

# **PROVINCIAL COLLECTIVE AGREEMENT**

**Between**

**BC PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
(“BCPSEA”)**

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

**and:**

**BRITISH COLUMBIA TEACHERS' FEDERATION  
(“BCTF”)**

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

**in:**

**SCHOOL DISTRICT NO. 74 (GOLD TRAIL)**

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO.74 (Gold Trail)  
(The “Employer”)**

**And**

**THE GOLD TRAIL TEACHERS' ASSOCIATION  
(The “Local”)**

**Effective July 1, 2006 – June 30, 2011**

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

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## **PREAMBLE**

1.     WHEREAS it is recognized that this Agreement is a declaration of the Board's and the Association's belief in a consultative approach on matters related to the matters contained in this Agreement;
2.     AND WHEREAS it is the desire of both parties to this Agreement to promote harmonious relations and settled conditions of employment;

NOW THEREFORE the parties agree as follows:

## **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.

### **Local Provisions**

- 10. a. Where the parties mutually agree, Section 104 of the Labour Relations Code may be utilized.

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement (Mr. Vincent Ready), or a substitute agreed to by the parties, shall at the request of either party:

- i. investigate the difference;
- ii. define the issue in the difference; and
- iii. make written recommendations to resolve the difference

within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

- b. Where recommendations from a Section 104 hearing rather than arbitration has been implemented, the decision shall be final, binding, and enforceable on all parties.

## **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.14 BC COLLEGE OF TEACHERS DUES**

1. The Board shall distribute BC College of Teachers dues deduction forms to all teachers employed by the Board.
2. The Board shall deduct BC College of Teachers dues from the salary of all teachers who have signed and returned the dues deduction form and shall remit such dues to the BC College of Teachers.

## **ARTICLE A.15 EXCLUSIONS FROM THE BARGAINING UNIT**

1. For new positions, other than teaching assignments, which the Association claims to be within the bargaining unit, the Board agrees to provide the Association with a written description of the job content. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
2. Where the parties are unable to agree whether a newly created position is included, then the matter shall be referred to arbitration.

## **ARTICLE A.16 TEACHING ASSISTANTS AND SPECIAL TEACHING ASSISTANTS**

1. When used in this Article, the term "teacher" includes Administrative Officers who are performing teaching duties and the term "teaching assistant(s)" includes special teaching assistant(s).
2. Teaching assistants shall work under the supervision of teachers, subject to the overall supervision of the Administrative Officer. The teacher, to whom the teaching assistant is assigned, shall be responsible for designing, directing and supervising the teaching assistant's work.
3. Teaching assistants shall be employed to assist teachers in carrying out their duties and responsibilities as set out in the *School Act and Regulations*, such as:
  - a. assisting teachers in their instructional responsibilities and in the delivery of educational programs,
  - b. assisting teachers in maintaining student records, and
  - c. providing any other assistance deemed appropriate by the teacher to whom assistance is being provided.
4. Teaching assistants shall not assume primary responsibility for any such duty.
5. No teacher shall be laid off as the result of the employment of a teaching assistant.

## **ARTICLE A.17 CONTRACTING OUT**

Teaching duties 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.

This Article does not preclude:

1. the contracting out of specialized services which are not available within the bargaining unit,

2. the employment of persons other than members of the bargaining unit, to provide services that relate to First Nations Education,
3. the use of visiting speakers or special mini units under the direction of a teacher, and
4. the use of community volunteers under the direction of a teacher.

#### **ARTICLE A.18 PICKET LINE PROTECTION**

1. Loss of compensation will result when a teacher respects a picket line.
2. A teacher may refuse to cross a union picket line established at the teacher's place of employment. Should the Association be advised that the picket line is declared illegal, subsequent refusal to cross may result in discipline.
3. In the event of a labour dispute with another trade union, teachers agree to perform work or carry out duties they have normally performed. The Board agrees not to request teachers to perform any additional duties normally performed by those persons engaged in the labour dispute, nor to have teachers direct pupils to carry out such duties.

#### **ARTICLE A.19 STAFF ORIENTATION**

Where the Board invites newly appointed teachers to an "Orientation Session" to acquaint them with the basic operation of the School District, the Association shall be given the opportunity at this session to acquaint them with information concerning the Association and the Collective Agreement.

#### **ARTICLE A.20 ACCESS TO INFORMATION**

1. Upon request by the Association, the Board agrees to provide the Association the following:
  - a. Public information concerning the District's finances including Audited Financial Statements, School District Budgets, fiscal framework calculations and notices of final determination;
  - b. Agendas and minutes of all Open Board Meetings and attachments;
  - c. Scattergram and benefit costings and other similar non-confidential information to be used for contract negotiations.
  - d. Non-confidential information pertinent to the processing of a grievance.
2. The Board agrees to provide the following to the Association:
  - a. Before November 30th of each year, a list of all teaching employees showing their names, addresses, telephone numbers, grid placement, seniority and assignments.



- b. Copies of notices of all appointments, transfers, resignations, and retirements relating to employees covered by this agreement.
3. The Board agrees to advise the President of the Association of any teacher suspension, any teacher dismissal or any "less than satisfactory" evaluation contained in a report on a teacher which has been submitted to the Superintendent of Schools.

#### **ARTICLE A.21 COPY OF AGREEMENT**

The Board agrees to provide a copy of the Agreement to each employee covered by the Agreement and twenty (20) copies to the Association within thirty (30) calendar days of the execution of the Agreement by the parties.

#### **ARTICLE A.22 LOCAL ASSOCIATION SCHOOL STAFF REPRESENTATIVES**

1. The Board recognizes one local Association Staff Representative at each school, elected in accordance with Association procedures and the Board shall be advised in writing of the names of these Staff Representatives.
2. Staff Representatives may use a school facility to conduct Association business, outside of instructional time, providing prior approval for space has been received from the Administrative Officer. Use of facilities shall not be unreasonably denied.
3. Without loss of pay, a local Association school staff representative or an alternate local Association member shall, when so requested by a member, attend and, if further requested by the member, speak on the member's behalf at any meeting between that member and an Administrative Officer or the Board.

#### **ARTICLE A.23 STAFF COMMITTEES**

1. Each school shall have the right to establish a recognized staff committee whose size and membership shall be determined by the staff. The Administrative Officer or designate shall be a member of the committee.
2. The staff committee can make recommendations to the school administration on any matters of concern to staff members. The school administration shall give thoughtful consideration to the recommendations of the staff committee.
3. In the event the school administration decides not to implement the recommendations of the staff committee, the reasons shall be provided to the school staff at a staff meeting.

#### **ARTICLE A.24 ACCESS TO WORKSITE**

Local representatives of the Association shall have the right to transact Association business on school property and to utilize District facilities and equipment for Association business at no cost to the Board provided that such activities do not interfere with scheduled activities or teacher duties and prior approval has been obtained from the Administrative Officer concerned.

**ARTICLE A.25      BULLETIN BOARDS**

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

**ARTICLE A.26      INTERNAL MAIL**

Where no operational difficulties are created and provided there is no cost to the Board, the Association may use the District delivery service, fax machine, telephone, electronic mail, and employee mail boxes for communication to bargaining unit members.

## **SECTION B      SALARY AND ECONOMIC BENEFITS**

### **ARTICLE B.1      SALARY**

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

**Local Provisions**

**School District No. 74 (Gold Trail)  
Gold Trail Teachers' Association Salary Grid  
Effective 1 July 2006**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 39,013	\$ 43,177	\$ 46,151	\$ 47,196
<b>1</b>	\$ 41,102	\$ 45,681	\$ 48,844	\$ 49,955
<b>2</b>	\$ 43,191	\$ 48,186	\$ 51,537	\$ 52,714
<b>3</b>	\$ 45,281	\$ 50,691	\$ 54,229	\$ 55,473
<b>4</b>	\$ 47,370	\$ 53,195	\$ 56,922	\$ 58,232
<b>5</b>	\$ 49,460	\$ 55,700	\$ 59,615	\$ 60,990
<b>6</b>	\$ 51,549	\$ 58,436	\$ 62,368	\$ 63,749
<b>7</b>	\$ 53,766	\$ 61,392	\$ 65,358	\$ 66,751
<b>8</b>	\$ 56,221	\$ 64,359	\$ 68,552	\$ 70,025
<b>9</b>	\$ 57,817	\$ 65,719	\$ 70,386	\$ 72,026

**School District No. 74 (Gold Trail)  
Gold Trail Teachers' Association Salary Grid  
Effective 1 July 2007**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 39,988	\$ 44,256	\$ 47,305	\$ 48,376
<b>1</b>	\$ 42,129	\$ 46,823	\$ 50,065	\$ 51,204
<b>2</b>	\$ 44,271	\$ 49,391	\$ 52,825	\$ 54,032
<b>3</b>	\$ 46,413	\$ 51,958	\$ 55,585	\$ 56,859
<b>4</b>	\$ 48,554	\$ 54,525	\$ 58,345	\$ 59,687
<b>5</b>	\$ 50,696	\$ 57,093	\$ 61,105	\$ 62,515
<b>6</b>	\$ 52,838	\$ 59,897	\$ 63,927	\$ 65,343
<b>7</b>	\$ 55,111	\$ 62,927	\$ 66,992	\$ 68,420
<b>8</b>	\$ 57,627	\$ 65,968	\$ 70,266	\$ 71,776
<b>9</b>	\$ 59,263	\$ 67,362	\$ 72,146	\$ 73,826

**School District No. 74 (Gold Trail)  
Gold Trail Teachers' Association Salary Grid  
Effective 1 July 2008**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 40,988	\$ 45,363	\$ 48,487	\$ 49,585
1	\$ 43,183	\$ 47,994	\$ 51,317	\$ 52,484
2	\$ 45,378	\$ 50,626	\$ 54,146	\$ 55,382
3	\$ 47,573	\$ 53,257	\$ 56,975	\$ 58,281
4	\$ 49,768	\$ 55,888	\$ 59,804	\$ 61,179
5	\$ 51,963	\$ 58,520	\$ 62,633	\$ 64,078
6	\$ 54,159	\$ 61,395	\$ 65,525	\$ 66,976
7	\$ 56,488	\$ 64,500	\$ 68,667	\$ 70,130
8	\$ 59,067	\$ 67,617	\$ 72,022	\$ 73,570
9	\$ 62,567	\$ 71,117	\$ 76,168	\$ 77,942
<b>Benefit From Letter of Understanding No. 11 – 2008 Salary Harmonization:</b>				
2.5% increase:	\$ 60,744	\$ 69,046	\$ 73,949	\$ 75,672
Harmonization:	\$ 62,567	\$ 71,117	\$ 76,168	\$ 77,942
Harmonization %	3.00%	3.00%	3.00%	3.00%

**The following schools have been approved for the Remote & Rural Allowance pursuant to Letter of Understanding No. 12, effective July 1, 2008:**

