

PROVINCIAL COLLECTIVE AGREEMENT (PCA 3)

July 1, 2006 to June 30, 2011

BETWEEN:

**B.C. Public School Employers' Association
(BCPSEA)**

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

AND:

**British Columbia Teachers' Federation
(BCTF)**

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

In

School District No 73
(Kamloops/Thompson)

The Board of School Trustees of School District No. 73
(Kamloops/Thompson)
(The "Employer")

And

The Kamloops Thompson Teachers' Association/Union
(The Local)

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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 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.

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 PREAMBLE

The parties recognize that the purpose of the Local Matters Agreement is to promote and support in a fair, reasonable, and non-discriminatory manner, harmonious relations between School District No. 73 (Kamloops/Thompson), hereinafter called the Board and the Kamloops Thompson Teachers' Association, hereinafter called the Association.

ARTICLE A.19 COLLEGE OF TEACHERS

The Board recognizes the College as an affiliate of the Association and agrees to deduct and remit the annual fees to the College of Teachers.

ARTICLE A.20 PRESIDENT'S LEAVE TERM

1. A President of the Association who is elected to take office effective July 1, or his/her replacement, shall be released by the Board from teaching duties for 100 percent of the time. The Board shall continue to pay the President his/her salary and to provide benefits as specified in the agreement. The Association will reimburse the Board for such salary and benefits' costs upon receipt of a monthly statement.
2. For purposes of pension, experience, sick leave and seniority, the President shall be deemed to be in the full employ of the Board. The President shall inform the Board of the number of days or partial days, if any, that he/she was absent from presidential duties due to illness. Such days or partial days shall be deducted from the President's accumulated sick leave credits. Upon return to full teaching duties, the President shall be assigned to the same position in the same school.

ARTICLE A.21 LEAVE FOR ASSOCIATION BUSINESS

1. Provided thirty (30) days notice is received, full or part-time leave of absence shall be granted to an employee to serve as an elected official of the Association or of an affiliate of the Association. Such leave is to be granted with the understanding that while serving in such a position, the employee for the purposes of benefits, pension, sick leave, seniority, and experience shall be considered to be a full-time employee of the Board, and with the understanding that the Board will be fully reimbursed the

cost of all such provisions. On return to the district, the employee will be assigned to the same or a comparable position.

The employee shall inform the Board of the number of days or partial days that he/she was absent from his/her duties due to illness.

2. An employee will be granted a leave to serve on committees of the Association or of an affiliate of the Association or to attend meetings of the Association or its affiliates for the purpose of conducting business. Such leave will be limited to fifteen (15) days per school year wherever possible. In the event that the leave goes beyond fifteen (15) days per school year the same Teacher on Call will be engaged wherever possible. Such release time from duties shall be granted without loss of pay and shall be granted subject to the Board being reimbursed for the cost of a Teacher on Call as specified in Article B.2 for each day of leave.
3. On thirty (30) days' notice, an employee shall be granted one leave to accept a term appointment as an employee of the Association or its affiliates on the understanding that the term will not exceed four (4) years and that the employee will not be entitled to benefits, experience credit or sick leave provisions. The employee will retain all prior entitlements upon his/her return. On return to the district, the employee will be assigned to the same or comparable position.

ARTICLE A.22 NEGOTIATING TEAM LEAVE

Paid leave will be granted to each employee on the Teacher's Negotiating Committee to a maximum of four (4) members to meet with the Employer during negotiations. Subject to at least three (3) days' notice, additional days required by the committee will be granted, on the understanding that the Board will be reimbursed the Teacher on Call rate as specified in Article B.2 for each day of leave.

ARTICLE A.23 ARBITRATION LEAVE

If a currently employed teacher is required to attend a grievance or arbitration as a witness in a dispute involving School District No. 73, such time will be granted with no loss of pay.

ARTICLE A.24 SCHOOL STAFF REPRESENTATIVES

School staff representatives whose name(s) shall be provided to the Board by October 15th of each year shall:

1. advise their school administrator of the need to be relieved of regular duties in order to act as a staff representative. Such leave shall not be unreasonably denied. In schools where there is more than one staff representative, one representative will be designated as the chief staff representative for the purposes of communicating with administration;

2. when requested by another teacher on staff, be relieved of instructional duties without loss of pay to be present at a meeting between the Administrator the and the teacher;
3. be relieved of instructional duties without loss of pay to investigate or participate in a grievance or arbitration involving a teacher in the staff representative's work location. In the event that there is no staff representative available at a given work location, a member of the KTTA executive shall serve as a staff representative;
4. whenever possible, staff representatives will conduct their business outside of normal instructional hours.

ARTICLE A.25 RIGHT TO REPRESENTATION

1. A representative of the Association must be present at any meeting between an Association member and an Administrator if the meeting is for the purpose of officially warning, suspending, or terminating the Association member.
2. No teacher shall be denied the right to representation should he/she request it during a meeting with an Administrator.
3. In any event, no teacher shall be denied representation in any meeting with an Administrator, should they so request it.

ARTICLE A.26 EXCLUSION FROM THE BARGAINING UNIT

1. Any position that is currently included in the bargaining unit shall remain in the bargaining unit unless excluded by mutual agreement. New positions may be excluded from the bargaining unit with the mutual agreement of both parties.
2. Exclusions shall be determined on the basis that the primary functions of the positions involve responsibility for the supervision and evaluation of teachers.
3. The Board shall notify the Association of any new position that it wishes to exclude from the bargaining unit and provide the Association with a written job description of the position prior to posting.

ARTICLE A.27 SCHOOL SUPPORT WORKERS

Both parties agree that teachers have the primary responsibility for the teaching, designing programs, supervising, assessing and evaluating students and educational programs and that school support workers shall:

1. only be employed to assist teachers to carry out their professional duties and responsibilities;
2. be under the direction of the teacher(s) to whom they are assigned;
3. be under the general supervision of the Administrator;
4. not be used as alternatives for qualified professional personnel including classroom teachers, librarians, counsellors and Teachers on Call.

ARTICLE A.28 NO CONTRACTING OUT

All work normally performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit.

Except as agreed upon 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.

Nothing in this clause shall impede the Board's ability to assign teaching duties to Administrators.

ARTICLE A.29 MANAGEMENT RIGHTS

The Union recognizes the right and responsibility of the Board, subject to the provisions of this agreement or applicable legislation, to manage and operate the school district, and agrees that the employment, assignment, direction and determination of employment status of the work force is vested exclusively in the Board.

ARTICLE A.30 NO OTHER AGREEMENT

No employee shall be required or permitted to make any written or verbal agreement with the Board or his representative that conflicts with the terms of the Collective Agreement.

ARTICLE A.31 ACCESS TO FACILITIES

The Association will be permitted:

1. to use school facilities and equipment to transact Association business at no cost to the Board;
2. to post notice on Association bulletin boards in school staff rooms;

3. to have access to the district mail service.

ARTICLE A.32 ACCESS TO INFORMATION

The Board, upon request by the Association, agrees to furnish to the Association or its designated representative the following:

1. financial information including annual financial reports, audits and school district budgets as approved by the Board as public information. Other specific financial information requested if approved by the Board for release to the Association.
2. professional employee information including a list of employees, showing their names, addresses, phone numbers, grid placement, seniority and staff assignments;
3. notification of job postings, transfers, hirings, resignations, retirements, employee deaths, suspensions and terminations;
4. agendas and minutes of all public Board meetings and all attachments thereto at the time of distribution to the Board;
5. other information that can facilitate the grievance processes;
6. school budgets will be made available and posted in the school by September 30th of each year.

ARTICLE A.33 PICKET LINE PROTECTION

A teacher who refuses to cross a picket line legally established under the provisions of the Labour Relations Board shall be deducted one day's pay for each day absent, but the Board agrees that no disciplinary action shall be taken as a result of the teacher's decision. For the purpose of this article, a picket line will be considered legal until declared illegal by the Labour Relations Board.

ARTICLE A.34 SCHOOL STAFF COMMITTEE

Each school staff shall be entitled to develop a school Staff Committee for the purpose of fostering communication and collegiality amongst teachers and the school administration.

The purpose of this committee is to discuss matters of educational concern and to make recommendations that would rectify the concern(s) within the resources available. Concerns that cannot be rectified at the school level will be forwarded to the appropriate Assistant Superintendent for further consideration.

ARTICLE A.35 LABOUR DISPUTE

1. In the event of a strike or lockout this agreement shall terminate immediately. Should the parties be legislated back to work the terms of this agreement shall be reinstated.
2. During the period of a lockout or strike the Board shall continue all benefits, including the teacher's share of the costs where applicable. Such costs will be recovered from the KTTA. Other terms and conditions of the agreement shall be suspended during a strike or lockout but will continue in full force thereafter until a new agreement is implemented.
3. There shall be no strike or lockout during the term of this agreement.
4. The operation of Section 50(2) of the Labour Relations Code is specifically excluded from this agreement.

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:
 - h. Mileage/Auto
 - i. Per Diems
 - j. Housing
 - k. Pro D (unless formula-linked to the grid)
 - l. Clothing
 - m. Classroom Supplies
4. Teacher on Call daily rates shall be adjusted in accordance with Article B.1.1.

ARTICLE B.2 TEACHER ON CALL PAY AND BENEFITS

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.

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, whichever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day worked.

Local Provisions:

7. Certified Teachers on Call shall be paid semi-monthly, a daily rate based upon their experience and category placement of:

1/260^{ths} for the first three (3) days in an assignment or assignments, or pursuant to B.2.6 a, whichever is higher;

The teacher's daily rate as set out in B.2.6.b above for an assignment or assignments of four (4) or more consecutive days.

In addition to the daily rate, Teachers on Call shall receive three percent (3%) in lieu of benefits.

8. Non-certificated Teachers on Call (substitutes) shall be paid a daily rate:

a.	Effective July 1, 2006	\$107.89
b.	Effective July 1, 2007	\$110.59
c.	Effective July 1, 2008	\$113.36
d.	Effective July 1, 2009	\$116.19
e.	Effective July 1, 2010	\$118.52

9. a. Teachers on Call who are on scale and who are sick for two (2) days or less while in the assignment shall be entitled to return to said assignment without requalifying for scale placement.

b. In the event that a Teacher on Call's assignment is interrupted by the return of a teacher who subsequently is absent within two (2) working days, the Teacher on Call shall be reassigned if available, and the assignment shall proceed as if it had not been broken for scale qualification.

c. Teachers on Call whose assignment is interrupted by:

- i. legal strike or lockout;
- ii. absence for Union leave purposes;
- iii. or jury duty;

shall be offered the same assignment if available and the assignment shall proceed as if it had not been broken.

d. A Teacher on Call shall receive a minimum of one-half day's pay per call out.

e. For Teacher on Call pay purposes, a half day is determined by the beginning of the teacher's lunch break.

f. Teachers on Call, when a school based non-instructional day occurs:

- i. may participate in the non-instructional day with the Administrative Officer's approval;
- ii. shall not be required to requalify for scale placement as a result of school based non-instructional day.

g. Teachers on Call are paid based on time submitted on the time card.

10. Sick Leave

Teachers on Call who obtain a temporary contract as provided for in Article E.12 shall receive accrued sick leave entitlements from the first day in the uninterrupted assignment for future use. Sick leave use is only permitted while being paid on scale.

11. Specialized Teachers on Call

a. Home and Hospital Replacement

In the event that a Teacher on Call or substitute is replacing a home-hospital teacher, they shall be subject to the same hours of work as the teacher they are replacing.

b. High Valley Camp Replacement

In the event that a Teacher on Call or substitute is replacing a teacher at High Valley Camp, they shall be subject to the same hours of work as the teacher they are replacing and will receive a daily rate of 125 percent (125%) of their normal daily rate.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

(Not applicable in School District No. 73).

ARTICLE B.4 EI REBATE

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

ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN

1. In this Article:
 - a. “the BCTF Plan” means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
 - b. “alternative plan” means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
 - a. between September 1 and September 30 or December 15 and January 15 in any school year;
 - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days’ written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than

September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.

11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

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

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

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

ARTICLE B.9 PAY PERIODS

Article B.9 is not applicable in School District No. 73 (Kamloops/Thompson). See B.9.4 below

Local Provisions:

4. Teachers shall be paid annual salaries in twenty (20) equal semi-monthly installments, from September to June. Installments will be paid on the last teaching day prior to the 15th and the end of the month for the months of September through June inclusive.

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. Article B.10.4 is not applicable in School District No. 73 (Kamloops/Thompson).
5. Article B.10.5 is not applicable in School District No. 73 (Kamloops/Thompson).

Local Provisions:

6. a. Teacher on Call who live within the City of Kamloops and are assigned to one of the following locations (Barriere, Chase, Heffley Creek, Logan Lake, McGillivray Creek, Pinantan, Brennan Creek, Savona, Westwold) shall be paid \$25.00 return trip in lieu of mileage.
- b. This allowance would apply in other incidences as agreed between the Board and the Association i.e. Barriere to Brennan Creek, Chase to Westwold.

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 Benefits
 - a. The Board shall provide each employee with an application or enrolment form for participation in the medical, dental, extended health, and group life insurance benefit plans. In the event an employee does not wish to participate in any particular benefit plan where opting out is an option, the application or enrolment form must be so noted by the teacher and kept on file by the Board.
 - b. The Board shall advise each employee at the end of the first month of employment of those benefit plans available to employees, the cost of those plans, and those plans in which the employee is enrolled.
 - c. The Board shall assist employees in obtaining required benefits from the various benefit plans.
 - d. For the purpose of this agreement, a cohabitant is defined as a person with whom one resides and has a heterosexual or homosexual relationship.
 - e. The Board shall advise all teachers who are engaged in a less than half-time capacity, that they may enrol in and contribute to the Teachers' Pension Plan (or Municipal Superannuation Plan if the employee is not eligible for enrolment in the Teachers' Pension Plan). The Board shall ensure that the appropriate deductions are made and remitted to the Superannuation Commission.
 - f. New teachers to the district will be provided benefit coverages from the starting date of employment.
 - g. Benefit coverages shall be extended to the end of the next teaching month following resignation.
 - h. Employee benefit premiums as set out in this article will be maintained by the Board for teachers on the Salary Indemnity Plan for one (1) year after sick leave benefits were last claimed by the teacher if continued participation is permitted in the Plan.
3. Coverage
 - a. The benefits and premiums for the plans shall be jointly agreed upon by the parties to this agreement. The Board may change the carrier of any plan provided that prior consultation has occurred with the Association.
 - b. Part-time teachers shall be eligible to participate in all benefit plans with the Board sharing in premiums on a pro rated basis as a percentage of full-time assignment.

- c. Teachers on Call may participate in medical and extended health plans after thirty (30) days on the list with the Board. Teachers on Call must pay all premiums in advance.

4. Medical

The Board shall pay 100 percent (100%) of the premium cost for coverage under the Medical Services Plan of B.C.

5. Extended Health

The Board shall pay 100 percent (100%) of the premium cost of a mutually agreed upon extended health plan. The plan will include the following options:

- a. vision care (limit to be \$150 every two years);
- b. audio care;
- c. supplemental travel rider;
- d. medically prescribed orthotics (lifetime limits \$1,000).

6. Dental

The Board shall pay 75 percent (75%) of the premium cost of a mutually agreed upon dental care plan. The plan will include the following coverage:

- a. 100 percent (100%) of Plan "A" basic service;
- b. 60 percent (60%) of Plan "B", prosthetic appliance, crown and bridge;
- c. 50 percent (50%) of Plan "C", orthodontics, with a \$1,500 lifetime limit.

First year employees are subject to a \$1,000 total limit under Plans A, B and C. Duplicate coverage is not allowed. Employees whose duplicate coverage was terminated on September 30th, 1990 will be re-enrolled and allowed to continue duplicate coverage. This coverage will be retroactive to their date of termination from the plan.

7. Life Insurance

The Board shall pay 100 percent (100%) of the premium of the group life insurance plan for each full and part-time teacher that offers the following coverage:

Under age 35	-	3 times annual rate of earned income
35 to 44	-	2 1/2 times annual rate of earned income
45 to 54	-	2 times annual rate of earned income
55 and over	-	1 1/2 times annual rate of earned income

In each case, the amount is rounded to the next higher \$1,000 to a maximum amount of insurance not exceeding three hundred and fifty thousand dollars (\$350,000).

