagement, Severance, Seniority*
 - 3.24 *Seniority (not associated with termination/severance)*
- 7. Retraining
 - 1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Leave Retraining, Teaching Training, Upgrading - Board Directed*

Section D — Working Conditions

- 1. Hours of Work
 - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
- 2. Preparation Time

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

- 17. Services to Teachers
 - 1.107 *School Services to Teachers, Like Translation*
- 18. Inner City Schools
 - 2.9 *Use of Inner City School Funds*

Section E — Personnel Practices

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

11. Violence Prevention in Schools
 - 3.47 *Acts of Violence Against Teachers*
12. Criminal Record Checks
 - 1.111 *criminal record checks*
13. Resignation
 - 3.44 *Employee Terminating Employment*

Section F — Professional Rights

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

Section G — Leaves of Absence

1. Sick Leave
 - 1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
 - 2.7 *Medical Leave - Preauthorized Travel for Medical Services Leave*
2. Maternity and Parental Leave and S.U.B. Plan
 - 1.18 *Maternity Supplemental Unemployment*
 - 1.108 *Maternity Leave*
 - 1.109 *Parental Leave - Short Term*
3. Short Term Paternity Leave and Adoption Leave
 - 1.46 *Adoption Leave*
 - 1.60 *Paternity Leave*
4. Jury Duty and Appearances in Legal Proceedings
 - 1.56 *Jury Duty Leave, Witness*
5. Educational Leave

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

- 21. Leave for Exams
 - 1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading,- Board Directed*

- 22. Miscellaneous Leaves with cost
 - 1..58 *Other - Leave*
 - 1.106 *Committee - Detached Duty*

May 31, 1995 - Provincial

Appendix 2

LOCAL MATTERS

Appendix 2 – Local Matters

Housekeeping - Form

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

Section A — The Collective Bargaining Relationship

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

Section B — Salary and Economic Benefits

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

Section D — Working Conditions

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

Section E — Personnel Practices

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

Section F — Professional Rights

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

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

Section G — Leaves of Absence

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

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

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

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

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

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

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

"Alice McQuade"
President
BC Teachers' Federation

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

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

Professional Development

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

Professional Development:

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

For BCTF:
"R. Worley"

For BCPSEA:
"K. Halliday"

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

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

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

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

Dated this 7th of October, 1997.

British Columbia Teachers' Federation

British Columbia Public School Employers'
Association

"R. Worley"

"K. Halliday"

LETTER OF UNDERSTANDING NO. 2

Between:

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

And:

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

Re: Approved list of arbitrators for:

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

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

John Kinzie
Judi Korbin
Robert Pekeles

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

Dated: August 14, 2007

Originals signed by:

Irene Lanzinger
For the BCTF

Jacquie Griffiths
For the BCPSEA

LETTER OF UNDERSTANDING No. 3. a

Between

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

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

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

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

Not Applicable in School District No. 72 (Campbell River).

LETTER OF UNDERSTANDING No. 3.b

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

Not Applicable in School District No. 72 (Campbell River).

LETTER OF UNDERSTANDING No. 4

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

Re: Early Incentive Payment

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: One Time Payment to Teacher Inflation Adjustment Account

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 6

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

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

Original signed by:

Brian Kennelly
BCTF Co-Chief Negotiator

Jacquie Griffiths
BCPSEA Chief Negotiator

Suzie Mah
BCTF Co-Chief Negotiator

LETTER OF UNDERSTANDING No. 7

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Articles Housekeeping Committee

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 8

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Rehabilitation Committee

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Benefits Review Committee

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 11

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

Re: 2008 Salary Harmonization

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

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 12

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

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

Remote Recruitment & Retention Allowance:

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 13

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

Re: Fiscal Dividend

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

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

The Fund will be determined as follows:

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 14

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

Re: Article B.12 Category 5+ Transitional Provisions

Does not apply in School District No. 72 (Campbell River).

LETTER OF UNDERSTANDING No. 15

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

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

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

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

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

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

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

Original Signed by:

Jacquie Griffiths
BC Public Employers' Association

Jim Iker
BC Teachers' Federation

January 14, 2008

January 21, 2008

LETTER OF UNDERSTANDING No. 16

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

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Original Signed by:

Jacquie Griffiths
BC Public Employers' Association

March 12, 2008

Irene Lanzinger
BC Teachers' Federation

March 13, 2008