**Gold Bridge Community School  
Sk'il Mountain Community School  
Venables Valley School  
Cayoosh Elementary  
George M. Murray Elementary  
Lillooet Secondary  
Lytton Elementary  
Kumsheen Secondary**

**School District No. 74 (Gold Trail)  
Gold Trail Teachers' Association Salary Grid  
Effective 1 July 2009**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 42,012	\$ 46,497	\$ 49,700	\$ 50,825
1	\$ 44,262	\$ 49,194	\$ 52,599	\$ 53,796
2	\$ 46,512	\$ 51,891	\$ 55,499	\$ 56,767
3	\$ 48,762	\$ 54,588	\$ 58,399	\$ 59,738
4	\$ 51,012	\$ 57,286	\$ 61,299	\$ 62,709
5	\$ 53,263	\$ 59,983	\$ 64,199	\$ 65,680
6	\$ 55,513	\$ 62,929	\$ 67,163	\$ 68,651
7	\$ 57,901	\$ 66,113	\$ 70,383	\$ 71,884
8	\$ 60,544	\$ 69,307	\$ 73,823	\$ 75,409
9	\$ 64,131	\$ 72,895	\$ 78,072	\$ 79,891

**School District No. 74 (Gold Trail)  
Gold Trail Teachers' Association Salary Grid  
Effective 1 July 2010**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 42,852	\$ 47,427	\$ 50,694	\$ 51,842
1	\$ 45,148	\$ 50,178	\$ 53,651	\$ 54,872
2	\$ 47,443	\$ 52,929	\$ 56,609	\$ 57,902
3	\$ 49,738	\$ 55,680	\$ 59,567	\$ 60,933
4	\$ 52,033	\$ 58,431	\$ 62,525	\$ 63,963
5	\$ 54,328	\$ 61,183	\$ 65,483	\$ 66,994
6	\$ 56,623	\$ 64,188	\$ 68,507	\$ 70,024
7	\$ 59,059	\$ 67,435	\$ 71,791	\$ 73,321
8	\$ 61,755	\$ 70,693	\$ 75,299	\$ 76,917
9	\$ 65,414	\$ 74,353	\$ 79,633	\$ 81,489

5. No teacher presently on staff shall by reason only of the implementation of this Agreement, receive a salary and benefits as described in Article B.11 (Benefits) less than he or she is at present receiving

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

## Local Provisions

(See also Article C.13 "Teacher on Call Hiring Practices" and Letter of Understanding)

### 7. Call-Out

- a. A teacher on call assigned to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a full day's wage.
- b. A teacher on call assigned to a school for the morning session and utilized for only a portion of the morning session shall be paid for three-fifths (3/5th) of a day.
- c. A teacher on call assigned to a school for the afternoon session and utilized for only a portion of the afternoon session shall be paid for two-fifths (2/5th) of a day.
- d. Where a school's timetable is such that the morning and afternoon sessions are of equal length, a teacher on call assigned to a school for either a morning session or part thereof or an afternoon session or part thereof shall be paid for one-half (1/2) of a day.
- e. A teacher on call assigned to a First Year Primary class and utilized for only a portion of the session shall be paid for one-half (1/2) of a day.
- f. Should a part-time teacher be assigned as teacher on call, the minimum callout provisions of this Article shall not apply if the part-time teacher's normal assignment occurs during the same morning or afternoon session as the teacher on call assignment.

### 8. Payment and Benefits

- a. Vacation pay is included in the above rates.
- b. Observance of a non-instructional day shall not be considered an interruption in assignment.
- c. In the event that the assignment of a teacher on call is interrupted by the return of a teacher who subsequently is absent within two (2) working days, and if the teacher on call is reassigned, the assignment shall proceed as if it has not been broken for salary or contract provisions which depend upon the length of assignment.
- d. The Board shall pay each teacher on call wages earned on a bi-monthly basis.

### 9. Non-Instructional Days

- a. Non-instructional days occurring during an assignment of five (5) days or less shall count as a day of work if the teacher on call is required to work on that day by an Administrative Officer of the Board.
- b. Non-instructional days occurring during an assignment of six (6) days or more shall count as a day of work.



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

**PCA Article B.3 does not apply in School District No. 74 (Gold Trail)**

**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**

**PCA Article B.8.1 through B.8.10 is not applicable in SD No. 74 (Gold Trail). See B.9.4**

## **ARTICLE B.9 PAY PERIODS**

**PCA Article B.9.1 through B.9.3 is not applicable in SD. No. 74 (Gold Trail).**

### **Local Provisions**

4. Teachers shall be paid in ten (10) equal monthly instalments except where a teacher requests being paid in twelve (12) equal monthly instalments. Teachers shall receive a mid-month advance of thirty (30) percent of their gross monthly salary.
5. The month end payment will be made on the last business day of the month with the mid-month advance on the last business day prior to the sixteenth (16th) day of the month.

6. Mid-month advances and month-end salary payments will be by direct deposit to a bank branch of the teacher's choice.
7. Choice of Bank Accounts

The Board shall deposit salary payments at the bank or credit union of the teacher's choice, provided that this does not require delivery of the bank deposit to the branch of that bank or credit union nearest to the Board Office any more than three business days prior to pay day.

## **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.

PCA Article B.10.4 and B.10.5 is not applicable in SD. No. 74 (Gold Trail).

### Local Provisions

6. Hospital and Homebound Programs – Travel Time.

When a teacher-on-call is assigned to a student who resides more than fifteen (15) kilometres from the nearest school, the teacher-on-call's hours of work will include the travel time from the nearest school to the student's residence and the teacher-on-call may claim mileage allowance in accordance with this article.

*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**

[See also Article B.20 "Part Time Teacher Pay and Benefits"]

2.      Medical

It is agreed that each teacher participating in the *Medical Services Plan of BC* will pay fifty (50) percent of the premium through payroll deduction and the Board will pay the remaining fifty (50) percent.

3.      Extended Health Benefits

The Board will pay one hundred (100) percent of the premium for each teacher participating in the *Extended Health Benefit Plan* which shall include vision care and adult hearing aids.

4.      Dental

The Board will pay one hundred (100) percent of the premium for each teacher participating in a *Medical Services Association Dental Plan* that offers one hundred (100) percent coverage for Plan "A" services, seventy-five (75) percent coverage for Plan "B" services, and fifty (50) percent coverage for Plan "C" services (dependent children only with a lifetime maximum, per child, for Plan C of \$2,000.00).

It shall be a condition of employment for each teacher new to the District on or after January 1st, 1978, to participate in the Dental Plan.

5.      Group Life

It is agreed that the Board will pay the full premiums for each teacher participating in the BCSTA/BCTF Improved Group Life Insurance Plan, participation in which is a condition of employment for all teachers employed after December 31, 1974.

6.      Long Term Salary Indemnity Plan

Premiums for the BCTF Long Term Salary Indemnity Plan will be deducted from each teacher's monthly salary and remitted monthly to the BCTF.

7.      Employee Assistance Plan

- a.      The Board and the Association agree to participate in an Employee Assistance Plan to be administered by Shepell-fgi.

- b. The Board and the Association shall each pay 50% of any fees payable to Shepell-fgi except that the Association's portion shall not exceed Fifteen dollars (\$15.00) per teacher per annum plus a flat fee of Seven Hundred and Fifty dollars (\$750.00) per annum.

8. BCTF Optional Term Life Insurance Plan

Upon written authorization of a teacher, the Board will deduct and remit monthly premiums for the BCTF Optional Term Life Insurance Plan.

9. Benefits During Leave of Absence

Where a teacher is on medical leave of absence, following the termination of sick leave, as outlined in Article G.12. of this agreement, the Board will continue to pay its share of the cost of premiums during the period the teacher is in receipt of BCTF Salary Indemnity Plan (Short Term) benefits and, where necessary, a further period of one calendar year where the teacher is in receipt of benefits from the BCTF Salary Indemnity Plan (Long Term) for each of the plans the teacher was a participant in at the time the absence began.

10. New Teachers - Application and Enrolment for Benefits

The Board shall provide each new teacher with an application or enrolment form for participation in the medical, dental, extended health and group life insurance benefit plans. In the event a teacher does not wish to participate in any particular benefit plan where opting out is an option, the application or enrolment form must be so noted by the teacher and kept on file at the Board Office.

11. Benefit Coverage

- a. Benefit coverage shall extend to the end of the next month following the payment of the monthly premium. For teachers paid in ten (10) monthly instalments, any employee contribution to premium for August and September will be deducted from the teacher's September salary. For teachers paid in twelve (12) monthly instalments, any employee contribution to premiums shall be deducted monthly.
- b. Benefit coverage for new teachers shall commence on the first day of employment. To provide this coverage, two monthly premiums are required at the end of the first month of employment and where applicable, all applicable premium contribution will be deducted from the teacher's salary.

12. Teachers' Pension Plan

The Board shall advise all teachers, including certificated teachers on call and teachers who are engaged in a half time capacity or more, that it is a condition of employment to contribute to the Teachers' Pension Plan. The Board shall ensure that the appropriate deductions are made and remitted to the Superannuation Commission.

13. Statement of Accumulated Sick Leave

The Board shall advise each employee in writing at the end of each month of his/her accumulated sick leave.

14. The Board will advise each new teacher, by the end of the first four weeks of employment, of those benefit plans available to him/her, the amount of the monthly premium for those plans and of those plans in which the teacher is enrolled.

A similar advice shall be provided to all teachers employed by the Board at least annually.

15. Continuation of Benefits

- a. A teacher on an extended leave of absence shall be entitled to continued benefit coverage by making payment to the Board for his/her share and the Board's share of the premiums of the benefit plan.
- b. Provided it is permitted by the Pensions (Teacher) Act or other relative legislation, teachers who move from full time employment to part time employment shall be considered to be on leave of absence for the difference between their assignment and a full time assignment. This consideration shall be solely for the purpose of enabling the teacher to purchase pensionable service to provide for a full year pension credit and shall not entitle the teacher to any other rights or benefits provided to teachers on leave of absence.

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

1. Eligibility for Category 5+

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

2. Criteria for Category 5+

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

3. Salary Rate Calculation

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

4. Application for Category 5+

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

**Transition Process**

Note 1:

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

Note 2:

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

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



## **ARTICLE B.20 PLACEMENT ON THE SCHEDULE**

### **1. General**

- a. Except as otherwise specifically provided in the terms of this Agreement, the basic annual salary of each Teacher in this District shall be determined by the application of the above schedule, in accordance with his/her categorization of certification as determined by the Provincial Teacher Qualifications Service and taking into account total teaching experience as determined below.
- b. At the time of appointment, the Board shall advise the teacher, 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.
- c. Each teacher shall submit all documentation required by the Board to establish salary placement. Such documentation shall be submitted within three (3) months of commencement of employment or change in categorization or certification. The teacher shall be responsible for advising the Board, in writing, if delays which occur in obtaining the documentation necessitate an extension of the time limits.
- d. The Board shall not unreasonably refuse a request for extension of the time limits, to a maximum of six months. The Board shall advise the teacher in writing when any documentation has not been received and shall pursue the matter with the teacher.
- e. The Board shall notify the teacher, in writing, of the category and experience placement that has been assigned.