8. Employee Assistance

All employees shall participate in the mutually agreed upon Employee Assistance Program. Premiums will be paid equally between employee and Board with one (1) deduction being made from employees each September, or in the case of employees hired to the district after September 1st, from the first pay cheque received by the employee.

9. Optional Term Insurance

The Board shall administer the optional term insurance plan selected by the KTTA and deduct and remit premiums for those teachers participating in the plan.

10. Optional Accidental Death and Dismemberment

The Board shall administer the A.D.& D. plan selected by the KTTA and deduct and remit premiums for those teachers participating in the plan.

11. Self-funded Leave Plan

The Board shall administer a Deferred Salary Leave Plan for employees as provided for under the Income Tax Act.

Administration of the plan will be subject to current Income Tax Act regulations which require employees to return to the Board's employ.

Upon return, employees shall be assigned to the same position if it still exists. The Board and the Association agree to form a joint committee to review and update the current self-funded leave plan and to make recommendations as necessary.

12. Death Benefits

In the event of the death of a teacher who, at the time of death has been employed by the Board continuously for six months, the Board shall:

- a. pay one (1) month's salary to the widow or widower of the deceased, or to the estate if there is no widow or widower. This payment is in addition to any amount earned by the deceased up to the date on which he or she was last employed by the Board;
- b. in addition to the payment in Article.33.2a, the Board will also pay one additional month's salary for any employee who has been in the service of the Board for more than ten (10) years;
- c. the Board shall continue to provide the medical, extended health and dental benefits to the dependants of the deceased teacher for a period of three (3) months after the death of the teacher. The dependants shall be notified in writing of the terms of this provision.

13. Coverage – Leave of Absence

An employee may maintain benefit coverage while on leave by paying the applicable premiums provided the plan(s) permits such coverage when the teacher is:

- a. receiving benefits from the BCTF Salary Indemnity Plan;
- b. on statutory or extended maternity leave;
- c. on child care leave;
- d. on educational leave;
- e. receiving benefits directly from Workers' Compensation Board;
- f. laid off under Article C and retains rights of re-engagement;
- g. on any other leave agreed to by the Board and the Association where benefit continuation is agreed upon.

14. Optional Computer Purchase Plan

Two representatives of the Board and two representatives of the Association agree to meet annually to formulate a recommendation to the Board prior to May 15th for the purchase of computer equipment and software by teachers during the next school year.

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.22 INITIAL PLACEMENT

Except as otherwise provided in this agreement, the salary schedule(s) found in this agreement in Appendix A provides remuneration for all persons covered by this agreement according to their qualifications established in years of preparation and certification and their years of experience.

1. Placement on scale shall be determined in accordance with the category assigned by the Teacher Qualification Service and in accordance with years of experience as determined by Article B.23 of this agreement.
2. At the time of appointment, the Board shall advise the employee in writing, of the documentation required to establish initial scale placement. The requirement to advise the Board if any delay is expected in meeting the deadlines and the procedures for redesignation and appeal of any decision with respect to scale placement is the responsibility of the employee.
3. Each employee shall submit all documentation required by the Board to establish salary placement. Such documentation shall be submitted within six (6) months of commencement of employment or change in categorization or certification. The employee shall be responsible for advising the Board, in writing, if delays occur in obtaining the documentation which necessitate an extension of the time limits.

Necessary documentation shall be defined as either a letter from the Faculty of Education outlining the fulfilment of requirements, proof of a valid B.C. Teaching Certificate, confirmation of an application for T.Q.S. placement, or proof of application for certification in British Columbia. Final documentation must consist of valid T.Q.S. category placement as outlined in Article B.22.1.

4. The Board shall not refuse a request for extension of the time limits. The Board shall advise the employee in writing when any documentation has not been received and shall pursue the matter with the teacher.
5. The Board shall notify the employee, in writing, of the category and experience placement that has been assigned.
6. Upon receipt of documentation which establishes a salary category different from that in which the employee was initially placed, a salary adjustment shall be effective retroactive to the beginning of the school term in which application was made.

ARTICLE B.23 EXPERIENCE FOR INCREMENT PURPOSES

Provided an employee has not reached maximum salary in accordance with the salary schedule, increments shall be granted for experience gained as a teacher certified to teach in a public school.

Increments shall be applied on the first month following the month in which the teacher gains the equivalent of ten (10) months in full-time employment.

1. Ten (10) months of full-time experience as defined in Article B.23.2, B.23.3, and B23.4 shall constitute a year's experience for increment purposes.
2. Experience as a Teacher on Call gained with School District No. 73 (Kamloops/Thompson) shall be recognized:
 - a. after July 1st, 1987 for assignments paid on scale. Sixteen (16) days on scale shall constitute one (1) month's experience;
 - b. after July 1st, 1992 for each day worked. Each twenty (20) days of service shall constitute one (1) month's experience.
3. Employment while under a temporary contract may be combined to create experience:
 - a. after July 1st, 1985 with School District No. 73 (Kamloops/Thompson);
 - b. after July 1st, 1992 with another district. The Board will require verification of temporary employment from other district(s).
4. Periods of part-time teaching, substitute teaching and short-term appointments outlined above may be added together for accumulation of years of experience credit. For the purpose of the clause, 190 instructional days shall be equivalent to one (1) year's experience.
5. Teaching and related experience shall be credited for:
 - a. teaching in a school, which was government inspected and funded;
 - b. teaching in Provincial or Federal institutions when the service is deemed equivalent to that of a teacher in the public school system;
 - c. teaching service or educational administrative service with the Provincial Ministry of Education;
 - d. teaching service of a faculty of education recognized by the Ministry of Education for certification purposes;
 - e. paid sick leave, maternity leave, extended sick leave to the end of the school year in which sick leave benefits expired, or W.C.B.;

- f. seconded to the Ministry of Education, University or College, or service with a Canadian University, service overseas or the Canadian International Development Agency;
- g. unpaid educational leave.

ARTICLE B.24 BACKGROUND EXPERIENCE

An employee appointed to a position in Industrial Education, Home Economics, Commerce, Drama, Music or Art who has a background of training and experience outside of teaching that adds materially to his/her qualifications for the position considered, upon application will be paid according to the following criteria:

1. a teacher who has a certificate less than professional, will be paid under Category 4 plus 50% of his/her background experience, including experience while apprenticing, up to a maximum of five (5) steps;
2. teachers with a certificate less than professional appointed after January 1st, 1971, placed in a salary category in this manner, must reach the certification for which they are being paid within seven (7) years of date of hiring or revert to the salary category for which they hold a certificate;
3. A teacher who has a professional certificate will be paid under the category for which he/she qualifies recognizing all teaching experience, plus 50% of his/her background related experience, including experience while apprenticing. Background experience in the related field will be recognized to a maximum of five (5) years.

ARTICLE B.25 LETTER OF PERMIT (LP)/SPECIAL PLACEMENT

1. The Board will continue to hire qualified teachers. Effective July 1st, 1991 teachers hired under a Letter of Permission will be placed on the first step of Category 4.
2. Persons holding Letters of Permission, the First Nations Language Teaching Certificate of the Development Standard Certificate shall be placed on the first step of Category 4.
3. The Board shall notify the Association of the intent to apply for a Letter of Permission in the event a certified teacher is unavailable to fill a posted vacancy.
4. Teachers hired under a Letter of Permission must reach the certification for which they are being paid within seven (7) years of date of hiring. Until proper certification is obtained persons holding Letters of Permission shall be limited to four (4) years of experience credit.

ARTICLE B.26 PAYMENT OF SALARIES

1. Part Month Payment and Deductions

- a. The rate of deduction for a day without pay shall be 195th of the current salary of the teacher.
- b. The daily rate for a Teacher on Call shall be in accordance with the provisions of Article B.2.6.
- c. An employee shall be paid 1/10 of current annual salary in respect of each month (September - June) in which the teacher works all prescribed school days that month.
- d. For the purpose of calculating employee deductions, any prescribed day on which the employee is on authorized leave of absence shall be deemed to be a day of work and deductions (if any) which are authorized by the agreement (or statutes) in respect of such leave shall be made from the monthly salary.
- e. In the event that an employee commences work on a day other than the first prescribed school day of that month, the employee shall receive their normal salary pro-rated by the percentage of days worked out of that month. The formula for calculating this salary shall be as follows:

$$\frac{(1/10\text{th of annual salary}) \times (\text{days worked})}{(\text{total working days})}$$

2. Payment for Work Beyond the Regular Work Year

- a. An employee (except a summer school teacher) who is requested in writing by the Board to work beyond the prescribed school year shall be paid at the rate of 1/195ths of his/her annual salary entitlement for each day worked.
- b. The employee may elect to take compensatory time in lieu of salary. The scheduling of compensatory time shall be mutually agreed upon by the employee and the Administrative Officer. Time may be taken in full days or blocks of days.
- c. Work beyond the school year is voluntary.
- d. Secondary counsellors, district counsellors, district co-ordinators and district supervisors may be required to work in the week prior to school opening for up to three (3) days subject to the provisions of Article B.26.2.a, and B.26.2.b.
- e. If the work requested requires travel by the employee, they shall be reimbursed for travelling costs, accommodation, meals, and other expenses incurred based on Board policy. This does not include payment for travel to and from work.

ARTICLE B.27 ALLOWANCES FOR POSTS OF SPECIAL RESPONSIBILITY

1. The Board agrees to draw up job descriptions for all current and future posts of special responsibility. The Board agrees to consult and receive Association input in preparation of job descriptions. The Board and Association will negotiate allowances for posts of special responsibility.

Existing positions of special responsibility shall not be eliminated or changed without consultation with the Association.

2. All positions of special responsibility shall be voluntary.
3.
 - a. The positions of Secondary Co-ordinator and Teacher in Charge will be posted internally within individual work locations by May 30th. The school administration, after consultation with staff or school Staff Committee shall wherever possible, confirm appointments to the aforementioned posts prior to the end of the school term. Secondary Co-ordinators will be paid an allowance between the minimums and maximums in Article B.27.4 of this article as determined by the school administration with consultation and input from staff.
 - b. Teachers in Charge will be paid an allowance as per Article B.27.4.
 - c. Teachers in Charge shall not be required to provide more than one hundred and fifty (150) hours of principal relief time. Teachers in Charge required to work over one hundred and fifty (150) hours will be paid an allowance of \$20 per day or part day.
 - d. All other positions of special responsibility will be posted in accordance with Section E as they become vacant.
4. Teachers assigned to a position of special responsibility shall be paid in addition to scale placement allowances as outlined in Appendix B.
5. Teachers paid on all scales other than PA will receive an allowance of one thousand dollars (\$1,000) over scale placement if required by provincial regulation as a condition of employment to possess a Speech Therapist, Hearing Impaired or Visually Impaired Diploma, providing this training was not included as part of a degree program.
6. Teachers paid on PB (CAT 5) will receive a bonus of one thousand dollars (\$1,000) over scale placement if they possess a diploma in education from U.B.C., S.F.U. or U.Vic.

ARTICLE B.28 SUMMER SCHOOL ALLOWANCE

A teacher employed to give instruction in summer school for School District No. 73 sanctioned courses shall be remunerated according to the following formula per course:

$$\frac{\text{PB (7)} \times \text{Hours of Instruction}}{1200}$$

ARTICLE B.29 ISOLATION ALLOWANCE

The teacher working at Brennan Creek and Tranquille Valley shall receive an annual allowance of \$1,017 effective July 1st, 1993 and \$1,032 effective February 1st, 1994. Teachers working at Blue River shall receive an annual allowance of \$574 in year 1 and \$626 in year 2 and each year thereafter.

ARTICLE B.30 SPECIAL PROJECT PAY

1. When a teacher(s) is contracted by the Board to work on special projects outside of the regular school term or exclusive of his/her normal teaching assignment, the remuneration received by the teacher(s) will be as agreed between the teacher(s) and the Board. Such remuneration shall not include the costs of material, the printing or production costs or other resources necessary for the completion of the special project.
2. Any agreement made under this clause in not contrary to Article A.30 of the Collective Agreement.
3. Special Project Pay is not to be considered as payment as defined by any other clause contained within Section B.

ARTICLE B.31 REIMBURSEMENT FOR CLASSROOM MATERIALS PURCHASED

Teachers will be reimbursed by the school for materials the teacher purchases for use in the classroom as approved by the school administration.

ARTICLE B.32 STOREFRONT

The teacher working at a Storefront School shall receive an allowance equal to that of a Head Teacher.

ARTICLE B.33 ASSOCIATED PROFESSIONALS

1. All Student Support Services employees recognized in the Certificate of Bargaining Authority shall be covered by all the terms of this agreement between the Board of School Trustees of School District No. 73 (Kamloops/Thompson) and the Kamloops Thompson Teachers' Association.

- a. Student Support Services employees shall be paid according to Schedule "A" after initial placement, which shall be determined according to qualifications (number of years of training) and experience (number of years of work experience).
 - b. Present incumbents (as at November 1988) in the position of School and Home Consultant will, in addition to scale placement, receive the district Counsellors' allowance specified in Appendix B.
 - c. Student Support Services employees do not qualify for allowances specified in Article B.27.2.5.
2. In addition to the above, the parties agree that Student Support Services personnel covered under this agreement:
- a. Are paid in twenty-four (24) equal instalments from September to August.
 - b. Contribute to the Municipal Employees' Superannuation Plan and not the Teachers' Pension Plan.
 - c. Are covered under the provisions of Article C.15 of this agreement except as noted in Article B.33.3.
3. If the Board decided to completely close down or substantially reduce the School And Home Consultant Services and/or the Speech Therapist Services, employees would be given ninety (90) days instead of thirty (30) days' notice.

ARTICLE B.34 NO CUTS IN SALARY

No employee shall suffer a reduction in salary or allowance because of the coming into effect of this agreement.

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. Underlying Principle
 - a. The Board and the Association agree that increased length of service in the employment of the Board entitles teachers to commensurate increase in the security of teaching employment.
 - b. When for bona fide educational or budgetary reasons the Board determines that it is necessary to terminate the appointment of any teachers, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority provided that they possess the necessary qualifications for the positions available.
- 8. Definition of Seniority
 - a. Seniority means the present length of continuous service of an employee holding a continuing contract; or who has held a continuing contract inclusive of service on temporary appointments and part-time teaching with School District No. 73 and is used to determine the order of layoff and recall of teachers.

For the purposes of calculating length of service, temporary contracts and part-time teaching will be credited as full-time service.
 - b. In addition to the provisions of Article C.2.8.a, the seniority for a teacher 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 a teacher be credited with more than one (1) year of seniority for any school year.
 - c. When the seniority of two or more teacher is equal, seniority shall be determined:

- i. Firstly, the teacher with the greatest aggregate employment including all substitute teaching assignments:
 - 1. paid on scale with the Board after June 30th, 1987;
 - 2. all assignments with the Board after June 30th, 1992.
- ii. Secondly, the teacher with the greatest aggregate length of service with another school authority recognized for salary purposes in this agreement.
- iii. When the seniority of two or more teachers is equal pursuant to C.2.8.c.ii, the teacher with the earliest application for employment with the Board.
- d. An employee shall not lose seniority rights if absent from work because of sickness, accident or layoff.
- e. Leaves of absence in excess of one (1) month shall not count toward length of service with the Board, except as provided for in other articles of this agreement.

ARTICLE C.3 STAFF REDUCTIONS, LAYOFF, RECALL AND SEVERANCE PAY PROVISIONS

- 1. "Qualifications" For Layoff and Recall
 - a. "Necessary qualifications" in respect of a teaching position means a reasonable expectation based on the teaching certification, training, education or relevant recent experience of a teacher, that the teacher will be able to perform the duties of the position in a satisfactory manner.
 - b. Layoff
 - i. For the purposes of determining which employees shall be laid off, the employee unit shall be defined as the school district. The manner by which layoff shall be applied shall be the reverse order of seniority, subject only to necessary qualifications for the position available. All positions in outlying schools shall be bypassed, subject to appeal.
 - ii. The Board shall give each teacher it intends to layoff pursuant to this article 30 days' notice prior to the end of the school term (December 31st - June 30th) in writing before layoff is effective. Information on positions held by less senior teachers will be available through the Superintendent's office to teachers in receipt of layoff notices.
 - c. Recall
 - i. For re-engagement purposes, teachers on the re-engagement list shall be listed in decreasing order of seniority.

- ii. After all transfers have occurred pursuant to terms of this agreement and a position is designated vacant by the Board, the Board shall:
 1. post all vacancies on the school district website;
 2. send notification to all schools;
 3. send notification to the KTTA office;
 4. notify all teachers on the re-engagement list who request electronic notification
- iii. The Board shall offer the vacant position to the applicant with the greatest seniority, and the necessary qualifications currently holding a part-time assignment or on the re-engagement list. If that person declines the offer, the Board shall offer the position to the applicant with the next greatest seniority, and the necessary qualifications, and so on, until the position is filled.
- iv. The KTTA and all applicants on the re-engagement list shall be notified as to the nature of the position filled, and the successful applicant to the position. Teachers on the re-engagement list with greater seniority may appeal the decision within five (5) days of being notified of who the successful candidate was.
- v. A teacher who is recalled shall inform the Board whether or not the offer is accepted, within 48 hours of the receipt of such offer. The Board shall inform the teacher without delay if the position they have accepted is grieved.
- vi. Where the offer is made during the school term, the Board shall allow up to five (5) working days from an acceptance of an offer for the teacher to commence teaching duties unless a longer period related to other job commitments is mutually agreed to.
- vii. Upon recall to a continuing position a teacher shall be entitled to a continuing appointment to the teaching staff of the district if he/she held a continuing appointment at the time of termination.
- viii. The Board shall compile a seniority list of all teachers. This list shall be updated on May 1st of each year. This list shall be made available to the KTTA and will be amended as teachers are hired to the district. It is the teachers' responsibility to insure that his/her credited experience is correct and the Board's responsibility to notify each teacher of his/her seniority.
- ix. A teacher who is recalled shall be given time and support to adjust to a position which is significantly different from their previously held position. The teacher shall be given at least three (3) months to adjust to that position prior to formal evaluation as outlined in Article E.
- x. Upon recall, a teacher shall be entitled to all sick leave credit accumulated at the date of layoff.

- xi. Acceptance of a temporary contract with the Board will not jeopardize the teacher's right to remain on the re-engagement list.
- xii. A teacher's right to re-engagement will be lost if any of these conditions apply:
 - 1. if the teacher refuses to accept two positions, of equal or greater percentage of time and not requiring a change in community of residence, for which he/she possesses the necessary qualifications; or
 - 2. he/she is dismissed for cause and not reinstated;
 - 3. he/she resigns;
 - 4. he/she elects to receive severance pay;
 - 5. three years elapse from the date of layoff under this article and the teacher has not been re-engaged. This three year period is to be extended for any teacher who has been re-engaged on a temporary contract at any time since the date of layoff with the extension time being equal to the aggregate length of such temporary contract(s), calculated on the number of teaching months.
- xiii. A teacher's right to re-engagement will not be lost for two (2) years if enrolled in university or on a medical leave and disabled from teaching.

2. Retraining

- a. Upon written notification within 12 months of the receipt of termination under this article an employee shall be entitled to extend the provisions of recall for the purpose of retraining to qualify for another position with the Board. In the event that the employee elects to retrain pursuant to this article, the Board shall amend the effective date of the termination notice to coincide with the beginning of the school term which next follows the expiry of the period of the leave, or of any extension thereof.
- b. The employee, after retraining, shall be entitled to be assigned to a position that is vacant, provided he/she possesses the necessary qualifications.
- c. An employee accepting a position in this circumstance shall be evaluated as a first year employee. Should the teacher be placed on probation in this circumstance, the teacher shall be entitled to return to the recall list and regain full rights to a position as outlined in the Seniority, Layoff, Recall and Severance Pay Provisions.

3. Benefits Entitlements During Layoff

- a. The Board will maintain the benefits of a laid off teacher for a term of one teaching month following the time in which the benefit coverage would otherwise expire.
- b. A teacher who retains rights of re-engagement shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this agreement by payment of the full cost of such benefits to the Board from the date of layoff as per Article B.

4. Severance Pay

- a. A teacher who has one or more years of continuous employment and who is laid off, save and except a teacher who is terminated or dismissed for just and reasonable cause, may elect to receive severance pay at any time within three (3) years following the date of layoff. This three-year period is to be extended, for any teacher who has been re-engaged on a temporary contract at any time since the date of termination. At the expiration of this period, the Board shall automatically pay severance pay to the teacher.
- b. Severance pay shall be calculated at the rate of five (5%) percent of one year's full-time salary for each full-time equivalent year of continuous service, to a maximum of one year's salary. The salary on which severance pay is calculated shall be at the teacher's scale placement at the time of his/her last period of employment.
- c. A teacher who received severance pay and who is subsequently rehired shall retain any payment made under the terms of this article, and in such case, for purposes only of Article C.12.4.b, the calculation of years of service shall commence with the date of such rehiring.

ARTICLE C.13 FULL-TIME TO PART-TIME EMPLOYMENT

1. An employee with a continuing 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 and length of time.
2. Teachers who move from a full-time assignment to a part-time assignment shall be considered to be on leave for pension purposes, and may purchase pensionable service to provide for a full year of pensionable credit in accordance with the Teachers' Pension Act.
3. An employee with a continuing part-time appointment to the teaching staff of the district may, without prejudice to that appointment, request a full-time assignment.
4. Part-time teachers are entitled to apply for other part-time assignments within the district provided that:

- a. the assignment does not exceed 100%;
- b. schedules in the work locations are not in conflict.

5. Payment for Part-time Teachers

Part-time teachers shall be paid that portion of their regular scale placement that relates to the portion of the instructional appointment. When an in-service is held at a time when a part-time teacher is not normally on duty, that teacher shall not be required to attend the in-service.

Teachers employed in part-time positions shall enjoy the same rights, privileges and benefits on a pro rated basis as full-time teachers.

6. Return to Full-time

When a request under Article C.13.1 is granted by the Board, the employee shall be entitled to return to a similar full-time assignment at the expiration of the part-time assignment. When a return date to full-time is not specified or if an employee wishes to return to a full-time assignment at an earlier date than specified, the Board shall place the employee in a similar assignment the following September when advised by the employee of their intent to return prior to December 31st.

ARTICLE C.14 TEACHERS ON CALL

1. General

The Board shall maintain a list of approved Teachers on Call and shall forward a copy of said list to the Association annually. For the purposes of this article, a Teacher on Call is defined as a certificated teacher, and a substitute is an uncertificated replacement. Substitutes without certification will be hired only when a certificated Teacher on Call is not available.

The Board shall use a central call-out system for assigning all Teachers on Call and substitutes in the immediate Kamloops area. Teachers shall be allowed to request a specific certificated Teacher on Call. If such a request cannot be filled or if a request is not made, then a Teacher on Call shall be assigned on a rotational basis.

Teachers on Call who refuse three (3) assignments except when notice has been given that they will be unavailable, will no longer be contracted for work except in emergency circumstances.

2. Availability

Subject to availability of Teachers on Call:

- a. the Board shall employ Teachers on Call to replace classroom teachers who are absent due to illness or other authorized reasons for one half day or more;

- b. teachers will not be required to cover for a classroom teacher who is absent except in emergency situations;
- c. Librarians and Learning Assistance Teachers who are absent for two (2) or more days will be replaced by a qualified Teacher on Call on the third day;
- d. other Teachers on Call may be provided at the request of the school administration;
- e. all other teachers will be replaced as determined by the Board;
- f. a Teacher on Call shall be required to assume only the duties of the teacher he/she is replacing. In the event that there is more than one block of unassigned time on any given day and in the absence of any direction from the teacher, the school administration may, after consultation with the Teacher on Call, reassign the Teacher on Call for the additional block(s) of unassigned time.

3. Assignments

Should the period of absence become known and a temporary appointment be required, the Teacher on Call initially shall be entitled to that contract unless special skills are necessary to maintain an ongoing program.

ARTICLE C.15 TERMINATION, DISCIPLINE OR SUSPENSION

1. General

- a. The Board shall not discipline or dismiss any teacher save and except for just and reasonable cause.
- b. In the case of a suspension under sections 15.4 or 15.5 of the School Act, the provisions of the School Act shall apply.
- c. Where a teacher is under investigation by the Board, the teacher and the Association shall be notified in writing unless in the opinion of the Board substantial grounds exist for concluding that such notification would prejudice the investigation. The teacher, the Association and the Superintendent (or delegate) shall meet prior to any disciplinary action being taken. The teacher shall have the right to hear and respond to all allegations made.
- d. Upon notification of a suspension or termination a teacher shall have the right to a hearing with the Board as outlined below:
 - i. The teacher and the Association shall be given seventy-two (72) hours notice of the time and date of hearing.
 - ii. At the time such notice is given the teacher and the Association shall be advised in writing of the reasons for the suspension or dismissal and shall

have access to all documents to be presented at the hearing. The Superintendent shall have access to all documents to be presented at the hearing.

- iii. The teacher shall be represented at the hearing by an advocate of the teacher's choice.
 - iv. The teacher or his/her advocate and the Superintendent shall be entitled to:
 - 1. present evidence and hear all evidence presented to the Board;
 - 2. ask questions through the Chair relevant to evidence presented;
 - 3. respond to and hear responses to questions asked by Board members.
 - v. The decision of the Board shall be communicated in writing within seven (7) calendar days to the teacher and the Association stating the reasons for their decision.
 - e. The Board shall not release to the media or the public information with respect to the discipline or dismissal of a teacher except as agreed by the Association or by joint release agreed upon by the Board and the Association.
 - f. Notwithstanding Article A.6 (Grievance Procedure) of the Provincial Collective Agreement (PCA 3) where an employee has been dismissed, the Association shall have the option of referring a grievance regarding the dismissal directly to arbitration provided for in that article.
 - g. At an arbitration in respect of the discipline or dismissal of an employee, no material from the employee's file may be presented unless the material was brought to the employee's attention at the time it was placed on file, and no material which has been removed from the file pursuant to Article E.21 (Personnel Files) may be presented.
 - h. In the event that the Board determines as a consequence of this charge that misconduct may have occurred, repayment may be suspended until the Board has determined whether additional discipline is necessary. If the teacher is reinstated, all pay shall be reimbursed, less any amounts that may have been assessed as a disciplinary penalty.
2. Evaluation of Teachers
- a. Evaluation of the performance of teachers should be a positive, growth-orientated, on-going process that will assist in the maintenance of quality learning situations.
 - b. Formal reports resulting from such evaluation of the learning situation under a teacher's charge shall be provided:

- i. for teachers for whom there are significant concerns about their ability to establish a satisfactory learning situation;
 - ii. for teachers who have been placed on probation; and
 - iii. for teachers who request, with adequate notice, such a report.
- c. Criteria and procedures for formal reports shall be based on principles of fairness, consistency, and due process.
- d. Teaching personnel shall be evaluated by the Superintendent, Assistant Superintendent, Directors of Instruction and/or the principal or vice-principal of the school to which they are assigned.
 - i. Vice-principals will not write reports on teachers identified in Article C.15.2.b.i or C.15.2.b.ii.
 - ii. A teacher may request, without prejudice, that a particular supervisor not write a formal report. Such a request will be honoured when it is given in writing to the Superintendent's office before the formal report writing procedure begins.
- e. Procedures to be followed in the evaluation process include:
 - i. prior to evaluation, the evaluator, in consultation with the teacher, will determine aspects of performance to be evaluated and procedures for observation and data collection;
 - ii. summative reports will be based on between 3 and 6 formal classroom observations, unless there is mutual agreement between the evaluator and the teacher that more are necessary. The teacher shall be able to choose at least two observation times;
 - iii. reports will be written within a reasonable period of time (no greater than three (3) months) following the final observation;
 - iv. the evaluator will provide the teacher with a copy of all notes made throughout the evaluative process. Opportunity will be provided for the teacher to discuss notes with the supervisor;
 - v. the evaluator will meet with the teacher and outline contents of the report when the report is in its draft stage. The evaluator will provide adequate time for the teacher to review the draft report and, within five days of the initial meeting the evaluator will meet with the teacher to discuss the draft report prior to finalizing the report. At the request of the teacher, a KTTA member may attend the meeting in which the final draft is discussed;
 - vi. a teacher who disagrees with aspects of the report may file a letter with the Superintendent's office. The letter will be attached to the report;

- vii. a teacher may request, after a reasonable period of time, that a second report be written. Such requests shall not be unreasonably denied;
 - viii. With the teacher's permission, reference may also be made to:
 - 1. demonstration of professional development; and
 - 2. contributions to the department, the school, the school district and to related community service.
 - ix. NOTE: Withholding of such permission shall not be included in the report.
- f. Conclusions drawn will be based on multiple sources of first hand data. Sources of data may include:
- i. classroom observation;
 - ii. student performance and behaviour when under the supervision of the teacher;
 - iii. teacher made materials (lesson plans, overviews, tests, etc.);
 - iv. teacher comments on student work, record of marks and attendance;
 - v. first hand student's data (examination of student work and notebooks, student understanding of course material);
 - vi. evidence of reports to parents about student progress, availability of teacher to assist students and provision of help for students when assistance is requested;
 - vii. school and teacher records that are known by the teacher;
 - viii. knowledge about school programs and curriculum and implementation of same.
- g. Conclusion: Formal evaluative reports shall include a summative statement based on the preponderance of collected data; a summary of strengths observed and, if appropriate, areas in need of improvement. The final statement shall indicate whether the learning situation in the teacher's charge is satisfactory or less than satisfactory.
- h. If areas in need of improvement or weaknesses in performance are identified in the report, the teacher and evaluator will jointly develop a plan of remediation designed to overcome such weaknesses. This plan will include consideration of support to assist the teacher to overcome weaknesses.
3. Any teacher who has been employed by the Board for more than one year shall not be dismissed for reasons of professional incompetence unless:

- a. three consecutive reports indicate that the learning situation under his/her charge is less than satisfactory;
- b. the reports leading to dismissal are written by at least two different evaluators, one of whom shall be a Superintendent or Assistant Superintendent. The other reports shall be written by a Principal, Director, Assistant Superintendent or Superintendent;
- c. the reports are written within a period of not less than twelve (12) months and not more than twenty-four (24) months, excluding time off due to illness, leave, retraining, or any delay caused by a grievance resulting from the evaluation process.

4. Evaluation of First Year Employees

- a. The Board may, during the first six (6) months of a teacher's continuing appointment with the Board, exclusive of:
 - i. any leave of absence during or extending beyond those months; and
 - ii. the months of July and August;
 - iii. a grievance resulting from the evaluation process;
 terminate the teacher's continuing appointment and place the teacher on a probationary appointment.
- b. If a teacher is placed on a probationary appointment in accordance with Article C.15.4.a, the Board shall give the teacher written notice. A notice to place a continuing teacher on a probationary appointment shall only be given after consideration of any less than satisfactory reports issued by a Principal, Director, Assistant Superintendent or Superintendent.
- c. Unless a teacher on a probationary appointment is terminated in accordance with Article C.15.4, the probationary appointment will be rescinded no later than three (3) calendar months following the placement of the teacher on a probationary appointment except as provided in Article C.15.4.a.i, C.15.4.a.ii, and C.15.4.a.iii.
- d. The Board may terminate a teacher on a probationary appointment by giving thirty (30) days' notice in writing of the termination provided that the notice shall not be given during the first sixty (60) days of the probationary appointment. The notice of termination shall not be given until a second less than satisfactory report has been prepared by the Principal, Director, Assistant Superintendent or Superintendent.
- e. Evaluation reports for first year employees shall be prepared in accordance with Article C.15.2.

5. Teacher on Call/Substitute Evaluation

Upon request a teacher on call granted a temporary contract shall be provided with an evaluation of the learning situation under his/her charge. Sources of data included in such evaluations shall be as specified in Article C.15.2 where practicable.

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

1. Effective September 1, 2006, in districts where elementary teachers are entitled to less than 90 minutes of preparation time each week, each full-time elementary teacher shall receive an average of 90 minutes of preparation time per week.
2. Effective September 1, 2007, in districts where elementary teachers are entitled to less than 90 minutes of preparation time each week, each full-time elementary teacher shall receive 90 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement
3. Preparation time for part time teachers shall be provided in accordance with the Previous Collective Agreement.