### **2. Recognition of Experience**

- a. All teaching experience in government inspected schools shall be recognized and credited for placement on the salary schedule. Additionally, teachers with experience outside of teaching in a field or fields related closely to the main subjects of their courses may be credited with not more than five (5) years of experience, but in no event shall their salary exceed the maximum of the certificate classification on which they are paid.
- b.
  - i. Full time teachers working ten (10) months per school year will be granted one (1) year's experience for increment purposes.
  - ii. Definition of Experience
    - (1) Full time teachers working less than ten (10) months but more than eight (8) months in one school year will be granted one (1) year's experience for increment purposes. Eight (8) months of full time experience or its equivalent, as defined in subsections b. and c. shall constitute a year's experience for increment purposes.

- (2) Substitute teaching by certified teachers on call shall accumulate experience credit, with twenty (20) days of substitute teaching equalling one month of experience.
  - (3) Periods of part time teaching, substitute teaching and teacher appointments of less than eight (8) months shall be added together for accumulation of years of experience credit for increment purposes.
- iii. Teaching and related experience shall be credited for service in:
- (1) Provincial Government Schools or similar Provincial institutions.
  - (2) Department of National Defence Schools.
  - (3) A school while on an approved exchange.
  - (4) Teaching service with Canadian Universities Service Overseas or the Canadian International Development Agency.
  - (5) Other teaching or administrative experience which is similar to that of experience gained in a school mentioned above.
- iv. Experience credit shall be earned for:
- (1) Secondment to the Association, the British Columbia Teachers' Federation, or the Canadian Teachers' Federation.
  - (2) Secondment to the Ministry of Education.
  - (3) Service as a member of a Faculty of Education recognized by the Ministry of Education for certification purposes.
  - (4) Secondment to the College of Teachers.
  - (5) Trade, technical, or work experience pursuant to Article B.20.1 of this agreement.
  - (6) Absence while on paid statutory sick leave, extended sick leave or WCB leave.
  - (7) Absence while on maternity leave.
- v. Nothing in this Article shall entitle a teacher to more than one (1) salary increment per annum.
3. a. Increments will be effective on the 1st of the month following entitlement.
- b. Where the status of a teacher changes from full-time to part-time or vice versa, subsequent increment dates shall be determined jointly by the President of the Association and the Secretary-Treasurer.

4. Salary Grid Placement Committee

- a. i. A joint Salary Grid Placement Committee shall be established consisting of two members of the Association and two members, not including the Superintendent of Schools, chosen by the Board. It may consider all problems related to Salary Grid placement.
- ii. In the event that a teacher wishes to appeal his/her placement on the salary scale, for category and/or experience, the teacher must apply in writing to the Salary Grid Placement Committee which may make a recommendation to the Superintendent of Schools for his/her consideration. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, the grievance procedure, as outlined in Article A.6.1 (Grievance Procedure) of this contract will apply.

**ARTICLE B.21 CATEGORY 5B**

**[Effective September 1, 2007, this Article is replaced by PCA B.12. See also Letter of Understanding No. 14 for Transitional Provisions.]**

On application to the Superintendent of Schools:

1. Teachers on Category 5 classification will be placed on Category 5b classification when they have successfully completed fifteen (15) UBC units (or equivalent) in courses which lead to Category 6 classifications, or
2. Teachers on Category 5 classification will be placed on Category 5(b) classification when they have successfully completed fifteen (15) UBC units (or equivalents), nine (9) or more of which must be numbered three hundred (300) or above, and which relate to the curriculum as offered in School District No. 74.

**ARTICLE B.22 PART MONTH PAYMENTS AND DEDUCTIONS**

1. The rate of deduction for a day without pay shall be defined as 1/195th of the current annual salary of the teacher.
2. A teacher shall be paid 1/10 (except those teachers choosing the twelve month payment plan shall be paid 1/12) of current annual salary in respect of each month in which the teacher works all prescribed school days that month.
3. For purposes of the above clause, any prescribed day on which the teacher is on authorized leave of absence shall be deemed to be a day of work and deductions (if any) which are authorized by this Agreement (or statutes) in respect of such leave of absence shall be made from the monthly payment required in that Article.
4. In the event that a teacher commences work on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment for that month shall be the greater of the following amounts.

- a. 1/19.5 of regular monthly salary for each day taught; or
- b. full regular monthly salary less 1/19.5 of the salary for each day not taught, but in any event the monthly salary shall not exceed 1/10 of the annual salary.

## **ARTICLE B.23 PART-TIME TEACHER'S PAY AND BENEFITS**

### **1. Definition**

A part-time teacher is a teacher on a continuing or term certain appointment employed on a less than full-time basis.

### **2. Salary**

Part-time teachers shall be paid that portion of their regular scale placement that relates to the portion of the instructional day worked.

### **3. Benefits**

- a. Part-time teachers employed on a 0.5 FTE or greater basis shall be eligible to participate in all benefit plans. The Board shall contribute toward the premium of all applicable plans as if the teacher was on full-time employment.
- b. Part time teachers employed less than 0.5 FTE may elect to participate in all benefit plans but the Board's contribution to the benefit premiums shall be prorated on the same basis as their appointment.

## **ARTICLE B.24 DEATH BENEFITS**

**(See also B.30 "Retirement and Death Benefits" for LTA members as at June 30, 1997)**

1. In the event of the death of a teacher who, at the time of death has been employed by the Board continuously for six (6) months, the Board shall pay two (2) months' 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.
2. In addition to the payment in Section B.24.1, the Board will also pay one (1) additional month's salary for any employee who has been in the service of the Board for more than ten (10) years.
3. Provided the carrier agrees, 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 dependants shall be notified in writing of the terms of this provision when severance and other benefits are paid.

**ARTICLE B.25 POSITIONS OF SPECIAL RESPONSIBILITY**

In addition to the amount determined in accordance with the schedule of basic salaries, the salary of each teacher appointed to a position of added responsibility shall include an allowance calculated in accordance with the appropriate paragraph hereunder:

1. The administrative allowances for the following positions are

Allowance Per Annum	Effective:				
	July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
Teacher designated as a Department Head	\$2,562.50	\$2,626.56	\$2,692.23	\$2,759.53	\$2,814.72
Administrative Assistant	\$3,485.00	\$3,572.13	\$3,661.43	\$3,752.96	\$3,828.02
Head Teacher Allowance	\$3,485.00	\$3,572.13	\$3,661.43	\$3,752.96	\$3,828.02
Primary Coordinator	\$2,050.00	\$2,101.25	\$2,153.78	\$2,207.63	\$2,251.78
Intermediate Coordinator	\$2,050.00	\$2,101.25	\$2,153.78	\$2,207.63	\$2,251.78
Coordinator of Special Services	\$2,562.50	\$2,626.56	\$2,692.23	\$2,759.53	\$2,814.72
District Educational Technology Coordinator	\$2,562.50	\$2,626.56	\$2,692.23	\$2,759.53	\$2,814.72

2. Any teacher requested to become a Principal Designate due to the unavailability of the Administrative Officer shall receive a per diem rate of \$50.00 or \$25.00 per half day.

Effective:	July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
Day	\$51.25	\$52.53	\$53.84	\$55.19	\$56.29
Half Day	\$25.63	\$26.27	\$26.92	\$27.60	\$28.15

**ARTICLE B.26 NEW POSITIONS**

Whenever a new position covered by this Agreement is created, other than a teaching assignment, the allowance for this position shall be negotiated between the Board and the Association. These negotiations shall be, whenever possible, prior to the position being filled.

**ARTICLE B.27 FIRST AID ALLOWANCE**

The Board shall pay an allowance of \$600.00 per annum to a teacher appointed as a first aid attendant.

If the teacher so appointed holds a current Industrial First Aid ticket he/she shall be paid an additional \$600.00 per annum. The Board will pay for required course fees if prior approval has been granted and upon successful completion of the course. It will be the responsibility of the teacher to apply for the approval, reimbursement, provide proof of payment and proof of successful completion of the course.

Effective:	July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
First Aid Attendant	\$615.00	\$630.38	\$646.13	\$662.29	\$675.53
Industrial First Aid ticket	\$615.00	\$630.38	\$646.13	\$662.29	\$675.53

## **ARTICLE B.28 PAYMENT FOR WORK BEYOND REGULAR WORK YEAR**

(See also Article D.11.3 "Regular Work Year")

1. The teacher may elect to take compensatory time in lieu of salary. The scheduling of compensatory time shall be determined by the Administrative Officer.
2. If the work requested requires that the teacher travel more than twenty kilometres (20km) from their normal work site, they shall be reimbursed for travelling costs, accommodation, meals and other expenses incurred in accordance with the provisions of Article B.10.

## **ARTICLE B.29 SUMMER SCHOOL AND NIGHT SCHOOL PAYMENT**

When a summer school or night school program leading to Grade 12 graduation necessitates the employment of a certified teacher and that teacher is currently employed by School District No. 74, then that teacher will receive one one-thousandth (1/1000th) of his/her regular annual salary for each hour of instruction.

## **ARTICLE B.30 RETIREMENT AND DEATH BENEFITS (For LTA members as at June 30, 1997 only)**

1. The benefit shall be payment for one-half of the employee's accumulated sick leave.
2. Sick leave for purposes of this policy shall be limited to 216 days, notwithstanding limitations set by the *School Act*.
3. The benefit will be paid only if retirement is at age 55 or later or if retirement is up to 5 years earlier, said benefit is to be paid only at age 55.
4. In the event of death while in service, said benefit will be paid to the estate of the employee.
5. Payment is to be 1/20 of the FTE monthly salary at retirement or death for each day of eligibility.

**ARTICLE B.31 ISOLATION ALLOWANCE**

**(For LTA members as at June 30, 1997 only)**

Teachers assigned to schools outside the greater Lillooet area shall be paid an allowance of \$992.00 per annum (*i.e. the former Bridge River Elementary, and Gold Bridge Elementary*).

<b>Effective:</b>	<b>July 1, 2006</b>	<b>July 1, 2007</b>	<b>July 1, 2008</b>	<b>July 1, 2009</b>	<b>July 1, 2010</b>
	\$1,016.80	\$1,042.22	\$1,068.28	\$1,094.98	\$1,116.88

## **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

This Article applies only to employees on a continuing or probationary appointment. The Board and the Association agree that increased length of service in the employment of the Board entitles all employees covered by this agreement to a commensurate increase in security of employment. When the Board determines that it is necessary to terminate the appointment of any employee, the employees 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. In this Article, seniority means an employee's aggregate length of service in the employment of the Board, inclusive of service under term certain appointments, continuous substitute teaching assignments in excess of twenty (20) school days [Replaced by C.2.3 effective April 1, 2006], and part-time teaching. To calculate the seniority for part-time employees, the hours worked annually will be accumulated, divided by five (5), and by the number of school days established for the year, with the answer expressed in years or a fraction thereof.
- b. In addition to the provisions of Article C.2.8.a, the seniority for an employee on a continuing contract shall include:
  - i. Teacher on call seniority accumulated pursuant to PCA Article C.2.3; and
  - ii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.

- c. When the seniority of two or more employees is equal pursuant Article C.2.8.a and C.2.8.b, the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
- d. When the seniority of two or more employees is equal pursuant Article C.2.8.c, the employee with the greatest aggregate length of service with another School authority recognized for salary experience purposes in this Agreement shall be deemed to have the greatest seniority.
- e. When the seniority of two or more employees is equal pursuant Article C.2.8.d, the employee with the greatest number of days on a term certain appointment with the District shall be deemed to have the greatest seniority.
- f. For the purposes of this Article, leaves of absence in excess of one month shall not count toward aggregate length of service with this Board, except:
  - i. maternity leave;
  - ii. educational leave;
  - iii. leave for duties of the Association or British Columbia Teachers' Federation;
  - iv. secondment to the Ministry of Education, Faculty of Education, or pursuant to a recognized teacher exchange program;
  - v. long-term sick leave;
  - vi. leave for teaching with the Department of National Defense or Canadian University Service Overseas;
  - vii. parenthood leave. [Employees granted leave under the provisions of Article G.18 "Long Term Personal Leave" for parenthood purposes (as identified upon application by the employee) will be considered to have been granted "parenthood leave".]
  - viii. Compassionate Care Leave pursuant to G.2
- g. For the purposes of this Article, continuity of service shall be deemed not to have been broken by termination and re-engagement pursuant to this Article.

9. Seniority List

The Board shall, by November 1st of each year, forward to the Association, a list of all employees employed by the Board, in order of seniority calculated according to C.2.8 setting out the length of seniority as of September 1st of that year.

## **ARTICLE C.3      LAYOFF, RECALL, AND SEVERANCE**

### 1.      Definitions of Qualifications

- a.      In this Agreement, "necessary qualifications", in respect of a teaching position means a reasonable expectation by the Superintendent of Schools or his delegate, based on the certification, training, education, capability or experience of a teacher that that teacher will be able to perform the duties of the position in a satisfactory manner following a period of familiarization of three (3) months.
- b.      The Board or their designate shall have sole authority to determine qualifications subject only to the Appeal Procedure.

### 2.      Security of Employment Based on Seniority and Qualifications

- a.      When, for bona fide educational or budgetary reasons, the Board determines that it is necessary to reduce the total number of teachers employed by the Board, the teachers to be retained 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.
- b.      The Board and the Association agree that the Board may, to implement the provisions of Article C.3.2.a, transfer a teacher to a different position or different school. It is further agreed that any reasonable transfer in good faith for such purpose shall not be subject to any other provision of this Agreement otherwise dealing with transfers.
- c.      Nothing in paragraph Article C.3.2.a or C.3.2.b shall be taken to require the Board to transfer a teacher with greater seniority for the purpose of retaining on staff a teacher with less seniority than that teacher.
- d.      The Board shall give each teacher it intends to terminate pursuant to this Article at least sixty (60) days notice in writing, such notice to be effective at the end of the school term (i.e. December 31st or June 30th, or in a school on a semester system, January 31st), and to contain the reason for termination, and a list of the teaching positions, if any, in respect to which the Board proposes to retain a teacher with less seniority. The Board shall concurrently forward a copy of such notice to the Association. The requirement that the effective date of the notice be at the end of a school term does not apply where the Board makes an appointment to a position which is temporarily vacant due to leave of absence and which the Board reasonably believes will cease to be vacant at a time other than the end of the school term.

### 3. Teachers' Rights to Re-Engagement

- a. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provisions of this Agreement, first offer re-engagement to the teacher who has the most seniority among those terminated pursuant to this Article, provided that teacher possess the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been terminated pursuant to this Article.
- b. A teacher who is offered re-engagement pursuant to Article C.3.3.a shall inform the Board whether or not the offer is accepted, within five (5) working days of the receipt of such offer.
- c. The Board shall allow ten (10) days from an acceptance of an offer under Article C.3.3.b for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer such longer period shall be allowed to a maximum of thirty (30) calendar days. In special circumstances the Board may consider an extension of the thirty (30) calendar days maximum.
- d. A teacher's right to re-engagement under this Article is lost:
  - i. if the teacher elects to receive severance pay under Article C.3.7, or
  - ii. if the teacher refuses to accept two positions, one of those positions being in the teacher's home community unless the teacher has previously indicated a desire to change schools, for which he or she possesses the necessary qualifications, or
  - ii. three years elapse from the date of termination under this Article and the teacher has not been re-engaged.
- e. Upon re-engagement, a teacher shall be entitled to a continuing appointment to the teaching staff of the District if he/she held a continuing appointment at the time of termination, or would otherwise be entitled to a continuing contract pursuant to this Agreement.

### 4. Recall List

- a. The Board shall maintain a recall list. Copies of the list will be sent to each person on the list and the Association once during the fall and once during the spring term each year.
- b. Teachers on the recall list will be responsible for advising the office of the Superintendent of Schools of any changes of address or telephone number to ensure they can be contacted readily; and of any change in their qualifications to ensure they are considered for vacancies which might arise.

5. Sick Leave

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

6. Benefits

A teacher who retains rights of recall pursuant to Article C.3.3 above shall be entitled, if otherwise eligible to maintain participation in all benefits provided by Agreement, provided such participation is not prohibited by the carrier. For the first two months following the date of lay-off, the Board shall contribute toward the premium of all applicable plans as if the teacher were employed; thereafter, the full cost of these benefits shall be paid by the teacher.

7. Severance Pay

- a. A teacher on a continuing appointment who has one or more years of continuous employment and who was terminated in accordance with the provisions of Article C.3 will elect in writing, within fourteen (14) months of the termination date, to receive severance pay or be placed on the recall list.
- b. Severance pay shall be calculated at the rate of five (5) percent of one year's salary for each year of service to a maximum of one year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of his or her termination.
- c. The teacher may chose to receive severance pay in one lump sum within thirty (30) days of electing for severance pay or in instalments over a period not to exceed eighteen (18) months.
- d. A teacher who receives severance pay pursuant to this Article and who is subsequently re-hired by the Board, shall retain any payment made under the terms of this Section and the calculation of years of service for determining subsequent severance pay shall commence with the date of such re-hiring.

8. Appeal Process

- a. Where a difference arises between the parties relating to the interpretation and application of the "Layoff/Recall" provisions of this Agreement or where an employee has a grievance on the grounds of reasonableness and in good faith arising from:
  - i. severance of employment, or
  - ii. interpretation of qualifications, or
  - iii. the effect of re-engagement arising from the "Layoff/Recall" provisions of this Agreement, or
  - iv. the application of the severance pay provisions of this Agreement, or

- v. any other matter arising from this "Layoff/Recall" Agreement deemed by the Appeal Committee to be in dispute

the question shall be referred to an Appeal Committee composed of two Trustees and two members of the Association. This appeal must be within five (5) days of the alleged dispute.

- b. The Appeal Committee must meet within five (5) days of receiving a request for appeal. After hearing the appeal, the Appeal Committee must make a decision within forty-eight (48) hours. A majority decision made by the Appeal Committee shall be final and binding on both parties.
- c. In the event that no majority decision is reached by the Appeal Committee, the matter shall be referred to arbitration pursuant to Article A.6 (Grievance Procedure) of this Agreement.

#### 9. Retraining

- a. Upon written notification within twelve (12) months of the receipt of termination under this Article (Layoff/Recall), an employee shall be entitled to extend the provisions of recall for the purpose of retraining to qualify for another position with the Board. The program of retraining shall be mutually agreeable to the teacher and the Board and will not exceed one (1) year except as agreed beforehand. It is understood that retraining shall be at no cost to the Board. In the event that the employee elects to retrain pursuant to this Article, the Board shall amend the effective date of the termination notice to coincide with the beginning of the school term which next follows the expiry of the period of leave, or of any extension thereof.
- 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 this Article.

### **ARTICLE C.11 EMPLOYMENT ON A CONTINUING CONTRACT**

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

1. term certain appointments made in accordance with Article C.12 and subject to the provisions of this Agreement;
2. probationary appointments made in accordance with Article C.14 and subject to the provisions of this Agreement; and
3. teachers on call, subject to the provisions of this Agreement.

## **ARTICLE C.12 TERM CERTAIN TEACHERS' EMPLOYMENT**

1. The Board shall appoint teachers on term certain contracts pursuant to Article C.11 (Employment on a Continuing Contract) subject to the following:
  - a. The teacher shall be advised in writing that it is a term certain appointment, specifying the period of its duration.
  - b. Term certain appointments shall be made for a period not exceeding one year, to any position temporarily existing or temporarily vacant; or for a period not exceeding the remainder of the existing school year, to any position which has become vacant during a school year.
2. At the expiration of the period specified in the term certain appointment, the term certain appointment shall be deemed to be terminated.
3. The Board agrees to provide to the Association no later than October 1 in any school year, a list of teachers hired on term certain contract for the school year, and a list of positions the Board considers temporarily existing or temporarily vacant for the school year.
4. The number of term certain contracts will not exceed the number of positions temporarily existing or temporarily vacant.

## **ARTICLE C.13 TEACHER ON CALL HIRING PRACTICES**

1. Teacher on Call List
  - a. The Board shall maintain a list of persons who are certified and have been placed on the list of teachers on call. The Board shall forward a copy of such a list to the Association in the month of September, and in the month of January in each school year.
  - b. The Board shall not remove a certified teacher from the teachers on call list, save for just and reasonable cause or less than satisfactory performance.
2. Appointment of Teachers on Call
  - a. In appointing teachers on call, the Board shall, pursuant to Section 19 of the *School Act*, select a person on the list qualified for the assignment who possesses a valid BC Teaching Certificate, in preference to a person not possessing such a certificate.
  - b. The Board may appoint persons not on the list to an on call teaching assignment only in the event that no available person on the list possesses the necessary qualifications for the assignment.

3. Continuation of Assignments

The teacher on call initially assigned to a class where the teacher is absent for an indefinite time shall be permitted to continue the assignment until the absent teacher returns unless specialist skills are necessary due to the assignment or the performance of the teacher on call is less than satisfactory.

## **ARTICLE C.14 PROBATIONARY APPOINTMENTS**

1. Subject always to Article C.15.1, the Board may, during the first nine months of a teacher's continuing appointment with the Board, exclusive of:

- a. any leave of absence during or extending beyond those months; and
- b. the months of July and August;

terminate the teacher's continuing appointment and place the teacher on a probationary appointment.

2. If a teacher is placed on a probationary appointment in accordance with this Article, 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 two (2) less than satisfactory reports issued by one (1) of the Superintendent of Schools, the Assistant Superintendent of Schools or an Administrative Officer (Principal, Vice-Principal or Director of Instruction). The second report shall not be written within a period of less than thirty (30) days of the first report. A plan of assistance shall have been in effect for at least thirty (30) days prior to the writing of any less than satisfactory report on a teacher during his/her first nine (9) months of employment.