Local Provisions:

4. Elementary
 - a. Effective September 1st, 1991 full-time elementary teachers assigned full-time to classroom instruction and learning assistance teachers shall be provided with a minimum of ninety (90) minutes preparation time per week.
 - b. Teachers in one-room schools may accumulate preparation time and take such time in blocks of one full day.
 - c. Part-time teachers of .4 or more assigned full-time to classroom instruction will receive preparation time for classroom instruction pro rated according to their F.T.E. status
 - d. Preparation time shall be for periods of not less than thirty (30) minutes.
5. Secondary
 - a. Full-time secondary teachers assigned full-time to classroom instruction and learning assistance teachers shall be entitled to a minimum of 12 ½ % of total instructional time for preparation.

- b. Teachers in semestered schools, who are replacing teachers who have used the yearly allotment of preparation time for that assignment, shall not be entitled to preparation time.
 - c. When scheduling makes partial preparation time assignment impractical, salaries shall be increased on a pro rated basis.
6. Teachers working as teacher-librarians and counselors who have a timetable that allows for flexibility shall be provided with time in the normal workday for time tabling, record keeping and other duties.
7. Teacher-librarians and learning assistance teachers shall not be required to provide preparation time for other teachers during their library or learning assistance assignment.

ARTICLE D.5 MIDDLE SCHOOLS

1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
5. a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
- b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
- c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
- i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;

- ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - iv. The hearing shall commence within a further ten (10) working days; and
 - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
6. Where a middle school program has been established on or prior to ratification of this Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

ARTICLE D.15 LOCAL ASSOCIATION INVOLVEMENT IN BUDGET PROCESS

1. The Association shall be provided with an opportunity to make a representation to the Board during the Board's annual budget formulation process.
2. Budgetary concerns may be raised during Labour Liaison Committee meetings.

ARTICLE D.16 HOME EDUCATION

1. Educational services that may be required for home education students, as defined in the School Act Division 4 (12 and 13), of Regulation Section 3, shall normally be provided by school administrators.
2. A teacher assigned responsibility for provision of any educational service to one or more home schooled students shall be given reasonable time to enable him/her to provide such services.
3. In the event a home education student is assigned to a classroom teacher on a regularly scheduled basis, then it will be recognized in the allotment of that teacher's assignment.

ARTICLE D.17 EMPLOYEE'S WORK YEAR

1. The annual salary established for employees covered by this agreement shall be payable in respect of the teachers' regular work year which shall be defined as follows:
 - a. all days in session shall be scheduled - excluding Saturdays, Sundays and general holidays, including Easter Monday, as well as winter and spring breaks -

between Labour Day and the last Friday in June. If the last Friday falls before June 26th, the last day scheduled will be June 30th;

- b. the first day of the winter break shall be the Monday preceding December 26th. Schools shall reopen on the Monday following January 1st. If January 1st is a Saturday or Sunday, school shall reopen on the Tuesday;
- c. the first day of the spring break shall be the third Monday in March. School shall reopen on the fourth Monday in March unless that day is Easter Monday in which case schools would reopen on Wednesday.

2. The regular work year shall include:

- a. one (1) day for district-wide professional development to be determined by the KTTA with the approval of the Superintendent;
- b. four (4) days for inservice and/or professional development to be determined by the school Professional Development Committee. One of these days, at the discretion of the staff, can be used by the staff for parent-teacher interviews;
- c. one (1) year end administrative day;
- d. two (2) non-instructional days for the purpose of parent-community interaction, to be scheduled and utilized in consultation with the KTTA;
- e. up to four (4) early dismissal days as provided in the Regulation to be scheduled and utilized in consultation with the KTTA;
- f. a school opening day that may be shortened and may include different starting and dismissal times for different students.

ARTICLE D.18 HOURS OF WORK/INSTRUCTIONAL TIME

1. Elementary

In an elementary school the duration of a teacher's instructional day shall not exceed six (6) consecutive hours and shall be inclusive of:

- a. five (5) hours of instructional time which shall include fifteen (15) minutes of recess and preparation time as outlined in Article D.4.4;
- b. a regular lunch intermission.

2. Secondary

In a secondary school, the duration of a teacher's instructional day shall not exceed six (6) hours and thirty (30) minutes of consecutive time and shall be inclusive of:

- a. five (5) hours and thirty (30) minutes of instructional time which shall include time allotted for homeroom, students to change classes, break and preparation time as outlined in Article D.4.5;
 - b. a regular lunch intermission.
3. Special Program Hours of Work
 - a. The duration of the instructional day for teachers employed in the Storefront programs shall be as defined in Article D.18.2.a.
 - b. In the event that a newly created special program requires hours of work not detailed in this agreement, hours of work shall be subject to mutual agreement between the Board and the affected teacher, and the KTTA, and in any event shall not exceed the same number of total instructional hours required of other teachers.
 - c. Music teachers may request to hold curricular music classes outside the regularly scheduled instructional day. In that event, these teachers shall not be required to work more than the total number of instructional hours as outlined in Article D.18.2.a.

ARTICLE D.19 SUPERVISION

1. Except in one-room schools no teacher shall be required to perform any supervisory duties during the regularly scheduled lunch break.
2. Other supervisory duties shall be assigned on an equitable basis by the school administration and shall not exceed the equivalent of twenty (20) minutes per week.

ARTICLE D.20 EXTRA-CURRICULAR ACTIVITIES

1. While the parties consider it desirable that employees participate in extra-curricular activities, it is recognized by the parties that involvement by an employee in extra-curricular activities shall be on a voluntary basis.
2. In this agreement, extra-curricular activities are those that are beyond the provincially prescribed and locally determined curriculum of the school.
3. Extra-curricular activities shall not form any part of a job description or posting.
4. While involved in extra-curricular activities, teachers shall be considered to be acting as an employee of the Board, for purposes of a liability of the Board and coverage by the Board's insurance.

ARTICLE D.21 TECHNOLOGICAL CHANGE

1. Technological change means:
 - a. the introduction by the school district of equipment or material of a different nature or kind than that previously used.
 - b. a change in the manner, method or procedure related to the introduction of equipment or material.
2. When it is determined that a technological change is to be introduced, the Board shall provide the Association with 90 days written notice, prior to the introduction of the change.
3. Prior to the implementation of a technological change which affects the terms, conditions or security of employment of a significant number of teachers, the parties agree, to negotiate the alternatives available to help teachers affected adjust to the change.
4. Failing a satisfactory settlement, either party may refer the matter to a mutually agreeable third party for final and binding settlement of the matters in dispute as per Article A.6 of the Provincial Collective Agreement (Grievance Procedure).
5. The Board and Association agree that this article represents the agreement between the Board and the Association on technological change, as found in the Industrial Relations Act, Section 75.

ARTICLE D.22 HEALTH AND SAFETY

1. The Board and the Association shall co-operate in continuing and perfecting the safety measures now in effect.
2. Each school shall establish a school Health and Safety Committee to address issues identified by employees which concern the health and safety of teachers and students. Concerns of cleanliness, lighting, heating, ventilation, safety and hygiene affecting the learning situation within a school shall be initially addressed by the teacher(s) and the school's administration concerned. Matters not resolved at the school level shall be referred to the district Health and Safety Committee.
3. District Health and Safety Committee
 - a. The Board and the Association agree that there shall be a district "Health and Safety Committee" which will assist in creating a safe place of work, shall recommend actions which will improve the effectiveness of the district's Health and Safety Program and shall promote compliance with Workers' Compensation Board regulations.
 - b. The Association shall be represented on the committee by a minimum of two members to be determined by the Association.

- c. The Chairperson and secretary shall be elected from and by the committee members in accordance with Workers' Compensation Board regulations.
 - d. A record of the proceedings of the committee shall be forwarded promptly to the Association, the Board and the Workers' Compensation Board.
4. A teacher shall not be required to work at a job, which poses an immediate threat to the teacher. A teacher who is aware of an unsafe condition shall report it to their immediate supervisor who shall investigate the reported unsafe condition, and shall insure that any necessary corrective action is taken without delay.
5. Administration of Student Medication
- a. No teacher shall be required to administer student medication or perform other medical procedures except in emergency circumstances.
 - b. The Board shall provide appropriate training if necessary to a teacher who provides a student with medication or other medical procedures as authorized by the student's parent/guardian.
 - c. The Board shall indemnify the teacher for any civic liability resulting from providing medication or other medical procedures to a student that is authorized by the student's parent/guardian.

6. Severe Student Behaviour

Where a teacher has been physically or verbally abused by a student, that teacher shall refer the student to the school administration who will investigate the concern and take appropriate corrective measures. In every case the school administration shall involve the teacher, student and parent/guardian in the corrective plan.

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.
- ii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.
- iii. 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.12 DEFINITION AND CATEGORIZATION OF EMPLOYEES

- 1. All teachers appointed by the Board shall be appointed in one of the following categories:
 - a. full-time;
 - b. part-time;and will be appointed:
 - c. continuing, if the period of the appointment is for ten (10) months or more;
 - d. after September 1, 1993, if the period of the appointment is greater than two (2) months but less than ten (10) months and an applicant qualified for the position is available, the appointment shall be continuing with a term certain assignment.
- 2.
 - a. A temporary appointment will be made when a teacher on call completes two (2) months of continuous service in the same assignment. Such appointments shall be granted retroactive to the commencement of the assignment.
 - b. When it is known that a teacher on continuing appointment will be absent for two (2) months or more, that position shall be posted and advertised and filled as

described in Article E.20.4.e. A teacher on call who serves in the position shall be granted an interview and consideration for the position.

- c. A teacher who has accumulated the equivalent of ten (10) months of full-time employment in two or more temporary appointments made after September 1st, 1990 and prior to July 1st, 1993 shall be offered the first continuing appointment available within the category for which he/she is qualified.
- d. The board agrees to provide the association with a list of all temporary appointments and the dates on which these assignments were made.

ARTICLE E.13 OFFER OF APPOINTMENT

1. An applicant for appointment can rely on a written or oral offer of an appointment made by the Superintendent, an Assistant Superintendent, or Director of Education.
2. The Board shall confirm an offer of appointment to the district in writing within forty-eight (48) hours.

ARTICLE E.14 NO DISCRIMINATION/NON-DISCRIMINATORY WORK ENVIRONMENT

1. Neither the Board, nor any person acting on behalf of the Board shall terminate, suspend, assign, transfer, or discipline an employee, or refuse to employ or to continue to employ an employee, or discriminate against an employee in regard to employment on the basis of that teacher's:
 - a. sex, race, colour, religion, political affiliation or activity, national origin, age, handicaps, economic status, marital status, sexual orientation, number of dependants or pregnancy;
 - b. actual or proposed membership or lawful activity at any level of the KTTA or of an affiliate of the KTTA;
 - c. rights under this agreement or any statute of the province.
2. Members of the Association have the right to work in an environment that recognizes the equality of all persons and the Board shall not tolerate racism, sexism or prejudice against any social, ethnic or cultural group.

ARTICLE E.15 COPY OF AGREEMENT

The Board shall provide every employee with a printed copy of this agreement.

ARTICLE E.16 ORIENTATION OF NEW TEACHERS

1. Attendance at the orientation session is considered to be voluntary.
2. The Board agrees to acquaint new employees with the:
 - a. basic operation of the school district;
 - b. school assigned to.
3. The Association agrees to familiarize employees at the orientation session with the rights and responsibilities outlined in this agreement.

ARTICLE E.17 FALSELY ACCUSED EMPLOYEE ASSISTANCE

1. Teachers accused of misconduct and subsequently found to be not guilty shall:
 - a. be assisted to the fullest possible extent by the Board in assuring the teacher's successful return to teaching;
 - b. be provided with specialist counselling and/or medical assistance to deal with any negative effects of the allegations;
 - c. be provided time off as sick leave when supported by medical documentation;
 - d. be given preference of vacant positions upon their return to teaching.
2. The Board agrees to appropriately discipline students who maliciously initiate false allegations against teachers and issue upon request, a clear written statement exonerating teachers found to be falsely accused.

ARTICLE E.18 SCHOOL ACT APPEALS

1. The parties agree that in the event of an appeal of a teacher's decision under Section 11 of the School Act, the appellant will be encouraged to meet with the teacher.
2. The affected employee shall have the right to:
 - a. be informed of the complaint when the Board becomes aware it is an appeal under the Act;
 - b. attend any meetings where the appellant is making a presentation to administration of the Board;

- c. receive all documents relating to the appeal;
- d. submit a written statement to the Board. Where the employee is requested to appear before the Board, he/she may be accompanied by a representative.

ARTICLE E.19 STAFF MEETINGS

For the purposes of this article, a staff meeting is considered to be a meeting called by the Principal or Vice-principal for the purposes of conducting the business of the school and requiring the attendance of teachers.

1. Except for emergency reasons, school staff meetings shall be regularly scheduled. A draft agenda of the meeting shall be provided at least one (1) working day prior to the meeting date where possible.
2. All school staff meetings shall be held between the hours of 8:00 a.m. and 5:00 p.m. and during the normal instructional week. Teachers will only be required to attend up to twenty (20) staff meetings per year.
3. When a staff meeting is called at a time when a part-time teacher is not on duty, that teacher shall not be required to attend the staff meeting. It is the teacher's responsibility to apprise him/herself of the staff meeting agenda and the decisions made.
4. Teachers shall not be required to attend regularly scheduled staff meetings during recess or during the regular lunch intermission.
5. Teachers wishing to place items on the agenda shall notify the Principal or Vice-principal.
6. Minutes of meeting shall be circulated to staff members.

ARTICLE E.20 TRANSFER ASSIGNMENTS

The parties recognize that the transfer of teaching staff is a means of encouraging professional growth and enriching school programs.

1. Identification and posting of positions available for transfer
 - a. In order to determine which positions are available, the following information is required on or about April 15th;
 - i. enrolment estimates and staffing allocations for each school,
 - ii. teachers surplus to their schools and teachers who are issued layoff notice as a result of declining enrolment or programme needs,

- iii. teachers holding temporary and term certain contracts,
 - iv. teachers planning to retire or to resign as of June 30th,
 - v. teachers granted a leave of absence for the next school year.
- b. All teachers returning from leave, all teachers requesting leave and teachers who are resigning or retiring must notify the Superintendent in writing by April 15th.
 - c. A list of all teachers identified above shall be provided to the KTTA.
 - d. On or about April 20th, the Board will post in schools all known teaching positions available for transfer for the next school year.
 - e. As other positions become known, they too will be posted.
2. Filling of Positions by Transfer
- a. Within one week of a posting all teachers requesting transfer to one or more of the available positions or who wish to transfer should a position become available, must advise the Superintendent's office in writing. A list of such requests will be provided to the KTTA.
 - b. Transfer to available positions will be accommodated in the following order of priority:
 - i. teachers returning from deferred salary leave to the position left and if the position still exists;
 - ii. teachers returning from leave;
 - iii. teachers identified as surplus (which includes those with term certain assignments) to the needs of their school.
 - iv. teachers who have held a position in their current school for three years or more and who have requested a transfer.
3. General Provisions Re: Transfer
- a. No teacher shall be transferred for disciplinary or punitive reasons.
 - b. In the event a transfer from a school is necessary, the Principal will designate the employee(s) to be transferred based on the requirements of the school as determined in consultation with the staff.

- c. Where an employee is informed of the necessity to transfer, he/she shall be given as much notice as reasonably possible and shall be provided in writing with the reasons for the transfer.
 - d. Unless the need is clearly established in writing at the time of transfer, no teacher shall be transferred without their agreement more than once in three (3) school years.
 - e. A teacher who has been declared surplus to the projected needs of a school and transferred to another work location shall, subject to the needs of the school from which he/she was transferred, be given the opportunity to return in September of the next school year if the reasons for which the teacher was declared surplus no longer exist.
 - f. The Board may require a teacher to transfer to an assignment involving a significantly different grade level or significantly different subject area, only if:
 - i. there remain no vacancies in the teacher's existing grade level or subject area for which he/she has the necessary qualifications;
 - ii. the Board provides adequate "assisting teacher" support and release time to ensure professional retraining commensurate with the degree of change of assignment;
 - iii. the teacher is offered priority in future vacancies in his/her existing grade level or subject area. Such priority shall be comparable to that under Article E.20.2.b.ii.
 - g. The Board shall endeavour to have all transfers completed by May 30th.
 - h. Positions which are declared vacant after May 30th and prior to September 1st shall be posted and filled, wherever possible, from transfer requests made prior to June 30th.
 - i. When an employee requests a transfer and the transfer cannot be effected he/she shall be informed in writing.
4. Posting and Filling Vacant Positions
- a. On or about May 30th, after transfer requests have been accommodated as outlined above, all remaining positions and all newly created positions shall be designated as vacant.
 - b. All vacancies shall be advertised and notification sent to:
 - i. all schools;
 - ii. the KTTA;
 - iii. teachers on the recall list.

- c. The Board will advise the Association office of all vacancies that occur during the months of July and August and shall post such vacancies at the Board and KTTA offices. Positions that become vacant during the last few days of summer will be telephoned or faxed to the KTTA office.
 - d. Vacancies shall be filled from applications received in the following order of priority:
 - i. until September 1st, teachers who had requested a transfer prior to June 30th. If such occurs the position left shall be declared vacant and posted;
 - ii. teachers on the recall list as outlined in Article C.3.1.c;
 - iii. teachers possessing the necessary qualifications who have accumulated the equivalent of ten (10) months of full-time employment in two (2) or more temporary appointments within the employment categories defined in Article E.12 prior to July 1st, 1993. Where two or more applicants possessing the necessary qualifications apply for a vacant position and fall within categories in Article E.20.4.d.ii and Article E.20.4.d.iii, the teacher with the greatest seniority shall be appointed;
 - iv. other applicants.
 - e. Positions which become vacant, or new vacancies greater than two (2) months which arise after September 1st, shall be posted and advertised and shall be filled firstly with teachers identified in September as surplus to their school needs, and then with teachers from the recall list, and appointed as per Article E.12.1 and Article E.12.2. Remaining vacancies will then be filled as per Article E.20.1.
 - f. Postings shall indicate if the assignment is of a limited duration.
5. Vacancies in all posts of special responsibility except school-based co-ordinators and Teachers in Charge, shall be filled by competition.
6. Assignments Within Schools
- a. No teacher shall be reassigned for disciplinary or punitive reasons.
 - b. Discussions pertaining to school organization, proposed timetable and staff assignments shall occur during regular staff meetings.
 - c. In-school assignment changes shall be accommodated wherever possible, taking into consideration qualifications, training, experience, and the teacher's preference.
 - d. Prior to a position being declared available for transfer or vacant, Administrative Officers in consultation with staff will consider in-school assignment changes.

ARTICLE E.21 PERSONNEL FILES

1. There shall be only one personnel file for each teacher, maintained at the district offices. Any file relating to an employee kept at a school shall be destroyed when the employee leaves that school.
2. All medical information in the personnel file shall be stored separately in a secure place accessible only to administrative staff with a responsibility which requires access to the information.
3. After receiving a request from an employee, the Superintendent, in respect of the district file, or the school administrator, in respect of any school file, shall forthwith grant access to that teacher's file.
4. An appropriate School Board official shall be present when an employee reviews his/her file, and the employee may be accompanied by an individual of his/her choosing.
5. The School Board agrees that only factual material and material relevant to the employment of the employee shall be maintained in personnel files.
6. A teacher shall be informed when material is placed in their personnel file and shall receive a copy of the material. A teacher shall have the right to append material to his/her file that he/she believes adds materially to the issue(s) under dispute.
7. Where material in the nature of a minor reprimand is placed in the file, the employee may elect to have the material removed not less than five (5) years after the filing, provided that no further material of a reprimanding nature has been subsequently filed.
8. Notwithstanding the previous clause, a teacher may apply at any time to the Superintendent to have material of a disciplinary nature removed from their file. Should the application for removal be denied, written reasons shall be provided to the employee.

ARTICLE E.22 JOB SHARING

1. Two teachers with Continuing or Recall status may jointly request a specified job share assignment in respect of a single full-time position.
2. A job share assignment for an approved job share partnership may be obtained through:
 - a. an in-school assignment change for two teachers on the same staff.
 - b. two teachers successfully obtaining one posted position.
3. Job share applications for an in-school assignment change must be made in writing to the principal by April 1st for commencement of a job share on September 1st.
4. Job share applications for a specific posting will be made in writing to the principal and the Human Resources Department prior to the close of the posting.

5. Job share applications, for either an in-school assignment change or a posting, must include a job share plan setting out the operation of the job share with respect to:
 - a. the percentage of time to be taught by each job share partner;
 - b. the division of duties assigned to teachers in the school;
 - c. the method of completing reports to and communicating with parents;
 - d. the sharing of preparation time and any other rights afforded to teachers;
 - e. the manner in which the classroom schedules such as preparation time, supervision, physical education, and computer lab time fit the school's schedule;
 - f. attendance at staff meetings, parent conferences, team meetings, professional development and in-service training;
 - g. the manner in which the job share partners will make internal arrangements to ensure that the education program is provided in a seamless manner.
6. Such applications shall not be unreasonably denied.
7. Salary shall be pro rated according to the percentage of time taught by each job share partner.
8. Job share partners shall be eligible to participate in all benefit plans with the Board sharing in premiums on a pro rated basis as a percentage of time taught.
9. Each job share partner shall teach a part of each calendar week of the school year and must teach a minimum of 0.2 FTE and not more than 0.8 FTE of the 1.0 FTE job share assignment.
10. In the absence of one of the job share partners, the remaining partner shall normally assume the full duties of the job share assignment and shall be paid on scale.
11. The job share partnership shall hold the seniority of the most senior job share partner. At such time as the partnership may dissolve, each partner will hold their individual seniority.
12. Each job share partner shall possess the necessary qualifications for the job share assignment.
13. Job share assignments shall begin on September 1st and continue until June 30th.
14. Either job share partner or the Board may dissolve the job share assignment if the assignment is not satisfying the terms of the job share plan referred to in #5. The most senior job share partner shall be offered the 1.0 FTE position. If not accepted by the most senior job share partner the 1.0 FTE position shall be offered to the other job share partner. The status of any teacher not holding a position on conclusion or dissolution of

a job share shall be equivalent to a teacher who has held a position in his/her school for three or more years and has requested a transfer.

15. If one job share partner is unable to fulfill the duties of the job share assignment the 1.0 FTE position shall be offered to the other job share partner.
16. Each job share partner is considered to be on leave of absence with respect to the percentage of time not worked of his or her Continuing assignment.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.10 JOINT LABOUR LIAISON COMMITTEE

The Joint Labour Liaison Committee shall consist of representatives from the trustees, representatives from administration, and representatives from the Teachers' Association.

The committee shall be jointly chaired by the Teachers' Association and the Board. This committee shall meet at least monthly and minutes from each meeting shall be circulated to all schools and to all trustees.

This committee is a problem solving forum to resolve district-wide issues of a non-contractual nature.

The mandate of the committee includes, but is not limited to, the following:

1. To foster better relations and communications between the Employer and teachers through the Association.
2. To cooperate to improve services to students.
3. To consider suggestions from employees and management through their representatives regarding district-wide issues.
4. To seek clarification on practices within the district.

Prior to circulation, minutes shall be jointly approved by a representative of the Association and a representative from the Board.

ARTICLE F.11 PROFESSIONAL AUTONOMY

Teachers shall, within the bounds of the prescribed and authorized curriculum, and consistent with effective educational practice, have individual professional autonomy in determining the methods of instruction, the planning and presentation of course materials, and the methods of assessment in the classes of pupils to which they are assigned.

ARTICLE F.12 SCHOOL ACCREDITATION

The Board shall provide to each school involved in accreditation five (5) substitute days support. Other support will be granted by the Superintendent's office in consultation with the school administrator.

1. The purpose of school accreditation is to provide school staffs with an opportunity to develop, in co-operation with their local communities, the best possible school climate and programs.
2. The school goals and objectives shall be set by the school staff for accreditation.

ARTICLE F.13 PROFESSIONAL DEVELOPMENT

1. In order to assist teachers financially in undertaking individual professional development, the Board shall pay annually, each November 15th an amount equal to ½ of 1% of teacher payroll to the Association for Pro-D. The Association will provide the Board with an annual accounting of the funds.
2. Short-term leaves under this article shall be granted in accordance with Article G.27 at the cost of a substitute teacher.
3. The Joint Professional Development Committee which shall be chaired by the Association's professional development chairperson shall be comprised of three Board and three Association representatives and shall be responsible for planning joint professional development activities.
4. Each school shall operate a Professional Development Committee, consisting of the school administrator and other teachers on the staff. P.D. activities at the school level shall be determined by this committee.

ARTICLE F.14 CURRICULUM IMPLEMENTATION

1. A joint committee shall be struck for the purpose of consultation regarding all matters concerning the implementation of either provincial or local new curricula.
2. The membership of the committee shall comprise three KTTA appointees, the Superintendent or designate, one elementary administrator and one secondary administrator.
3. The KTTA shall appoint a Union representative to the Primary, Intermediate, and Graduation Program Steering Committees as a means of facilitating improved communication.
4. In order to increase the effectiveness of this committee, the members shall discuss and develop guidelines for its effective operation. The committee shall meet at the request of either party to discuss implementation of the new curricula.
5. The prime consideration of any implementation of new curriculum shall recognize the needs of the classroom teacher.

6. This committee shall consult with teachers in the district in order to determine the resources needed. Resources, and inservice planning identified by the committee as being required shall be considered by E.O.C. in support of the implementation.

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.12 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 "immediate family" in clause 1 above, shall incorporate any expanded definition of "immediate family" that may occur through legislative enactment.

[See also Article G.21 Compassionate Leave for short term compassionate leaves of up to three days.]

ARTICLE G.12 SICK LEAVE

1. Sick Leave means the period of time an employee is permitted to be absent from work at his/her regular rate of pay while ill, disabled, quarantined or because of an accident for which compensation is not payable under the Workers' Compensation Act. Sick Leave shall not be used when an employee is on an approved leave from the Board other than as specified in Article A.20 and A.21.
 - a. Sick Leave allowance means the number of days that an employee has been credited through service to the Board and for which he/she will be entitled to Sick Leave at his/her regular rate of pay.
 - b. Sick Leave allowance shall be credited to an employee on the basis of two (2) days for each full month of service taught with the Board. Employees working less than a full month shall be credited entitlements on a pro-rated basis.
2. Teachers in their first year of continued employment with the Board shall be allocated eight (8) days of Sick Leave entitlements for the period September to December in September and twelve (12) days for the period January to June in January.

3. In any one year when an employee has not used his/her Sick Leave allowance or has only used a portion of it, the entire unused allowance shall accumulate for his/her future use.
4. Deduction shall be made from Sick Leave allowance on the basis of one (1) day for one (1) working day (exclusive of holidays) of Sick Leave to a maximum of 120 days in any one school year.
 - a. An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness certifying that such employee is unable to carry out his/her duties due to such illness. Additional certifications may be required for lengthy absences.
 - b. When an employee is given leave of absence without pay for any reason or is laid off and returns to the service of the Board upon expiration of such leave of absence or layoff, he/she shall not receive Sick Leave allowance for the period of such absence but shall retain his/her cumulative allowance, if any, existing at the time of such leave or layoff.
 - c. A record of all unused Sick Leave allowance will be kept by the Board. The Board shall advise each employee of the amount of his/her accumulated Sick Leave allowance at the end of each month.
 - d. All Sick Leave credits are cancelled upon termination of employment.

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

ARTICLE G.13 RETURN TO WORK AFTER LONG-TERM ILLNESS

The Board will assist in the return to work of teachers absent due to a long-term illness as follows:

1. consider the teacher for teacher on call assignments upon the recommendation of a qualified physician;
2. with supporting documentation from a qualified physician the Board will place the employee in a reduced assignment where it is practicable;
3. an employee returning to a reduced assignment will be considered to be on sick leave for the difference between the agreed upon reduced assignment and their regular assignment.

ARTICLE G.14 SUPPLEMENTATION OF COMPENSATION AWARD

1. An employee prevented from performing his/her regular work with the Board on account of an occupational accident that is recognized by the Worker's Compensation Board as

compensable within the meaning of the Compensation Act, shall have deductions of that portion of the day not paid by the Workers' Compensation Board made from his/her sick leave allowance for each day the employee is entitled to Workers' Compensation.

2. The Board shall receive the Workers' Compensation cheque and shall pay the employee his/her regular rate. In the event an employee has not sufficient sick leave entitlement, the employee shall receive the Workers' Compensation cheque.
3. The Board shall continue to maintain the Employer's share of all benefits during the period of time that the teacher is unable to work and in receipt of Workers' Compensation Benefits.

ARTICLE G.15 MATERNITY/ADOPTION/PARENTAL LEAVE

1. Maternity, adoption and parental leave without pay shall be granted to an employee:
 - a. as provided for in Part 6 of the Employment Standards Act.
 - b. for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester.
2. Supplemental Unemployment Benefits on Maternity Leave:
 - a. When a pregnant teacher takes the maternity leave to which she is entitled pursuant to the Employment Standards Act, the Board shall pay the teacher:
 - i. 95% (ninety-five percent) of her current salary for the first two weeks of the leave which falls during times when school is in session;
 - ii. the difference between 95% (ninety-five percent) of her current salary and the amount of E.I. maternity benefits received by the teacher, for a further fifteen (15) weeks provided that period falls when school is in session.
3. Supplemental Unemployment Benefits on Parental/Adoption Leave:
 - a. Paid leave of up to two (2) days shall be granted an employee receiving an adopted child.
 - b. When a teacher takes the parental/adoptive leave to which he/she is entitled pursuant to the Employment Standards Act, the Board shall pay the teacher:
 - i. 75% (seventy-five percent) of his/her current salary for the first two weeks of the leave which falls during times when school is in session;
 - ii. the difference between 75% (seventy-five percent) of his/her current salary and the amount of E.I. parental/adoptive benefits received by the teacher, for a further ten (10) weeks provided that period falls when school is in session.

4. Return From Maternity / Adoption / Parental Leave

- a. An employee returning from maternity or adoption leave within the same school year shall be reassigned to the same position held prior to the leave.
 - i. An employee returning from extended maternity or adoption leave shall be assigned to a comparable position.
 - ii. In the event of circumstances beyond the employee's control, he/she may be permitted, based on the Board's requirements, to return to duty earlier than initially stated, but in any event no later than the commencement of the next school year.
 - iii. The combined term of extended maternity, adoption or parenthood leave, shall not exceed thirty (30) consecutive months.

5. Extension to Maternity / Adoption / Parental Leave

- a. An extension to maternity and adoption leave shall be granted by the Board without pay, or employee benefits:
 - i. to the end of the school year with seniority;
 - ii. for an additional twenty (20) months without seniority, provided that:
 1. extensions are requested in writing one (1) month in advance;
 2. return from leave coincides with the commencement of a school term or semester.

6. Use of Sick Leave

If at the end of the agreed upon leave, where the teacher returning from leave has been assigned to a position, the teacher is unable to return to duty because of ill health, she shall qualify for sick leave benefits previously accumulated.

ARTICLE G.16 PARENTHOOD LEAVE

1. Parenthood leave of up to one year, without pay, seniority, or employee benefits, shall be granted to an employee provided that such leave is requested in writing and coincides with the commencement of a term or semester.
2. In the event that the circumstances on which the leave was based change significantly, an employee may return to duty earlier than contemplated. The Board shall be notified at least twenty (20) working days prior to the revised date of return and such return shall coincide with the commencement of a term, semester or quarter.
3. Teachers who have been granted less than one (1) year leave shall return to the position they held prior to going on leave.

4. Teachers who have been granted one (1) year leave may return to the first available position to which they are qualified.

ARTICLE G.17 PATERNITY LEAVE

Upon notification to the Superintendent's office, up to two (2) days paid leave shall be granted to a father immediately following the birth of his child. Such leave must be taken no later than the arrival of the child at home.

ARTICLE G.18 JURY AND COURT WITNESS

The Board shall maintain the pay of an employee who is required to serve as a juror or subpoenaed as a court witness other than on his/her own behalf. The employee will pay the Board any monies received for jury service or as a court witness.