3. After a third less than satisfactory report, 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 thirty (30) days of the probationary appointment, and that there shall be at least twenty (20) teaching days included in the notice period. The third report shall be written by a second evaluator. The notice of termination shall not be given until all evaluation reports prepared by the Superintendent of Schools, the Assistant Superintendent of Schools or an Administrative Officer (Principal, Vice-Principal or Director of Instruction) have been considered by the Board.

4. Unless a teacher on a probationary appointment is terminated in accordance with Article C.14.3 above, the probationary appointment made pursuant to this Section shall be effective until:

- a. The Board, not less than six (6) calendar months following the placement of the teacher on a probationary appointment rescinds the probationary appointment; or
- b. June 30th in the year immediately following the school year in which the probationary appointment is made;

whichever occurs earlier and thereafter shall become a continuing appointment.



5. An employee in her/his first year, who, during the first nine (9) months of continuing employment (exclusive of leaves of absence or the months of July and August), is placed on a probationary appointment shall be entitled to an evaluation report on the learning situation under her/his charge prior to dismissal or prior to reinstatement to a continuing appointment.

**ARTICLE C.15 DISCIPLINE, SUSPENSION, DISMISSAL: JUST & REASONABLE CAUSE**

1. Subject to the provisions of Article C.14 (Probationary Appointments), the Board shall not discipline or dismiss any employee covered by this Agreement save and except for just and reasonable cause.
2. Where a representative of the Board determines that an employee shall be formally investigated for any cause, both the employee and the Association President shall be advised promptly in writing unless grounds exist for concluding that such notification would prejudice the investigation. In any event, the employee shall be notified at the earliest reasonable time and before any disciplinary action is taken by the Board. This notification shall include advice to the employee of his/her right to be accompanied by a representative of the Association at any meeting in connection with such investigation.
3. The Board shall not suspend (other than a suspension to which Section 15(5), 15(6) and 15(7) of the *School Act* applies) or dismiss any person bound by this Agreement who is employed under a continuing appointment unless it has, prior to taking such action, held a meeting of representatives of the Board with the employee entitled to be present, in respect which:
  - a. for purposes of the meeting at which a dismissal is to be considered, the representatives of the Board shall include a minimum of three (3) trustees;
  - b. the employee and the Association shall be given seventy-two (72) hours notice;
  - c. at the time such notice is given, the employee and the Association shall be given a statement in writing of the grounds of the contemplated action and all available supporting evidential documents that will be considered by the Board at the meeting. Any additional evidential documentation that subsequently becomes available and that may be used by the Board in its deliberations, shall be made available to the teacher at the earliest opportunity;
  - d. the teacher shall be entitled to file a written reply to the allegations prior to that meeting. At the meeting the teacher shall be entitled to be accompanied by a member of the Association and/or an advocate appointed by the Association.

The teacher and her/his representative shall be entitled to hear all the evidence presented to the Board;
  - e. receive copies of all documents placed before the Board, to call witnesses, and to question any person presenting evidence to the Board.

4. Where an employee is suspended under Section 15(5) of the *School Act*, the Board shall, prior to taking further action under Section 15 (7) of the *School Act* hold a meeting in accordance with the provisions of Article C.15:3 above, unless the right to such meeting is waived by the Association.
5. Where an employee is disciplined in any way, suspended or dismissed, no official information in respect of the suspension or dismissal shall be released to the public or the media except by joint release agreed upon by officials of the Board and the Association unless there are compelling reasons that make the application of this clause inappropriate.
6. Notwithstanding Article A.6 (Grievance Procedure), where a teacher has been suspended or dismissed pursuant to this Article, the Association shall have the option of referring the matter directly to Arbitration.
7. At an arbitration in respect of the discipline or dismissal of a teacher, no material from the employee's file may be presented unless the material was brought to the employee's attention and no material from the employee's file may be presented when that material has been removed from the file pursuant to Article E.14 (Personnel Files).
8. Conduct of a teacher in non-school hours, off school premises and which is not in connection with the employment duties of the teacher, shall not be grounds for any form of discipline, unless such conduct impairs the teacher's ability to perform assigned teacher duties.

#### **ARTICLE C.16      DISMISSAL FOR LESS THAN SATISFACTORY PERFORMANCE**

An employee on a continuing contract shall not be dismissed for less than satisfactory performance unless:

1. three (3) successive reports issued pursuant to Article E.11 (Evaluation and Professional Growth), indicate that the learning situation under her/his charge is less than satisfactory;
2. the reports leading to dismissal are written by at least two (2) different evaluators, one of whom shall be a Superintendent of Schools or Assistant Superintendent of Schools. The other reports shall be written by a Principal, Vice Principal, Director of Instruction, Assistant Superintendent of Schools or Superintendent of Schools;
3. Where a teacher has received two (2) less than satisfactory reports, the evaluator who will conduct the third evaluation shall be selected by agreement between the Board and the teacher. If agreement cannot be reached, the Board shall determine the third evaluator.
4. 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 or retraining;
5. where the Board terminates a teacher for less than satisfactory performance, notice of at least thirty (30) days shall be given in writing to the teacher and a copy forwarded to the Association;

6. notwithstanding Article C.16.4, a teacher may elect to receive thirty (30) days severance pay and forego his/her entitlement to grieve pursuant to Article A.6 (Grievance Procedure).

## **SECTION D      WORKING CONDITIONS**

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

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

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

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

## **ARTICLE D.4 PREPARATION TIME**

**PCA Article D.4.1 through D.4.3 is not applicable in SD. No. 74 (Gold Trail)**

### **Local Provisions**

4. Preparation time shall be granted to teachers for lesson planning, correcting papers, collecting materials, group planning, and other duties related to preparation for teaching. It is time granted when classes are normally in session.
5. Effective July 1, 1993, each full-time elementary classroom teacher shall be entitled to the equivalent of one hundred (100) minutes per week of preparation planning time during the course of the school year.
6. Each full-time secondary classroom teacher shall be entitled to the equivalent of twelve and one-half percent (12.5%) of his/her school's normal instructional hours for preparation time.
7. Part-time classroom teachers whose assignment to a school is 0.5 or greater shall be entitled to preparation time pro-rated to the corresponding proportion of their part-time assignment.
8. During the term of the Collective Agreement, there will be no increase in instructional time as a result of implementing this clause.

## **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.11 REGULAR 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 not exceed the number of days as prescribed by the Standard School Calendar.
2.
  - a. The teacher's regular work year shall include all school days in session which shall be scheduled during the period commencing the Tuesday immediately following Labour Day and ending the last Friday in June of the subsequent year. If the last Friday falls before June 26, the last scheduled day will be June 30.
  - b. School days in session shall not be scheduled on Saturdays, Sundays, statutory holidays or during the Winter and Spring break periods.
  - c. The first day of winter break period shall be on the Monday preceding December 26th. Schools shall re-open on the Monday following January 1st. If January 1st is a Saturday or Sunday, then the schools shall re-open on the following Tuesday.

- d. The first day of spring break shall be the third Monday in March. Schools shall reopen the fourth Monday in March.
  - e. The teacher's regular work year shall include the number of non instructional days as determined by the Standard School Calendar. On these non instructional days, teachers shall participate under the direction of the Board or its delegate, in professional development, administrative, or other school or district related activity.
3. A teacher who is requested in writing by the Superintendent of Schools or an Administrative Officer to work beyond the teacher's regular work year and who agrees to such employment shall be paid at the rate of 1/195th of his/her annual rate of pay for each full day worked.
  4. No teacher shall suffer loss of pay in the event of a Board or other authority ordered temporary closure of a school or cancellation of student attendance; however teachers may be required to report for work at the school or other location specified by the Board.

This clause does not apply to a school closure or the cancellation of student attendance caused by a strike or lockout.

## **ARTICLE D.12 SCHOOL DAY AND WEEKLY INSTRUCTIONAL ASSIGNMENT**

1. In an elementary school:
  - a. a school day shall be no longer than six (6) hours inclusive of instructional time not to exceed four (4) hours and forty-five (45) and a noon intermission and
  - b. a teacher's weekly instructional assignment shall not exceed twenty-three (23) hours and forty-five (45) minutes less preparation time as defined in Article D.4.5.
2. In a secondary school:
  - a. a school day shall be no longer than six (6) hours and thirty (30) minutes inclusive of instructional time not to exceed five (5) hours and nine (9) minutes and a noon intermission and
  - b. a teacher's weekly instructional assignment shall not exceed twenty-five (25) hours and forty-five (45) minutes less preparation time as defined in Article D.4.6.
3.
  - a. In each elementary school, there shall be fifteen (15) minutes of recess daily which shall not be included as instructional time.
  - b. In a secondary school, time for students to change classrooms, and where applicable, home room time, shall not be included as instructional time.
4. Lunch intermission shall be duty free for teachers except:
  - a. as specified elsewhere in this Agreement, and
  - b. where a teacher volunteers to participate in school related activities during the lunch intermission.

**ARTICLE D.13      REMOVED BY LEGISLATION / INTENTIONALLY LEFT BLANK**

**ARTICLE D.14      SUPERVISION**

1.    a.    Under normal operating conditions, teachers will not be required to perform routine supervision duties during the lunch intermission.
- b.    Under normal operating conditions, elementary teachers will not be required to perform routine supervision duties during the recess break.
- c.    Routine supervision during the lunch period shall mean the supervising of students who may be in classrooms, lunch rooms, cafeterias, hallways, stairways, designated spectator areas, gymnasiums, or on the school grounds during the lunch period, but shall not include supervision of other voluntary functions.
2.    a.    Notwithstanding Article D.14.1.a above, the Administrative Officer may require teachers who have been appointed as Principal Designates to be available during the lunch intermission to respond to emergency situations.
- b.    Notwithstanding Article D.14.1.a above, where First Aid Attendants are required to be available for medical emergencies throughout the lunch intermission, they shall receive compensatory time off at the rate of thirty (30) minutes for each noon intermission duty.
3.    The Administrative Officer of a school will endeavour to ensure that supervisory duties are equitably distributed among the teachers of his/her school.

**For LTA members as at June 30, 1997 only:**

4.    Effective September 1, 1991, no teacher shall be required to perform regular supervision duties in excess of seventy (70) minutes per week unless agreed to by the teacher.

**ARTICLE D.15      EXTRA-CURRICULAR ACTIVITIES**

1.    In this Agreement, extra-curricular activities include those that are beyond the activities relating to the provincially-prescribed and locally determined curricula of the School District.
2.    While the Board and the Association agree that extra-curricular activities are an integral part of school programs, the Board recognizes that involvement by a teacher in extra-curricular activities is on a voluntary basis.

**ARTICLE D.16      LIAISON COMMITTEE**

1.    The Liaison Committee shall consist of representatives from Management and representatives from and chosen by the Association. The management representatives shall include the Superintendent of Schools and/or the Secretary Treasurer and the Association representatives shall include the President and/or the Vice-President.



2. The Committee shall convene at the request of either party. The date, time and place of such meetings shall be by agreement of the parties and be held within two (2) weeks of the request.
3. The Committee shall be jointly chaired by the Association and Management.
4. The purpose of the Committee is to maintain good communication by discussing matters of common interest, to share concerns about problems that require resolution and to generate ideas for improved education for students and improved morale among employees.

#### **ARTICLE D.17 HEALTH AND SAFETY COMMITTEE**

1. Concerns of cleanliness, lighting, heating, ventilation, safety and hygiene affecting the learning situation within a school are best addressed by the teacher(s) and the Administrative Officer concerned. Matters not resolved at the school level shall be referred to the Health and Safety Committee.
2.
  - 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 four members, such members to be determined by the GTTA.
  - 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.
3. Employees who work in the industrial education shops will be reimbursed 50% of the cost of hard toe safety boots upon presentation of an invoice to the respective Administrative Officer. It is understood that this applies only once every twelve months to a maximum of one hundred dollars (\$100.00) per annum.
4. Hearing tests will be paid for by the Board for employees working in noisy environments, as determined by Workers' Compensation Board regulations.

#### **ARTICLE D.18 REMOVED BY LEGISLATION / INTENTIONALLY LEFT BLANK.**

**For LTA members as at June 30, 1997 only:**

5. Normally, teachers will not be called upon to administer medication or perform medical procedures.

## **ARTICLE D.19 HOME EDUCATION**

(see Letter of Understanding)

Educational services that may be required for home education students (as defined in Regulation 3 of the *School Act*) shall be provided by members of the bargaining unit unless more practically by an Administrative Officer.

## **ARTICLE D.20 REGULAR STAFF MEETINGS**

1. School staff meetings will normally be regularly scheduled although occasionally, additional staff meetings may be required for items of concern that require attention before the next regularly scheduled meeting.
2. At least seven days' notice of regular staff meetings shall be given. Such notice shall include an agenda to which all staff and the Administrative Officer may add items prior to the commencement of the meeting.
3. The Administrative Officer will make all reasonable efforts to restrict regular staff meetings as to frequency and length.
4. Teachers shall not be required to attend staff meetings on weekends, holidays, or other days when school is not in session for teachers.
5. Part-time teachers are encouraged to attend all regular staff meetings.

## **ARTICLE D.21 SCHOOL ACCREDITATION**

The Board shall provide to each school being accredited, five (5) substitute teacher days support during each accreditation cycle. Additional support may be granted by the Superintendent of Schools if the staff and Administrative Officer so request.

## **ARTICLE D.22 TEACHER ON CALL EMPLOYMENT**

(see Letter of Understanding)

1. General
  - a. When a teacher with assigned classroom duties is absent from school the Board shall employ a teacher on call, if available, to replace the teacher upon being informed of such absence.

- b. When a teacher without assigned classroom duties is absent from school, the Board shall employ a teacher on call, if available, to replace the teacher if requested by the teacher; however, it is agreed that teachers on call shall not be employed to replace school or district counsellors unless the absence exceeds five (5) consecutive school days and a specialist teacher on call with the necessary qualifications and experience, as determined by the Administrative Officer, is available.

#### **ARTICLE D.21 INVOLVEMENT IN SCHOOL AND DISTRICT BUDGET DEVELOPMENT**

The Association shall be invited to participate in the development of the District budget and school staffs and/or individual teachers shall be given the opportunity to be involved in the development of school budgets. Such involvement shall not include participation in or access to information concerning confidential items which are discussed and determined at Closed Meetings of the Board of School Trustees.

#### **ARTICLE D.22 TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS AND MAJOR RENOVATIONS TO SCHOOLS**

When new school buildings or major renovations to existing schools are being planned, the Board shall (a) include teachers in the planning process, (b) endeavour to ensure that classroom and other space provided is sufficiently flexible to allow teachers choice in the organization of classes and groupings and in the application of effective instructional techniques, and (c) endeavour to ensure that the size of rooms in the school is based on a functional plan rather than a rigid area formula.

#### **ARTICLE D.23 TECHNOLOGICAL CHANGE**

1. For the duration of this Agreement, the parties agree to the following provisions regarding technological change and further agree that the provisions of the Labour Relations Code will not apply.
2. Technological change means the introduction of different equipment, different material or different language, or the changed method of operation as a result of the introduction of different equipment, different material or different language which affects the terms, conditions, or security of employment of a significant number of employees and alters significantly the basis upon which the Agreement was negotiated. Technological change does not include normal layoffs as contemplated by Article C.2 (Seniority) and Article C.3 (Layoff/Recall) of this Agreement.
3. Where the Board proposes to effect a technological change it will advise the employees affected by the change no later than ninety (90) days prior to the term in which the change will become effective, setting out the nature of the change and the date of the proposed change.

4. Prior to implementation of a technological change, the parties agree to negotiate alternatives to assist those whose security of employment is affected and failing a mutually agreed settlement between the parties, the Association may refer the matter to arbitration pursuant to Article A.6 (Grievance Procedure).

## **SECTION E PERSONNEL PRACTICES**

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

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

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

#### **1. General**

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

#### **2. Definitions**

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

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

### **3. Resolution Procedure**

a. Step 1

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

b. Step 2

- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
- ii. The complaint should include specific behaviours which form the basis of the complaint and the definitions of sexual harassment/harassment which

may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.

- iii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.
- iv. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

c. Step 3

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

#### **4. Remedies**

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

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

## **5. Informal Resolution Outcomes**

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

## **6. Training**

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

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



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

#### **ARTICLE E.11 EVALUATION AND PROFESSIONAL GROWTH**

1. The purpose of supervision and evaluation is to promote and reinforce good instruction and to provide a basis for employment status.
2. An officer of the Board may observe and/or make constructive suggestions at any time, but a formal report to the Superintendent of Schools will not be written unless:
  - a. a teacher requests a report; or
  - b. an officer of the Board is of the opinion that a formal report is required in a situation that may be less than satisfactory or only marginally satisfactory.
3. When evaluation is undertaken for the purposes of a formal report on a teacher, the following shall apply:
  - a. The evaluator shall discuss with the teacher (1) the process and (2) the expected timeline by which the report will be written.
  - b. The report shall be based on a minimum of three (3) formal observations. The content of the report shall be based on the teacher's performance of the duties of a teacher as prescribed by the *School Act and Regulations*. The report shall be based primarily on personal observations by the evaluator, but may include additional information when it is clearly acknowledged that such information has been obtained in other ways. The report shall be based mainly on the areas(s) of the teacher's expertise. When it is deemed desirable to comment on other areas, the report shall indicate that this is the case.

- c. At least one half (0.5) of the visits referred to in Article E.11.3.b above shall be at a time mutually agreed upon by the teacher and the evaluator and shall be preceded by a pre-observation conference. All of the visits referred to in Article E.11.3. b above shall be followed by a post-observation conference.
  - d. At least 48 hours prior to filing a final report, the evaluator shall provide a copy of the draft report to the teacher. The evaluator shall also communicate with the teacher and offer to meet to discuss the draft report.
  - e. All final evaluation reports on a teacher shall be in writing.
  - f. Teachers may submit a written commentary on any written report, which shall be attached to and filed with all copies of the report.
  - g. It is recognized that a teacher on receipt of a less than satisfactory report shall be provided with supervisory direction to assist the teacher in developing an acceptable standard of performance. A plan of assistance shall be put into effect as soon as possible after receipt of a less than satisfactory report. Except for teachers in their first nine (9) months of employment (as per C.14.2) another report shall not be written until a period of six (6) months has lapsed since the writing of the previous report.
  - h. Reports shall be prepared only by an Administrative Officer of the school to which the teacher is assigned, the Superintendent of Schools, the Assistant Superintendent of Schools or a Director of Instruction.
  - i. The final report shall be filed in the teacher's personnel file at the School District office. A copy shall be given to the teacher and the Administrative Officer. No more copies of the teacher's report shall be made without the teacher's knowledge.
- 4.
- a. The parties agree that all teachers should model the ideal of lifelong learning by developing professional growth plans related to their school growth plans, the District Strategic Plan and the Ministry objectives. The parties agree that a process for the development of professional growth plans will be devised collaboratively by representatives of the GTTA and the Board of School Trustees.
  - b. Professional growth plans will not be kept in a personnel file as is the case with teacher evaluation reports. They will be retained by the Administrative Officer for easy reference during the school year. They will not become part of any permanent record or be used by the Administrative Officer or School District as part of any formal evaluative process.

## **ARTICLE E.12 CERTIFIED TEACHER ON CALL EVALUATION**

At the request of a certified teacher on call who has been employed by the District for more than twenty (20) school days in any one school year, a single observation report shall be provided by an administrative officer. No more than one report may be requested in any one school year.

**ARTICLE E.13 APPOINTMENTS AND ASSIGNMENTS**

1. General

a. The parties recognize that District-initiated transfers and in-school assignments of teaching staff is a means of encouraging professional growth, enriching school programs, providing for the effective utilization of teaching personnel, and a reflection of changing enrolment patterns. All appointments, assignments, reassignments or transfers shall be communicated in writing after due consideration has been given to:

- the needs of the students
- the requirements and educational needs of the School District
- the requirements of the school as expressed by the Administrative Officer
- the contribution the teacher could make in the new position
- the qualifications of the teacher
- the opportunity for professional growth of the teacher
- the expressed wishes of the teacher
- the teacher's length of service in the School District
- the training of the teacher
- the experience of the teacher
- the equitable distribution of workload

b. In-school assignments and District-initiated transfers shall not be made for punitive or arbitrary reasons; written reasons will be provided on request.

c. If a transfer to another school is District initiated, the teacher will be given at least thirty (30) days notice in writing.

d. On District-initiated reassignments of greater than twenty-five (25) km from one school to another which result in a change of residence, the Board agrees to pay the teacher the sum of three thousand dollars (\$3,000.00) for moving expenses.

Effective:	July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
	\$3,075.00	\$3,151.88	\$3,230.67	\$3,311.44	\$3,377.67

e. Definitions

Appointment - An appointment is the full-time or specified part-time employment by a school district of a teacher on a continuing, term-certain, probationary or on-call basis.

Position - A position is a teaching assignment on a full-time or specified part-time basis at a designated school(s) or work location(s).

Assignment - An assignment is the specific work undertaken by a teacher at a designated school(s) or work location.

Vacancy - A newly created position or an existing position vacated by the incumbent.