ARTICLE G.19 BEREAVEMENT LEAVE

1. Paid leave of up to three (3) days shall be granted to an employee in the event of the death of his/her parent, wife, husband, cohabitant, brother, sister, child, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law or grandchild, to a maximum of ten (10) days per year.
2. If bereavement is for a parent, spouse, brother or sister and requires travel outside of the Province of British Columbia, two (2) additional days shall be available.
3. Up to 1/2 day shall be allowed to attend a funeral as long as no replacement is required and it is approved by the school administration.

ARTICLE G.20 FAMILY ILLNESS

In the case of illness of an immediate family member (parent, spouse, cohabitant, child) residing at the employee's residence, and when no other person can provide for the needs of the ill person, an employee shall be entitled, after notifying his/her, school administrator, to use up to a maximum of three (3) days sick leave entitlements per illness, to a maximum of five (5) days per year.

ARTICLE G.21 COMPASSIONATE LEAVE

1. In the event of hospitalization or serious illness of a spouse, cohabitant, child or parent, where the medical practitioner requests the employee to be in attendance, an employee shall be allowed, after notifying his/her Administrative Officer, to use up to a maximum of one (1) day if in town and three (3) days if out of town per year and have such days deducted from sick leave entitlement.
2. The Employer may request that an employee provide a certificate from a duly qualified medical practitioner certifying the employee was unable to perform his/her duties due to personal or family member illness.

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

ARTICLE G.22 DISCRETIONARY LEAVE

1. Upon notification to his/her school administrator, an employee shall be granted two (2) days' leave for any purpose at the cost of a Teacher on Call as specified Article B.2 to attend to personal business.
2. An additional two (2) discretionary days shall be granted upon application to the Superintendent to those employees requesting time off during the school term to observe a non-Christian religious holiday.
3. An additional two (2) discretionary days shall be granted upon application to the Superintendent to employees to attend to the needs of an ill parent.

ARTICLE G.23 LEAVE FOR ELECTIVE OFFICE

1. When an employee is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, he or she shall be given a leave of absence, without pay, during the election campaign.
2. Should the employee be elected as an M.P. or M.L.A., he/she shall be granted a leave of absence without pay, seniority or employee benefits for a period of four (4) years.
3. Employees elected to municipal or regional boards shall be granted time off to attend to office responsibilities, and shall be deducted on the basis of 1/195ths of the annual salary for each day taken.

ARTICLE G.24 EXAMINATION AND CONVOCATION LEAVE

Up to two (2) days' paid leave may be granted to undergo an examination in a subject related to teaching or to receive a university degree.

ARTICLE G.25 SECONDMENT TO OTHER EDUCATION INSTITUTIONS

With thirty (30) days' notice, an employee shall be granted a leave of absence if seconded to work for either the Ministry of Education or a university or college in the Province of British Columbia. Employees shall not be granted leaves for longer than a two (2) year period under this article, and will not be entitled to benefit coverages, or sick leave provisions while on leave, but will retain all prior entitlements upon their return. On return to the district, the employee will be assigned to the same or a comparable position.

ARTICLE G.26 EDUCATIONAL LEAVE

1. Those teachers selected for sabbaticals by the Association shall be granted such leave with all costs borne by the Association. Teachers will earn experience and seniority while on educational leave.
2. Teachers selected to be on various district committees shall suffer no loss in pay, benefits or seniority when fulfilling such a request.
3. With prior approval of the Superintendent those teachers invited to participate as a guest speaker, workshop facilitator or conference organizer at an educational function, shall be granted leaves with pay up to a maximum of three (3) days per year. Any monies received as a result of this leave shall be returned to the district.

ARTICLE G.27 GENERAL LEAVES OF ABSENCE

1. Short-Term
 - a. The Employer shall grant short-term leaves of absence for periods of less than two (2) months without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause. Leave granted would be at no cost to the Board and employees would be deducted all employee benefit payments in addition to 1/195^{ths} of annual salary for each day taken.
 - b. On approval of the Superintendent, a leave of absence, as provided for in Article G.27 of this section, may be granted in addition to the time allowed for in Paternity Leave, Bereavement Leave, Family Illness, Compassionate Leave, Discretionary Leave, and Examination and Convocation Leave.

2. Long-Term

- a. Long-term leaves without pay shall be granted by the Employer for periods of two (2) months or greater, and up to two (2) years for any purpose other than to accept teaching employment elsewhere in other school districts within British Columbia, except where permission has been granted by the district Superintendent.
- b. Requests for long-term leaves will be considered by the Employer only if:
 - i. the employee has accumulated a minimum of three (3) years continuous service immediately prior to the leave period requested;
 - ii. the request is received thirty (30) days in advance;
 - iii. the commencement date of the leave coincides with the start of a school term or semester.
- c. In the event that the circumstances on which the leave was based change significantly, an employee may return to duty earlier than contemplated. The Board shall be notified at least twenty (20) working days prior to the revised date of return and such return shall coincide with the commencement of a term, semester or quarter.
- d. Teachers who have been granted less than one (1) year leave shall return to the position they held prior to going on leave.
- e. Teachers who have been granted one (1) to two (2) years leave may return to the first available position for which they are qualified. If the date of return does not coincide with the commencement of the school year, then the teacher may return to the first available term certain assignment subject to seniority and necessary qualifications. Priority when applying for positions under Article E.20.2.b for the following school year shall be equivalent to teachers returning from leave.
- f. Employees on leaves of absence may continue participation in employee benefits outlined in Article B.11 provided that:
 - i. the plans allow such participation;
 - ii. the participation is at no cost to the Employer;
 - iii. the employee maintains participation in all plans enrolled in prior to the leave.

LETTERS OF UNDERSTANDING/INTENT

LETTER OF INTENT NO. 1

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Formalization of Middle School Provisions

(Not applicable in School District No. 73)

LETTER OF UNDERSTANDING NO. 1

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

Re: Designation of Provincial and Local Matters

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

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

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

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

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

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

Appendix 1 PROVINCIAL MATTERS
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APPENDIX 1 – PROVINCIAL MATTERS

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

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

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

Section C — Employment Rights

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

Section D — Working Conditions

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

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

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

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

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

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

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

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

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

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

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

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

- 14. Correspondence Courses
 - 1.33 *Correspondence School*

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

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

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

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

Section E — Personnel Practices

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

3.44 *Employee Terminating Employment*

Section F — Professional Rights

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

Section G — Leaves of Absence

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

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

May 31, 1995 - Provincial

Appendix 2

LOCAL MATTERS

APPENDIX 2 – LOCAL MATTERS

Housekeeping - Form

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

Section A — The Collective Bargaining Relationship

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

Section B — Salary and Economic Benefits

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

Section D — Working Conditions

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

Section E — Personnel Practices

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

Section F — Professional Rights

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

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

Section G — Leaves of Absence

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

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

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

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

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

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

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”
President
BC Teachers’ Federation

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

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

Professional Development

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

Professional Development:

Language concerning the date that funds for professional development are to be made available in a district, reference to a "fund" for professional development purposes and the continued 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. 73)

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. 73)

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

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: One Time Payment to Teacher Inflation Adjustment Account

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

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

Original signed by:

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

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 8

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

1. Further to our discussions of June 25, 2006, we write to confirm that we have jointly agreed that effective July 1, 2007 or at an earlier time agreed to by the local and the employer, and continuing until 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, 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

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Rehabilitation Committee

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 10

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Benefits Review Committee

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

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 11

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

Re: 2008 Salary Harmonization

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

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 12

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

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

Remote Recruitment & Retention Allowance:

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

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

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 14

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

Re: Article B.12 Category 5+ Transitional Provisions

The parties agree to the following transitional provisions in implementing B.12 Category 5+:

1. Employees who have commenced studies, prior to September 1, 2007, for Category 5+ placement under the Previous Collective Agreement criteria as at June 30, 2007, shall have until June 30, 2011 to complete those studies and still qualify for Category 5+ placement under that criteria. The process for application for Category 5+ shall be as follows:
 - a. Upon completion of the studies for Category 5+ placement, the employee shall first apply and submit the proper documentation to TQS. Where TQS assigns Category 5+, the employee shall submit the Category 5+ TQS card to the employer pursuant to the Previous Collective Agreement.
 - b. Where TQS does not assign Category 5+, the employee shall then apply and submit the proper documentation, including proof of the date of commencement of studies, to the employer. The employer must be the same employer where the employee commenced the studies for Category 5+.
 - c. The employer shall evaluate the employee's application for Category 5+ placement pursuant to the Previous Collective Agreement criteria as at June 30, 2007. Where the employer assigns Category 5+, the employer shall so inform TQS.

Dated this 27th day of June, 2007

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 15

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

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

achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.

3. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
 - A combined total of up to 10 years of seniority can be ported.
 - No more than 1 year of seniority can be credited for any single school year.

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

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

Original Signed by:

Jacquie Griffiths
BC Public Employers' Association

Jim Iker
BC Teachers' Federation

January 14, 2008

January 21, 2008

LETTER OF UNDERSTANDING NO. 16

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

5. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed and considered at labour management.

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Original Signed by:

Jacquie Griffiths
BC Public Employers' Association

March 12, 2008

Irene Lanzinger
BC Teachers' Federation

March 13, 2008

LETTER OF UNDERSTANDING NO. 26

**BETWEEN:
THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 73 (KAMLOOPS / THOMPSON)
AND
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

Re: TERM CERTAIN / TEMPORARY APPOINTMENTS

To resolve the outstanding grievance regarding term certain/temporary appointments, the parties agree to the following:

1.
 - (a) The employer agrees to adopt the practice of automatically posting a position once two months has elapsed as a term certain position.
 - (b) It is understood the employer may post a position as a term certain position at any time earlier than two months.
 - (c) This agreement is reached on an interim basis, pending the conclusion of a first provincial collective agreement.
 - (d) This interim agreement would be without prejudice to that set of provincial negotiations and the positions of the provincial parties on this local matter.
 - (e) This agreement will end at the date of the signing of the first provincial agreement that covers appointment conditions on work for these members.
 - (f) The parties to this agreement agree that this interim agreement shall not be used at the provincial bargaining table to establish some kind of precedent as to appointment hours of work for certain numbers.
2. Affected individuals given temporary appointments of a duration in excess of two (2) months during the 1993/94 and 1994/95 school year would be given seniority recognition and placed on the recall list when they accumulate over ten (10) months of full time service in two or more temporary assignments after September 1, 1990.
3. The Association is prepared not to process grievance concerns from those members affected by this resolve under Article C.14.3 of the Collective Agreement.
4. The employer may withdraw a term certain posting if the absent teacher returns during the posting period. The posting period includes the five (5) days the position is posted and two (2) days in which to assign the successful applicant.

5. A term certain posting will be for a specified period of time or until the return of the teacher and seniority accumulated for re-engagement purposes will be calculated on that basis.

The above agreement reflects the intent(s) of both parties regarding the Collective Agreement clauses found in Article C.12 of the Collective Agreement.

Originally signed by

Originally signed by

The Board of School Trustees
School District No. 73 (Kamloops/Thompson)
on May 2, 1995

The Kamloops Thompson Teachers' Association
on May 2, 1995

Renewed November 25, 1996; Renewed November 14, 2000; Renewed November 2002

LETTER OF UNDERSTANDING NO. 27

**BETWEEN:
THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 73 (KAMLOOPS / THOMPSON)
AND
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

Re: COMMUNITY COUNSELLOR THERAPIST WORK YEAR

The parties agree to establish the Community Counsellor Therapist work year as follows:

- 1) a) This agreement is reached on an interim basis, pending the conclusion of first provincial collective agreement.
 - b) This interim agreement would be without prejudice to that set of provincial negotiations and the positions of the provincial parties on this local matter.
 - c) This agreement will end at the date of signing of the first provincial agreement that covers conditions of work for these members.
 - d) The parties to this agreement agree that this interim agreement shall not be used at the provincial bargaining table to establish some kind of precedent as to hours of work for certain members.
2. The interim hours of work provision is understood to be the complete job of these employees.
 3. To enable these employees to fulfill their duties, they would maintain flexible scheduling to approximate the established total hours of work for the school year.
 4. The parties agree the employees will determine the provisions of satisfactory arrangements to provide community support services as necessary during the school year.
 5. The parties agree that the counsellors being asked to work excessive hours during a work week be brought to the immediate attention of Mr. Spina, Director of Instruction, for review and adjustment.
 6. On the above basis, the parties agree that the work year for these employees for the 1995/96 school year will be one thousand six hundred (1,600) hours of work.

Originally signed by
The Board of School Trustees
School District No. 73 (Kamloops/Thompson)
on May 2, 1995

Originally signed by
The Kamloops Thompson Teachers' Association
on May 2, 1995

Renewed November 25, 1996; Renewed November 14, 2000; Renewed November 2002

LETTER OF UNDERSTANDING NO. 28

**BETWEEN:
THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 73 (KAMLOOPS / THOMPSON)
AND
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

**Re: SPEECH & LANGUAGE PATHOLOGIST WORK YEAR NORTH
THOMPSON**

This will confirm the agreement between the parties to the Collective Agreement that the work year for the position of Speech and Language Pathologist located in Clearwater will be the same as those contained in the current Letter of Understanding covering the position of Community Counsellor Therapist, attached for reference.

Originally signed by
The Board of School Trustees
School District No. 73 (Kamloops/Thompson)
on February 13, 1998

Originally signed by
The Kamloops Thompson Teachers' Association
on February 13, 1998

Renewed November 14, 2000; Renewed November 2002

LETTER OF UNDERSTANDING NO. 29

**BETWEEN:
THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 73 (KAMLOOPS / THOMPSON)
AND
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

**Re: RESOURCE MANAGEMENT PROGRAM POSITION WORK YEAR
MODIFICATION**

The parties to the Collective Agreement agree on a one time only exceptional basis to modify the work year for the 1995/1996 school term for the teacher employed in the Resource Management Program.

The teacher will commence work on August 2, 1995 and work the month of August and will be given equivalent time off in lieu during the 1995/1996 school term to be agreed upon between the Employee and the Administrator which may include blocks of time.

All other terms and conditions of the Collective Agreement remain unchanged.

Originally signed by
The Board of School Trustees
School District No. 73 (Kamloops/Thompson)
on March 31, 1995

Originally signed by
The Kamloops Thompson Teachers' Association
on March 31, 1995

Renewed November 25, 1996; Renewed November 14, 2000; Renewed November 2002

LETTER OF UNDERSTANDING NO. 30

**BETWEEN:
THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 73 (KAMLOOPS / THOMPSON)
AND
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

Re: CONTRACTING OUT

The Board and the Association agree that the following services are to be contracted out:

- a) Giant Steps
A highly specialized program for autistic children to develop readiness skills for school entry.
- b) Child Development Centre
Specialized program for pre-school children with severe developmental delays to develop readiness skills for school entry.
- c) Crestline Daycare – Private
Program for pre-school children to develop readiness skills for school entry.
- d) Early Intervention Program – Ministry of Social Services and Housing -
Kamloops Youth Resources Society
Program for behaviour disordered pre-schoolers.
- e) Cariboo College Daycare – Ministry of Social Services and Housing
Program for pre-school children with developmental delays to develop readiness for school entry.
- f) Contract with Adams Lake Indian Band to provide Shuswap Language and Cultural Program in Chase Schools.

Originally signed by
The Board of School Trustees
School District No. 73 (Kamloops/Thompson)
on June 23, 1993

Originally signed by
The Kamloops Thompson Teachers' Association
on June 23, 1993

Renewed November 25, 1996; Renewed November 14, 2000; Renewed November 2002

LETTER OF UNDERSTANDING NO. 31

**BETWEEN:
THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 73 (KAMLOOPS / THOMPSON)
AND
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

Re: SALARY GRID MODIFICATIONS

1. Effective July 1st, 1993, the parties agree that all teachers will be placed on the salary grid based on their years of experience and category inclusive of all years of service both within and outside the District.
2. Teachers presently receiving Category 2 and Category 3 salaries shall continue in these categories and receive appropriate experience recognition.
3. At such time when there are no longer any teachers receiving Category 2 or Category 3 salaries, these categories shall be removed from the grid.