## 2. Posting of Vacancies

- a. All teachers in the District are eligible to apply for any vacancy.
- b. All vacancies of twenty (20) working days duration or longer which occur during the school year shall be posted on bulletin boards in all schools and centres of the school district for a period of seven (7) calendar days. Copies of all postings shall be forwarded at the time of posting to the Association president.
- c. If a part-time position is increased, only the increase constitutes a vacancy and shall be posted as such.
- d. During the posting period, vacancies may be posted externally; however, external applications will not be considered unless no suitable applications have been received from teachers presently employed by the District.
- e. During July and August, vacancies shall only be posted at the Board Office and copies of such postings shall be forwarded to the Association president.
- f. Every posting shall contain the following information:
  - i. Identification of the position and initial assignment, i.e. subject area(s), program level(s), and any other salient descriptive information;
  - ii. Start date and, if applicable, end date;
  - ii. Required qualifications for the initial assignment.

## 3. Appointments

- a. The Board shall fill vacancies on the basis of the criteria outlined in Article E.13.1.a.
- b. If a vacancy occurs during the school year, the vacancy shall be filled by a teacher on a term-certain appointment which shall expire at the end of the school year. If still required, the position shall be re-posted prior to the end of the school year with the subsequent appointment or assignment being effective at the beginning of the following school year.
- c. The name of the successful applicant shall be posted in the same manner as the original posting.
- d. Changes in Positions, Assignments and Re-assignments
  - i. The following provisions shall apply to changes in assignments, including changes made during the year-end staffing process.
  - ii. Alteration of assignments within a school are not posted.

- iii. A teacher's assignment shall be based on the criteria outlined in Article E.13.1.a.
- iv. Where declining enrolment or other factors necessitate assignment changes that would result in a reduction in a teacher's appointment and additional assignments outside of his/her current assignment can be made which prevent such a reduction in the teacher's assignment, this change in assignment shall not be posted.

If there is more than one teacher in the department or program level affected by these assignment changes, the teacher affected shall be the teacher with the least seniority in the District unless a teacher with more seniority volunteers to accept the assignment changes.

- v. Where declining enrolment or other factors result in a position being reduced or declared surplus, and the teacher affected can be offered another assignment for which the teacher is qualified within the school or at another school in the District and the teacher accepts the other assignment, then the change in assignment shall not be posted.

If there is more than one teacher in the department or program level in which the position is being reduced or declared surplus, the teacher affected shall be the teacher with the least seniority in the District unless a teacher with more seniority volunteers to be transferred.

- vi. Where declining enrolment or other factors result in a position being reduced or declared surplus the process outlined in Article C.3.2 shall be followed.
- vii. Special consideration in assignments will be given to a teacher returning from medical leave of absence with reference to the reasons for the leave and the teacher's state of health upon return, and may involve a return to part-time teaching pursuant to Article G.12.

## **ARTICLE E.14 PERSONNEL FILES**

1. There shall be only one master file for each teacher at the District Office.
2. A copy of any material placed in a teacher's personnel file shall be given to the teacher.
3. Upon request, a teacher shall have access to his/her file.
4. An appropriate Board official shall be present when an employee reviews his/her file, and the employee may be accompanied by an individual of his or her choosing.
5. The Board agrees that only material relevant to the employment of the employee shall be maintained in the personnel file.
6. Any file relating to an employee kept at a school shall be sent to the District Office or destroyed when the employee leaves that school.

## **ARTICLE E.15      DISCRIMINATION**

1. There will be no discrimination against any person on the basis of race, colour, creed, age, physical handicap, gender, sexual orientation, religious or political affiliation, national origin, marital status, whether she/he has children, or because he/she is participating in the activities of the Association, carrying out the duties as a representative of the Association, or involved in any procedure to interpret or enforce the provisions of the Collective Agreement.
2. Complaints by teachers of discrimination on the basis of the grounds outlined in (a) above, including discrimination against teachers by other employees, shall be dealt with under the grievance procedure outlined in this agreement.

## **ARTICLE E.16      FALSELY ACCUSED EMPLOYEE ASSISTANCE**

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

1. an investigation by the Board has concluded that the accusation is not true, or
2. the teacher is acquitted of criminal charges in relation to the accusation, or
3. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false, the teacher and the teacher's family shall be entitled to assistance under the Employee Assistance Program.

In special circumstances, the Board will give consideration to providing additional assistance as jointly recommended by the Superintendent of Schools and the President of the Association. Such additional assistance may include special counselling for the teacher and family members, short-term paid leave of absence for the teacher, position transfer, or any other assistance deemed appropriate in the circumstances.

## **ARTICLE E.17      SCHOOL ACT APPEALS**

1. Where a pupil and or parent/guardian files a Notice of Appeal under the *School Act* (Section 11) and the School Board Bylaw #3.1 of a decision of an employee covered by this Agreement, the employee and the Association shall immediately be notified of the appeal and the grounds upon which it is based.
2. The employee shall be given the opportunity to provide a written reply to any allegations contained in the appeal.
3. The teacher shall have the right to speak on his/her behalf in each of steps 02, 03, and 04 of the Board's Bylaw (Date: 2008.02 entitled Appeal Procedures-Student and/or Parents).
4. When the appeal is concluded the employee shall be informed of the disposition of the appeal and the reasons therefore.

5. No decision or By-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Agreement, or deprive the employee of any right, benefit or process otherwise provided by the law.

## **SECTION F      PROFESSIONAL RIGHTS**

### **ARTICLE F.11      PROFESSIONAL AUTONOMY**

Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practice, have individual professional autonomy in planning and determining the methods of instruction for the classes to which they are assigned. This clause does not preclude the right of management to exercise their rights pursuant to the *School Act* or this Agreement.

### **ARTICLE F.12      PROFESSIONAL DEVELOPMENT - GENERAL**

The Board and the Association recognize the value of in-service and professional development activities for employees. The parties also recognize that many employees engage in a wide variety of professional development activities on their own time and at their own expense. The parties believe that professional development has beneficial effects for the career development of its employees and for improved learning opportunities for the students in the District's schools.

### **ARTICLE F.13      PROFESSIONAL DEVELOPMENT FUND**

1.     a.     The Board agrees to contribute to the Association's Professional Development Fund \$300.00 per annum per teacher employed on a continuing or term certain contract as at December 31st of each year.
- b.     These funds shall be paid in two instalments:
  - i.         on or before September 10th, an advance equivalent to approximately ninety five (95) percent of the anticipated total annual contribution, and
  - ii.        the remainder on or before January 31st.
2.     Any funds provided by the Board to the Association for their Professional Development Fund shall be controlled and administered by the Association.
3.     The Association will provide the Board with an annual accounting of these funds.
4.     Upon approval of a teacher's request for in-service leave by the school's professional development committee, that teacher shall be granted the necessary leave subject only to the availability of a teacher on call.
5.     The cost of teachers on call employed to replace teachers engaged in professional development activities financed by this fund shall be charged to the Association.



## **ARTICLE F.14      PROFESSIONAL DEVELOPMENT DAYS**

1. During the teacher's regular work year, up to five (5) school days will be made available to individual teachers or groups of teachers to engage in Professional Development or planning activities. These days are in addition to any non instructional days (as outlined in Article D.11.2.e.) which are used for Professional Development or planning activities.
2. Where activities funded by the Association's Professional Development Fund are undertaken on Professional Development days, the provisions of Article F.13.4 will apply. Other activities undertaken on these days and the scheduling thereof, are subject to the approval of the Administrative Officer.

## **ARTICLE F.15      CURRICULUM CHANGE AND IMPLEMENTATION**

1. A joint committee shall be struck for the purposes of consultation regarding matters concerning the implementation of either provincial or local new curricula.
2. The membership of the committee shall comprise three (3) Association appointees, the Superintendent of Schools or his/her designate, one (1) elementary administrator and one (1) secondary administrator.
3. When new curriculum is initiated by the Ministry of Education or the School District and is introduced to the School District, this committee may make recommendations to the Board and the Association regarding the Professional Development needs of individual teachers or groups of teachers.
4. When making recommendations to the Board and/or the Association, the committee should be guided by the following principles:
  - a. The teacher should be the key agent of educational and/or curriculum change.
  - b. Teachers should be clear about the concept, the value and the process of the proposed curriculum change.
  - c. Teachers should understand the proposed change and how it differs from their current practice.
  - d. The change should offer an improvement over current practice.
  - e. Teachers should understand the steps to be taken during the implementation.
  - f. Adequate and appropriate resources should be available to support effective implementation.
  - g. Time is necessary to provide for:
    - i. lead time
    - ii. program assessment and/or modifications

- iii. planning, reporting and sharing
- viii. Instructional methodology should not be mandated.
- h. Teachers should participate in determining the nature and timing of in-service specific to any implementation.
- i. Appropriate retraining should be available for all teachers whose assignments and courses are changed as a result of implementation of educational change.
- j. Unique situations within the district should be acknowledged when planning changes.
- k. Criteria for measuring the success of program implementation, should be established prior to the process beginning.

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

## **ARTICLE G.11 LEAVE OF ABSENCE AND EMPLOYEE BENEFITS**

When an employee of School District No. 74 (Gold Trail) is granted "Leave of Absence" without pay in excess of thirty (30) days, contributions by the Board to all employee benefits shall be discontinued for the period during which the "Leave of Absence" has been granted.

A teacher may maintain employee benefits while on unpaid leave by making prior arrangements with the Secretary Treasurer's office whereby the teacher will pay the District's and the teacher's share of the premiums throughout the term of the leave.

## **ARTICLE G.12      SICK LEAVE**

See Letter of Understanding re: WCB Entitlement

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.

1. Sick leave allowance means the number of days that an employee has been credited through active service to the Board and for which he/she will be entitled to sick leave at his/her regular rate of pay.
2.
  - a. All sick leave, accumulated by a teacher prior to the effective date of this Agreement, will be credited to that teacher.
  - b. At the beginning of each school year, each full time teacher will be credited with an additional fifteen (15) sick leave days.
  - c. When a teacher commences employment at any time other than the beginning of a school year, the sick leave credit in Article G.12.2.b shall be reduced by one and one-half (1.5) sick leave days for each full month the teacher was not employed by the Board.
  - d. Any days during which a teacher has been absent with full pay for reasons of illness shall be charged against that teacher's sick leave allowance.
  - e. 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.
  - f. For each 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.
  - g. Part time teachers shall receive sick leave entitlement on a pro-rated basis.
3.
  - a. Where a full-time employee produces a medical certificate stating that the employee, while medically unable to work full-time, is capable of working part time, the employee's assignment may be reduced or he/she may be reassigned to another position where it is practical to do so. In either case, the change will be to a percentage of full time that the employee is capable of working.
  - b. An employee on partial medical leave will earn sick leave, proportionately, for the portion of time worked; and will use accumulated credits for the portion of time not worked.
  - c. An employee on partial medical leave will go on full sick leave with or without pay depending on the extent of his/her accumulated sick leave credits, if he/she proves incapable of meeting the requirements of his/her reduced or changed assignment.