Originally signed by

The Board of School Trustees
School District No. 73 (Kamloops/Thompson)
on June 23, 1996

Originally signed by

The Kamloops Thompson Teachers' Association
on June 23, 1996

Renewed November 25, 1996; Renewed November 14, 2000; Renewed November 2002

LETTER OF UNDERSTANDING NO. 32

**BETWEEN:
THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 73 (KAMLOOPS / THOMPSON)
AND
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION
Re: SALARY INCREMENTS FOR PART-TIME TEACHERS**

It is agreed that part-time teachers will earn an increment per year but shall be paid the percentage of the increment equal to the percentage of time worked. This payment method is illustrated in the example below.

Year 1	.2	.2 of 32,026	= \$6,405.20
Year 2	.2	.2 of 32,026 + 265.20 = 32,291.20 x .2 (.2 of \$1,326.00 = 265.20 – which is the full amount of the increment to the next step)	= \$6,458.24
Year 3	.2	.2 of 32,026 + 530.40 (.4) = 32,556.40 x .2	= \$6,511.28
Year 4	.2	.2 of 32,026 + 795.60 (.6) = 32,821.60 x .2	= \$6,564.32
Year 5	.2	.2 of 32,026 + 1,060.80 (.8) = 33,086.80 x .2	= \$6,617.36
Year 6	.2	.2 of next increment step (33,452)	= \$6,690.40
OR			
Year 5	.4	.4 of 32,026 + 1,060.80 = 33,086.80 x .4 until full increment is reached by mid-year and then salary will become .4 of \$33,452 = \$13, 380.80	= \$13,234.72
Year 6	1.0	33,352 PLUS credit of 2 months toward next Increment step; prior to year end, or when 10 months of experience accumulated moves to next increment step of 34,879. From this date onward, the increment kicks in on the day 10 months was reached.	

Part-time teachers will receive a partial increase to their increment on the anniversary date of their hiring. When a full increment is achieved, a full increment will be paid and that date will become the new anniversary date for partial increments.

Originally signed by
The Board of School Trustees
School District No. 73 (Kamloops/Thompson)
on June 23, 1993

Originally signed by
The Kamloops Thompson Teachers' Association
on June 23, 1993

Renewed November 25, 1996; Renewed November 14, 2000; Renewed November 2002

LETTER OF UNDERSTANDING NO. 33

**BETWEEN:
THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 73 (KAMLOOPS / THOMPSON)
AND
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION
Re: TEACHER ON CALL RATE OF REIMBURSEMENT**

The KTTA and the Board agree to annually review the teacher-on-call rate of reimbursement and will consider changes in the salary grid, any negotiated increases, or statutory changes.

The parties agree in principle to a "flat rate" and agree that it shall be calculated as an average of each category as outlined in the sample proposal of December 15, 1992.

The flat rate calculation will include:

- Average TOC salary (as in paragraph 2 above)
- + 3% in lieu of benefits
- + 3.36% EI (Year 2000)
- + 3.53% CPP employer rate for 2000

This flat rate will be effective July 1, 1992 (Updated calculations are found in Appendix A, Page 4)

			Grid Average		Day 1,2,3 Daily @ 1/260
EB	MIN	38705	43345.5	@ 1/260	166.71
	MAX	47986			
PC	MIN	39420	45566	@ 1/260	175.25
	MAX	51712			
PB	MIN	43580	51348	@ 1/260	197.49
	MAX	59116			
PA	MIN	46975	55675	@ 1/260	214.90
	MAX	64775			
				Total	<u>754.35</u>

Average = 1/4 th above	188.59
ADD:	
3% in lieu benefits	<u>5.66</u>
Gross	194.25
CPP = 3.53 % (yr 2000)	6.86
EI = 2.4 x 1.4 = 3.36% ("")	6.53
Teacher on call Flat Rate	<u><u>207.64</u></u>

Updated calculations found in Appendix A

Originally signed June 23, 1993
Renewed November 25, 1996
Renewed November 14, 2000
Renewed November, 2002

LETTER OF UNDERSTANDING NO. 34

**BETWEEN:
THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 73 (KAMLOOPS / THOMPSON)
AND
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

Re: LATERAL TRANSFERS

Direct exchanges between two teachers with similar assignments are permitted. Teachers who are interested in such a transfer must notify the Superintendent's office prior to May 30th. These exchanges are subject to the agreement of the teachers involved, his/her school principal and the District office; requests shall not be unreasonably denied. In the event that the lateral transfer is not acted upon, the affected teachers shall be notified with reasons in writing.

Originally signed by
The Board of School Trustees
School District No. 73 (Kamloops/Thompson)
on June 23, 1993

Originally signed by
The Kamloops Thompson Teachers' Association
on June 23, 1993

Renewed November 25, 1996; Renewed November 14, 2000; November 2002

LETTER OF UNDERSTANDING NO. 35

**BETWEEN:
THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 73 (KAMLOOPS / THOMPSON)
AND
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

**Re: KAMLOOPS COMMUNITY LEARNING CENTRE
WORK YEAR MODIFICATION**

The parties to the Collective Agreement agree that the Kamloops Community Learning Centre (including the Virtual School) will operate on a twelve (12) month basis.

The work of teachers associated with the programs operating on a twelve month basis shall be governed by all the terms and conditions of the Collective Agreement, including hours of work/instructional time, days worked in the instructional year, and class size/class composition/workload provisions.[Effective September 1, 2002 there are no class size/class composition provisions in the collective agreement.]

In no case shall a teacher covered by this LOU be required to work more than 195 days (inclusive of NIDs) nor shall any teacher be required to work during regular mid year vacations (Christmas and Spring breaks).

Other vacation periods shall be not less than two (2) weeks in duration. The employer shall not deny any employee the right to use all such vacation time in one contiguous block of time.

The scheduling of work/holiday time is subject to the agreement of the Board, the Kamloops Thompson Teachers' Association and the teachers involved. Essentially, the scheduling of work/holiday time shall be done collaboratively by the teachers involved, subject to program operational needs, with seniority being the determining factor in cases of dispute.

The parties agree to review and, if necessary, renegotiate the terms of this LOU annually, prior to December 31 of each year.

Originally signed by
The Board of School Trustees
School District No. 73 (Kamloops/Thompson)
June 22, 1999

Originally signed by
The Kamloops Thompson Teachers' Association
June 22, 1999

Originally signed by
The British Columbia Teachers' Federation
on June 22, 1999

Originally signed by
The British Columbia Public
School Employers' Association
on June 22, 1999

Renewed November 14, 2000;

LETTER OF UNDERSTANDING NO. 36

BETWEEN:
THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 73 (KAMLOOPS / THOMPSON)
AND
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)
AND
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION
AND
BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Elimination Of Bands

With general agreement between the parties to eliminate "bands" as noted in Article E.12 and Article C.3.1.c, the parties are in agreement that the following are interpretations to relevant provisions in Articles C.2, C.3, and E.20:

1. All teachers appointed by the Board shall be appointed as either full-time or part-time.
2. Transfer – part-time teachers who wish to transfer to increase their percentage of FTE will be treated on the same priority basis as teachers who have held a position in their current school for three years or more and who have requested a transfer.
3. Recall – part-time teachers who wish to increase their percentage of FTE will be treated on the same priority basis as teachers on the re-engagement list.
4. In-school assignment changes – part-time teachers may accept additional part-time positions through in-school assignment changes.
5. Vacancies – part-time teachers who apply for other part-time vacancies that do not conflict with their current part-time assignment shall be awarded the additional part-time assignment on the basis of the necessary qualifications and the greatest seniority.
6. Part-time teachers declared surplus to the projected needs of the school shall retain their right to current FTE plus or minus 0.2 subject to the following:
 - a. no further reduction without mutual agreement of the parties.
 - b. A part-time teacher may accept a greater or lesser FTE.
 - c. part-time teachers who accept a reduced assignment are considered on leave of absence for the balance of their assignment.
 - d. Part-time teachers who accept a reduced assignment can increase their assignment as per #5 above.
 - e. Part-time teachers who have the least seniority may be sent "intent to lay off" notices.

7. Seniority will be calculated on an aggregate basis as at present.
8. Teachers on the re-engagement list shall be listed in decreasing order of seniority.
9. The board shall send electronic notification of postings of all teachers on the re-engagement list who request the same.

Both parties are committed to work to ensure that this language reflects the processes being practiced and to address all concerns that arise based on the premise of fairness.

Originally Signed by
Board of School Trustees
School District No. 73 (Kamloops/Thompson)
April, 2009

Originally Signed by
Kamloops Thompson Teachers' Association
April, 2009

Originally Signed by
British Columbia Public School Employers'
Association (BCPSEA)
April, 2009

Originally Signed by
British Columbia Teachers' Federation (BCTF)
April, 2009

MEMORANDUM OF AGREEMENT NO. 10

**BETWEEN:
THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 73 (KAMLOOPS / THOMPSON)
AND
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

Re: AMALGAMATION

On December 2, 1996, School District No. 24 (Kamloops) amalgamated with School District No. 26 (North Thompson) to form School District No. 73 (Kamloops/Thompson). The parties agree to the consolidation of the bargaining units as follows:

1. The terms of this Memorandum of Agreement will take effect upon ratification by the Board, KDTA and NTTA subject to ratification by BCPSEA and BCTF.
2. The employees employed by the former School District No. 26 (North Thompson) will consolidate with the employees employed by the former School District No. 24 (Kamloops) and will be covered under all the terms and conditions of employment that are in existence for the former School District No. 24 (Kamloops) employees.
3. Notwithstanding the aforementioned, those employees of the former School District No.26 (North Thompson) will be entitled to the following provisions:
 - (a) Carry their seniority years of service with them and be placed in the applicable spot on the former School District No. 24 (Kamloops) seniority list. Refer to Attachment "A" – School District No. 26 Seniority List date 1996.09.01.

For the purposes of initial placement of teachers in the former School District No. 26, calculation of seniority shall be as follows:

The years of service will be calculated as of March 31, 1997. The years of service will be subtracted (backed up) from March 1, 1997 to determine the seniority date. Seniority dates thus calculated will be blended with the existing seniority list of the former School District No. 24 (Kamloops).

Appeals: Following ratification by the local parties an appeal period of fifteen (15) days will exist to address any employee's concerns. Appeals of the initial placement on the seniority list will be adjudicated by a Joint Committee consisting of one (1) member each from the KDTA, NTTA and School District No. 73.

- (b) Be considered employees of an outlying area under the layoff provisions.

i.e. for the purposes of determining which employees shall be laid off, the employee unit shall be defined as the School District. The manner by which layoff shall be applied shall be the reverse order of seniority, subject only to necessary qualifications for the position available. All positions in outlying schools shall be by-passed, subject to appeal.

(c) Teachers working at Blue River will receive an isolation allowance of:

\$574 in Year 1
\$626 in Year 2 and each year thereafter.

(d) On Board initiated reassignments to and from Blue River which result in a change of residence, the Board may relocate the household and personal effects of the teacher using District personnel. If this is not practical, the Board agrees to pay legitimate expenses as mutually agreed beforehand by the Secretary-Treasurer and the teacher. When the Board chooses to use District personnel, the Board shall be responsible for any loss or damage during the relocation.

(e) Agreement to include a provision for Star Lake Campus under the Special Program Hours of Work provision in Article IX.3.3.3. of the Kamloops Agreement.

(f) Teachers on Call who are assigned to an area outside their place of residence will receive the following return trip rate in lieu of mileage:

Barriere to Clearwater	\$25
Kamloops to Clearwater	\$50
Clearwater to Blue River	\$50

(g) The Early Retirement Incentive Plan provisions of the former NTTA agreement will terminate for North Thompson employees on June 30, 1998.

(h) Until replaced through provincial negotiations, the following provisions of the former NTTA agreement will continue for North Thompson teachers on the seniority list dated March 31, 1997 and currently employed T.O.C.'s as of March 31, 1997. (Refer to Attachment "B")

- i. Professional Development Article F.2.2 (a) + (b)
- ii. Personal Leave Article G.14.4
- iii. First Aid Article B.12.1(a) and Article B12.1(b)
- iv. Elementary Prep Time Article D.12.3
- v. Allowances Article B.8
- vi. Department Heads Article B.10
- vii. Maintain salary scales in effect in the former School District No. 26.
- viii. Maintain T.O.C. rates Article B.5.1

(i) The parties agree to review the benefit coverages presently in place for North Thompson employees and to recommend changes to the principals of this agreement by October 1, 1997.

Maintain all of Article B. 13 (former NTTA agreement) while a Joint Committee consisting of one (1) member each from KDTA, NTTA and School District No. 73 meets to investigate the possibility of common carriers with the understanding that there will be no losses to the members of the NTTA and KDTA.

It is understood that if a former School District No. 26 employee willingly posts into a position that was previously a School District No. 24 position, that they will be paid as per the former School District No. 24 agreement.

Originally signed by
The Board of School Trustees
School District No. 73 (Kamloops/Thompson)
On March 25, 1997

Originally signed by
The Kamloops District Teachers' Association
On March 25, 1997

Originally signed by
The North Thompson Teachers' Association
On March 25, 1997

ATTACHMENT A

Posted: Administration, Blue River, CSS, NTTA, Dutch Lake, Star Lake, Raft River, Vavenby

	Name	Start Date	Seniority Yrs/Service		Name	Start Date	Seniority Yrs/Service
1.	Capps, Jean	67-09-01	29.00	39.	Smith, Joan	75-07-01	13.71
2.	Frasch, Vicki	63-09-01	29.00	40.	Nelson, Lori	86-09-01	9.63
3.	Wright, Lorne	68-09-01	28.00	41.	Pickering, Laura	76-04-01	8.32
4.	Allan, Doreen	71-09-01	25.00	42.	Reusse, Manfred	88-07-01	8.00
5.	Whitelaw, Bruce	72-09-01	24.00	43.	Gilker, Michael	88-09-01	8.00
6.	Sakals, Les	73-09-01	23.00	44.	Mullen, Debra	88-09-01	7.80
7.	Morden, Wes	73-09-01	23.00	45.	Clark, Pamela	89-09-01	7.00
8.	Leonard, Dennis	74-01-01	22.60	46.	Filipchuk, Steve	87-07-01	7.00
9.	Walling, Jan	73-09-01	22.00	47.	Coleman, Donna	74-09-01	6.73
10.	Coleman, Dan	75-09-01	21.00	48.	Buck, Tracy	90-09-01	6.00
11.	Sandhu, Avtar	75-09-01	21.00	49.	Buck, Brent	84-11-01	5.34
12.	Hay, Debbie	76-09-01	20.00	50.	Bishop, Dianne	75-09-01	4.80
13.	Smith, Rick	76-09-01	20.00	51.	Kienlein, Rick	92-09-01	4.00
14.	Young, Sharon	76-09-01	20.00	52.	Paccagnella, Maria	93-09-01	3.00
15.	Christianson, Penny	73-09-01	19.87	53.	Peelzer, Don	93-09-27	2.70
16.	Bishop, Lloyd	75-09-01	19.85	54.	Wright, Joanne	89-09-01	2.48
17.	Weaver, Louise	74-09-01	19.52	55.	Wildeman, Marlene	93-09-23	2.47
18.	Tanega, Prem	77-05-01	19.16	56.	Chumola, Debbie	93-09-01	2.41
19.	Shipley, Judith	77-09-01	19.00	57.	Zsednai, Jim	94-09-01	2.00
20.	Rexin, Robyn	77-09-01	19.00	58.	Gayton, Randel	94-09-01	2.00
21.	Seagle, Bob	77-09-01	19.00	59.	Barnes, Charlene	94-09-01	2.00
22.	Olson, Jane	78-09-01	17.50	60.	Turner, Darby	94-09-01	2.00
23.	Crollin, Robert	71-09-01	17.00	61.	Geisbrecht, Marie	94-09-01	1.99
24.	Dawe, Hazel	79-09-01	17.00	62.	Eredies, Nicole	93-10-13	1.87
25.	Galvin, Chuck	79-09-01	17.00	63.	Whelen, David	95-09-01	1.00
26.	Ross, Leslie	79-09-01	17.00	64.	deBruijn, Jeest	95-03-01	.99
27.	Blouin, Marilyn	79-09-01	17.00	65.	Turner, Reger	95-02-06	.85
28.	Janicki, Phil	79-09-01	17.00	66.	Larson, Crystal	95-11-28	.63
29.	Cumming, Robert	79-09-01	17.00	67.	Gormley, Gracy	91-09-01	.62
30.	Smith, Linda	79-09-01	17.00	68.	Furlan, Rob	95-03-01	.50
31.	Toman, Elizabeth	79-11-06	16.78	69.	Peelzer, Tracy	95-01-03	.43
32.	Link, Katrina	80-09-01	16.00	70.	McQuarrie, Sheila	95-11-15	.25
33.	Pastorek, Carol	80-09-01	16.00	71.	Baker, Diana	96-02-12	.20
34.	Walker, John	81-09-01	15.00	72.	Barnes, Adrian	95-05-09	.17
35.	Pelton, Lori	81-09-01	15.00	73.	Morrison, Liz	95-09-18	.06
36.	Gapps, Carl	81-06-01	14.95	74.	Lutick, Howard	96-09-01	
37.	White, Sheena	81-11-09	14.62	75.	Persad, Peter	96-09-01	
38.	Ritcey, Brenda	82-01-01	14.20				

ATTACHMENT B

NTTA COLLECTIVE AGREEMENT

PROFESSIONAL DEVELOPMENT

ARTICLE F.2.2

a. Board Contribution

The Board shall pay by October 1st of each year into an NTTA established Professional Development fund, the sum of \$775.00 per F.T.E. for professional development. This fund will be increased annually by the same percentage increase negotiated for the salary grid. The purpose of this fund is to enhance professional development experiences over the course of a teacher's career.

b. Surplus Deficit

If a surplus remains in an individual teacher's account at the end of the school year, this will accumulate for three (3) years. Any excess over the three-year amount shall revert to the Board.

PERSONAL LEAVE

ARTICLE G.14.4

Any teacher is entitled, without explanation of the reason, to personal leave which shall be granted by the Superintendent according to the following provisions:

- a. As of 1992-09-01 each teacher shall receive two (2) personal leave days per annum plus accumulated leave days.
- b. Personal leave days unused at June 30 may be accumulated to a maximum of five (5) days.
- c. Personal leave days remaining shall be stated monthly on pay slips.
- d. Part-time teachers shall accumulate personal leave days on a pro rata basis and be paid on a pro rata basis.

ALLOWANCES

ARTICLE B.8

In addition to salary entitlement as determined by the salary grid, the following allowances apply:

Administrative Assistant Vavenby
Administrative Assistant Dutch Lake
Administrative Assistant Raft River
District Elementary Librarian 4.5% PB Max.

District Counsellor 4.5% PB Max.
Head Teacher 4.5% PB Max.
Co-ordinator 12.5% PB Max

DEPARTMENT HEADS

ARTICLE B. 10

Should department heads be appointed pursuant to Board Policy, the allowances paid to each department head shall be 4.5% PB Max.

BENEFITS

ARTICLE B. 13

13.1 The following benefit plans shall be provided with cost sharing for full-time teachers as stated. Benefit costs for part-time teachers will be shared in proportion to their time worked.

- a) Medical Services Plan of B.C.
The Board shall pay full costs of the Provincial Medical Plan.
- b) Extended Health Benefits
The Board shall pay the full costs of the plan through C.U.&C.
- c) Dental Plan
The C.U.&C. Plan in effect shall be compulsory for all eligible employees.
The Board shall pay the full costs of the plan.
- d) Group Life Insurance Plan
The current BCTF/BCSTA group life plan "B" shall be compulsory for all employees. The Board shall pay the full costs of this plan for full and part-time employees.
- e) Benefit Continuance
 - i) In the case of an employee's absence due to illness, the Employer contributions will be paid for a maximum of two years following the expiry of short-term salary indemnity.
 - ii) A member shall have access to the benefit plans providing they are on leave from the district and providing this is allowed by the plans.
- f) Death Benefits
 - i) The Board shall continue to provide the medical, extended health, and dental benefits maintained by the teacher at the time of death, for a period of six (6) months after the death of the teacher. The dependents shall be notified in writing of the terms of this provision when severance and benefits are paid.
 - ii) The Board shall pay to the deceased teacher's estate a sum equivalent to 1% of the current annual salary to a maximum of \$5,000.

- g) Employee Family Assistance Plan
The Board shall pay the full costs of the Employee Family Assistance Plan.

13.2 Carriers of benefits shall be changed only with the mutual consent of the Board and the association.

FIRST AID

ARTICLE B.

12.1a The reimbursement of course fees upon successful completion of the course

12.1b A bonus payment of \$1000 for earning an "A" certificate, \$700 for a "B" and \$400 for a "C".

ELEMENTARY PREPARATION TIME

ARTICLE D.

12.3 Each full-time regular classroom elementary teacher shall be entitled to ninety (90) minutes of preparation time per five-day week. Part-time teachers will receive pro-rated preparation time.

APPENDIX A SALARY SCHEDULES

Kamloops Teachers Salary Grid 31-Mar-06

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 42,451	\$ 46,932	\$ -	\$ 50,587
1	\$ 44,342	\$ 49,023	\$ -	\$ 52,983
2	\$ 46,233	\$ 51,114	\$ -	\$ 55,380
3	\$ 48,124	\$ 53,205	\$ -	\$ 57,775
4	\$ 50,015	\$ 55,297	\$ -	\$ 60,172
5	\$ 51,906	\$ 57,388	\$ -	\$ 62,568
6	\$ 53,797	\$ 59,479	\$ -	\$ 64,963
7	\$ 55,688	\$ 61,570	\$ -	\$ 67,360
8		\$ 63,662		\$ 69,755
9				
10				

North Thompson (Clearwater) Teachers Salary Grid 31-Mar-06

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 39,035	\$ 41,741	\$ 43,353	\$ 44,478
1	\$ 41,495	\$ 44,675	\$ 46,226	\$ 47,255
2	\$ 43,956	\$ 47,608	\$ 49,100	\$ 50,033
3	\$ 46,418	\$ 50,542	\$ 51,974	\$ 52,810
4	\$ 48,878	\$ 53,474	\$ 54,846	\$ 55,587
5	\$ 51,339	\$ 56,409	\$ 57,719	\$ 58,365
6	\$ 53,799	\$ 59,342	\$ 60,593	\$ 61,141
7	\$ 56,260	\$ 62,276	\$ 63,465	\$ 63,919
8	\$ 58,720	\$ 65,209	\$ 66,339	\$ 66,696
9			\$ 69,212	\$ 69,473
10				

**Kamloops Teachers Salary Grid
1-Apr-06**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 42,451	\$ 46,932	\$ 49,637	\$ 50,587
1	\$ 44,445	\$ 49,080	\$ 52,016	\$ 53,047
2	\$ 46,438	\$ 51,228	\$ 54,395	\$ 55,508
3	\$ 48,432	\$ 53,376	\$ 56,774	\$ 57,968
4	\$ 50,426	\$ 55,524	\$ 59,153	\$ 60,428
5	\$ 52,420	\$ 57,672	\$ 61,532	\$ 62,888
6	\$ 54,413	\$ 59,820	\$ 63,911	\$ 65,349
7	\$ 56,407	\$ 61,968	\$ 66,290	\$ 67,809
8		\$ 64,116	\$ 68,669	\$ 70,269
9				
10				

**North Thompson (Clearwater) Teachers Salary Grid
1-Apr-06**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	-		-	-
1	-		-	-
2	-		-	-
3	-	\$ 53,786	-	-
4	-	\$ 56,071	-	-
5	-	\$ 58,355	-	-
6	-	\$ 60,640	-	-
7	-	\$ 62,924	-	-
8	\$ 58,720	\$ 65,209	-	-
9			\$ 69,212	-
10				

**Kamloops Teachers Salary Grid
1-Jul-06**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 43,512	\$ 48,105	\$ 50,878	\$ 51,852
1	\$ 45,556	\$ 50,307	\$ 53,316	\$ 54,373
2	\$ 47,599	\$ 52,509	\$ 55,755	\$ 56,895
3	\$ 49,643	\$ 54,710	\$ 58,193	\$ 59,417
4	\$ 51,687	\$ 56,912	\$ 60,632	\$ 61,939
5	\$ 53,730	\$ 59,114	\$ 63,070	\$ 64,460
6	\$ 55,774	\$ 61,316	\$ 65,509	\$ 66,982
7	\$ 57,817	\$ 63,517	\$ 67,947	\$ 69,504
8		\$ 65,719	\$ 70,386	\$ 72,026
9				
10				
Increment	2,043	2,202	2,439	2,522

**North Thompson (Clearwater) Teachers Salary Grid
1-Jul-06**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1				
2				
3		\$ 55,131	\$ 58,193	\$ 59,417
4		\$ 57,472	\$ 60,632	\$ 61,939
5		\$ 59,814	\$ 63,070	\$ 64,460
6		\$ 62,156	\$ 65,509	\$ 66,982
7		\$ 64,497	\$ 67,947	\$ 69,504
8	\$ 60,188	\$ 66,839	\$ 70,386	\$ 72,026
9			\$ 70,942	
10				

**Kamloops Teachers Salary Grid
1-Jul-07**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 44,600	\$ 49,308	\$ 52,150	\$ 53,148
1	\$ 46,695	\$ 51,565	\$ 54,649	\$ 55,733
2	\$ 48,789	\$ 53,821	\$ 57,149	\$ 58,318
3	\$ 50,884	\$ 56,078	\$ 59,648	\$ 60,902
4	\$ 52,979	\$ 58,335	\$ 62,148	\$ 63,487
5	\$ 55,073	\$ 60,592	\$ 64,647	\$ 66,072
6	\$ 57,168	\$ 62,848	\$ 67,147	\$ 68,657
7	\$ 59,263	\$ 65,105	\$ 69,646	\$ 71,242
8		\$ 67,362	\$ 72,146	\$ 73,826
9				
10				

**North Thompson (Clearwater) Teachers Salary Grid
1-Jul-07**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1				
2				
3		\$ 56,509	\$ 59,648	\$ 60,902
4		\$ 58,909	\$ 62,148	\$ 63,487
5		\$ 61,309	\$ 64,647	\$ 66,072
6		\$ 63,710	\$ 67,147	\$ 68,657
7		\$ 66,110	\$ 69,646	\$ 71,242
8	\$ 61,693	\$ 68,510	\$ 72,146	\$ 73,826
9			\$ 72,716	
10				

**Kamloops Teachers Salary Grid
1-Jul-08**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 45,715	\$ 50,541	\$ 53,453	\$ 54,477
1	\$ 47,862	\$ 52,854	\$ 56,015	\$ 57,126
2	\$ 50,009	\$ 55,167	\$ 58,577	\$ 59,776
3	\$ 52,156	\$ 57,480	\$ 61,139	\$ 62,425
4	\$ 54,303	\$ 59,793	\$ 63,701	\$ 65,074
5	\$ 56,450	\$ 62,106	\$ 66,263	\$ 67,724
6	\$ 58,597	\$ 64,420	\$ 68,825	\$ 70,373
7	\$ 62,567	\$ 66,733	\$ 71,387	\$ 73,023
8		\$ 71,117	\$ 76,168	\$ 77,942
9				
10				

**North Thompson (Clearwater) Teachers Salary Grid
1-Jul-08**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1				
2				
3		\$ 57,922	\$ 61,139	\$ 62,425
4		\$ 60,382	\$ 63,701	\$ 65,075
5		\$ 62,842	\$ 66,263	\$ 67,723
6		\$ 65,302	\$ 68,825	\$ 70,373
7		\$ 67,763	\$ 71,387	\$ 73,023
8	\$ 64,816	\$ 71,979	\$ 76,168	\$ 77,942
9			\$ 76,397	
10				

**Kamloops Teachers Salary Grid
1-Jul-09**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 46,858	\$ 51,804	\$ 54,790	\$ 55,839
1	\$ 49,059	\$ 54,175	\$ 57,416	\$ 58,554
2	\$ 51,259	\$ 56,546	\$ 60,042	\$ 61,270
3	\$ 53,460	\$ 58,917	\$ 62,668	\$ 63,986
4	\$ 55,661	\$ 61,288	\$ 65,294	\$ 66,701
5	\$ 57,861	\$ 63,659	\$ 67,920	\$ 69,417
6	\$ 60,062	\$ 66,030	\$ 70,546	\$ 72,133
7	\$ 64,131	\$ 68,401	\$ 73,172	\$ 74,848
8		\$ 72,895	\$ 78,072	\$ 79,891
9				
10				

**North Thompson (Clearwater) Teachers Salary Grid
1-Jul-09**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1				
2				
3		\$ 59,370	\$ 62,667	\$ 63,986
4		\$ 61,891	\$ 65,294	\$ 66,702
5		\$ 64,413	\$ 67,919	\$ 69,416
6		\$ 66,935	\$ 70,546	\$ 72,132
7		\$ 69,457	\$ 73,171	\$ 74,848
8	\$ 66,436	\$ 73,778	\$ 78,072	\$ 79,891
9			\$ 78,307	
10				

**Kamloops Teachers Salary Grid
1-Jul-10**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 47,795	\$ 52,840	\$ 55,885	\$ 56,955
1	\$ 50,040	\$ 55,259	\$ 58,564	\$ 59,725
2	\$ 52,285	\$ 57,677	\$ 61,243	\$ 62,495
3	\$ 54,529	\$ 60,095	\$ 63,921	\$ 65,265
4	\$ 56,774	\$ 62,514	\$ 66,600	\$ 68,035
5	\$ 59,019	\$ 64,932	\$ 69,278	\$ 70,805
6	\$ 61,263	\$ 67,351	\$ 71,957	\$ 73,575
7	\$ 65,414	\$ 69,769	\$ 74,635	\$ 76,345
8		\$ 74,353	\$ 79,633	\$ 81,489
9				
10				

**North Thompson (Clearwater) Teachers Salary Grid
1-Jul-10**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1				
2				
3		\$ 60,557	\$ 63,921	\$ 65,265
4		\$ 63,129	\$ 66,600	\$ 68,036
5		\$ 65,701	\$ 69,278	\$ 70,805
6		\$ 68,274	\$ 71,957	\$ 73,575
7		\$ 70,846	\$ 74,635	\$ 76,345
8	\$ 67,765	\$ 75,254	\$ 79,633	\$ 81,489
9			\$ 79,873	
10				

APPENDIX B TEACHER ALLOWANCES

School District No.73 (Kamloops/Thompson) Teacher Allowances (amended July 2008)

Description	30-Jun-06	1-Jul-06	1-Jul-07	1-Jul-08	1-Jul-09	1-Jul-10	Notes
Recruitment and Retention				2,200	2,255	2,300	Vavenby, Blue River, Brennan Creek
One Room Upgraded	2,257	2,314	2,372	2,432	2,493	2,543	
District Counsellor	6,000	6,150	6,304	6,462	6,624	6,757	
District Coordinators	4,799	4,919	5,042	5,169	5,299	5,405	
Diploma Bonus	1,000	1,025	1,051	1,078	1,105	1,128	
Isolation Allowance	1,032	1,058	1,085	1,113	1,141	1,164	Brennan Creek
Clearwater Isolation Allowance	574	589	604	620	636	652	Year 1 - Blue River
	626	642	659	676	693	711	Year 2 - Blue River
Secondary Coordinator	2,500	2,563	2,628	2,694	2,762	2,818	minimum
	3,750	3,844	3,941	4,040	4,141	4,224	maximum
Clearwater Department Head	2,645	2,712	2,780	2,850	2,922	2,981	
Head Teacher Allowance	2,257	2,314	2,372	2,432	2,493	2,543	
First Aid Attendant	694	712	730	749	768	784	
KTTA President	6,975	7,150	7,329	7,513	7,701	7,856	
KTTA Vice President	3,488	3,576	3,666	3,758	3,852	3,930	
Clearwater First Aid	1,181	1,211	1,242	1,274	1,306	1,333	
District Resource Teacher	3,948	4,047	4,149	4,253	4,360	4,448	
Teacher in Charge	564	579	594	609	625	638	
District Supervisor	6,000	6,150	6,304	6,462	6,624	6,757	
Raft River	1,043	1,070	1,097	1,125	1,154	1,178	Grandfathered - North Thompson
Vavenby	730	749	768	788	808	825	Grandfathered - North Thompson