4. At the discretion of the Superintendent of Schools, 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 illness and advising the date the employee is expected to be able to return to work. Where a requested certificate has not been provided, sick leave will not be approved.
5. 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. Any credits which have been ported from SD No. 74 to another district pursuant to PCA Article G.1 shall not be available to the teacher. Pursuant to PCA article G.1, an employee who is rehired to SD No. 74 is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in his/her previous school district.
6. The Board shall make all reasonable efforts to advise each employee of the amount of his/her accumulated sick leave monthly.
7.
  - a. Providing that the teacher is of age 55 or older and has a minimum of 15 years continuous service in the District, the Board agrees that payout of 20% of accumulated sick leave to a maximum of sixty (60) days will be made to the teacher on resignation or retirement from the District. In the event of death of the teacher, the 20% of accumulated sick leave to a maximum of sixty (60) days will be paid to his/her beneficiary.
  - b. Sick Leave Payout will be calculated on the basis of 1/195th of a teacher's salary, including any/all allowances that were earned during the year of retirement.

N.B.: Section G.12.7 does not apply to LTA members as at June 30, 1997.  
See Article B.30 "Retirement and Death Benefits".

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

## **ARTICLE G.13 COMPASSIONATE LEAVE**

1.
  - a. A maximum of five (5) days compassionate leave with pay will be given to an employee in the case of a death of: the spouse of an employee (including the common law and same sex spouse), the children, mother, father, brother, sister, grandchild, grandparents, brother-in-law or sister-in-law of the employee or the employee's spouse, or any other relative who normally resides in the employee's household.
  - b. If approved by the Superintendent of Schools, leave of absence in excess of five (5) days shall be granted without pay.
2. In the event of the death of any relative not mentioned in Article G.13.1.a above or a friend of the teacher, the teacher shall be granted leave of absence without pay for one day to attend the funeral. If necessary, up to four (4) additional days leave of absence without pay, shall be granted for travel.

**For LTA members as at June 30, 1997 only:**

3. In the event of the death of any relative not mentioned above, or a friend of the teacher, the teacher shall be entitled to leave for one-half (1/2) day with pay within the district, and one (1) day with pay out of district, for the purpose of attending the funeral and additional days if necessary, without pay, for travel.

**ARTICLE G.14 LEAVE FOR FAMILY EMERGENCY**

When an emergency arises in the teacher's immediate family, the teacher shall be entitled, after notifying the appropriate Administrative Officer, to use sick leave days, up to a maximum of five (5) days per emergency and a maximum of ten (10) days per year. Immediate members of the family shall be as defined in Article G.13 (Compassionate Leave).

**ARTICLE G.15 MATERNITY LEAVE**

See Letter of Understanding re: Maternity Supplemental Unemployment Benefits Plan

1. Short Term

- a. A pregnant teacher shall be granted, upon request, a leave of absence as provided for in Part 6 of the *Employment Standards Act*.
- b. Benefit contributions by the Board will be maintained during the short term maternity leave as if the teacher were working.

2. Early Return

**[Does not apply to LTA members as at June 30, 1997 – See G.15.4]**

If there is an occurrence of an incomplete pregnancy or the death of a child, and the teacher applies for an early return to work, then the Superintendent of Schools shall offer the teacher the first position available for which she possesses the necessary qualifications and experience.

3. Extended

- a. Teachers granted leave under Article G.15.1.a who choose not to return to work at the expiration of that leave may apply, in writing, for extended maternity leave, thirty (30) days prior to the expiry of the short term leave.
- b. Extended leave without pay shall be granted upon request for a period of up to a maximum of twenty (20) calendar months, with return to coincide with the commencement of a term or semester.
- c. Teachers returning from extended maternity leave shall notify the Board thirty (30) days in advance except in respect to leave expiring June 30, where notice shall be given by May 31.
- d. Benefit coverage for extended maternity leave may be maintained by the teacher in accordance with Article G.18 (Long Term Personal Leave).

**(For LTA members as at June 30, 1997 only)**

4. Return to Work
  - a. A teacher returning from maternity leave within a school year shall be reassigned to the same position held prior to the leave as far as practicable.
  - b. A teacher returning from maternity leave in a subsequent school year shall be assigned to a reasonably comparable position within the district.
  - c. These items notwithstanding, a teacher may choose to apply for a transfer to another position.

**(For LTA members as at June 30, 1997 only)**

5. Early Return to Work
  - a. If there is an occurrence of an incomplete pregnancy or the death of a child, and the teachers applies for an early return to work, then the teacher shall be placed pursuant to Article G.15.4.
  - b. If, at the end of the agreed upon period of leave, the teacher is unable to return to duty because of ill health, she shall present the Board with an acceptable medical certificate and shall qualify for sick leave provisions.

#### **ARTICLE G.16 PATERNITY LEAVE**

1. Upon notification to the Administrative Officer, up to five (5) days leave shall be granted to a father for the birth of his child or the adoption or legal guardianship of a child.
2. The first two (2) days granted shall be with pay with the remaining days with pay less teacher on call costs.

#### **ARTICLE G.17 PARENTHOOD LEAVE**

**For LTA members as at June 30, 1997 only**

A teacher with a dependent child/children shall be granted upon request one parenthood leave of absence without pay for a period of time up to a maximum of ten (10) school months. Subsequent parenthood leaves may be granted.

#### **ARTICLE G.18 LONG TERM PERSONAL LEAVE**

1. The Board may grant personal leave for up to one year, or such extended period as the parties mutually agree, without pay, without accumulating seniority and without benefits. Should a teacher choose to maintain his/her benefits while on long term personal leave, then arrangements can be made to have the teacher pay the full cost of such benefits for the duration of the leave.
2. Long term personal leave is subject to operational requirements and adequate notice and will not exceed one teacher per school except under special circumstances. Long term personal leave may not be granted where another teacher at the same school has



been granted leave under the Deferred Salary Leave Plan. All long term personal leave must have the prior approval of the Superintendent of Schools.

3. In the event operational requirements cannot allow leave for those making application, the Board agrees that the Superintendent of Schools, Administrative Officer concerned and the Association President shall meet to determine who is to be recommended to the Board for leave.
4. Teachers on leave are asked, as a matter of courtesy, to inform the Superintendent of Schools by March 31 of the leave year, of their intentions concerning the succeeding year.
5. Employees granted leave under the provisions of Article G.18 "Long Term Personal Leave" for parenthood purposes (as identified upon application by the employee) will be considered to have been granted "parenthood leave". (See C.2.2.e.vii.)

**For LTA members as at June 30, 1997 only:**

6. A teacher returning from leave of one year or less will return to his/her previous position, provided that the position still exists.

## **ARTICLE G.19 DISCRETIONARY LEAVE**

(See Letter of Understanding)

1. Upon reasonable notice to his/her Administrative Officer, discretionary leave up to a maximum of five (5) days shall be granted each year provided a teacher on call is available.
2. The first three (3) days discretionary leave granted shall be with pay less teacher on call costs; any additional discretionary leave granted shall be without pay.
3. If two (2) teachers in a school apply for discretionary leave for the same day, the Administrative Officer has the sole discretion to approve or decline the second request. In any event, no more than two (2) teachers in any one (1) school shall be granted discretionary leave on the same day.

## **ARTICLE G.20 EXAMINATIONS**

Upon written request to the Superintendent of Schools a teacher may be given leave to undergo examinations. The first day of examinations will be with pay; subsequent days will be with pay less teacher on call costs.

Examinations will be understood to include the following:

1. final examinations in Education courses at a University that offers courses recognized for teacher certification in the Province of British Columbia;
2. final examinations in courses offered at any university level educational institution if, in the opinion of the Superintendent of Schools, these courses contribute directly to the teachers' teaching assignment in School District No. 74 (Gold Trail);

3. entrance examinations for graduate programs at Universities recognized for teacher certification in the Province of British Columbia.

A written request for leave under this Article must be filed with the Superintendent of Schools prior to the actual examination dates. Such requests must be counter-signed by the Administrative Officer concerned to indicate that she/he is aware of the request.

#### **ARTICLE G.21 UNIVERSITY CONVOCATION**

Upon written request to the Superintendent of Schools, leave for one day with pay shall be granted in order for a teacher to attend his/her Convocation Ceremony.

#### **ARTICLE G.22 LEAVE FOR ELECTIVE OFFICE**

1. When a teacher is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, he or she shall be given leave of absence, without pay, during the election campaign. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, he/she shall be granted a long-term leave of absence without pay, employee benefits or seniority for a period of up to five (5) years or as mutually agreed by the parties.
2. Teachers elected or appointed to municipal or regional district offices or public boards shall be granted leave of absence, with pay, less teacher on call costs, up to a maximum of twenty (20) days in any one school year.

#### **ARTICLE G.23 JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS**

**(N.B. Clauses 1 and 2 do not apply to LTA members as at June 30, 1997 - Refer to 3 below)**

1. The Board shall grant a leave of absence with pay to 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.
2. Where an employee is subpoenaed by the Board to attend legal proceedings before an independent tribunal or arbitration board, in connection with the interpretation or application of this Agreement, the Board shall grant leave with pay.

#### **For LTA members as at June 30, 1997 only**

3. Jury Duty or Subpoena

A teacher, upon giving reasonable notice, will be granted leave of absence with pay for the time required to serve on a jury; for his/her being called for jury duty; or for his/her being subpoenaed as a witness other than on his/her own behalf or interest. Any fees or payments made to the teacher for such duties or services, exclusive of parking, travel, meals or child care expenses, must be remitted to the School District.

## **ARTICLE G.24 RELEASE TIME FOR THE PRESIDENT**

1. The Board agrees to release the President of the Association from teaching duties as requested by the Association.
2. The election for President will be held and the Board notified of the results and the required release time prior to the May 15th preceding the commencement of the term of office.
3. The Board will continue to pay the President his/her salary and to provide benefits as specified in the Agreement. The Association will reimburse the Board for such salary and benefits cost upon receipt of a monthly statement.
4. The President shall be entitled to all rights and benefits and subject to all conditions of the Agreement as if he/she were not on leave.
5. The Board shall assign the President returning to teacher duties from a term as President to the position held prior to assuming the position of president, if such position no longer exists, the assignment shall be to a position comparable to that which he/she held prior to taking the leave.
6. It is agreed that in the event the return of an employee granted leave under this article results in the lay off of another employee covered by this agreement, the provisions of Article C.2 shall apply.
7. In the event the President is unable to complete his/her presidential term, or part thereof, the Board shall permit another Association member to assume the duties of the President, provided that a mutually acceptable replacement teacher is available. Article G.24.1, G.24.3, G.24.4 and G.24.5 shall apply.

## **ARTICLE G.25 SHORT TERM LEAVE FOR ASSOCIATION BUSINESS**

1. Upon adequate written request from the Association, leave of absence with pay and without loss of seniority shall be granted to a maximum of ten (10) days per school year for any teacher on Association business. This maximum may be exceeded with the approval of the Superintendent of Schools.
2. Upon adequate written request from the BCTF or College, leave of absence with pay and without loss of seniority shall be granted to a maximum of fifteen (15) days per school year for any teacher on official business. This maximum may be exceeded with the approval of the Superintendent of Schools.
3. The maximum allotment for an individual will be eighteen (18) days unless otherwise approved by the Superintendent of Schools.
4. The cost of providing teachers on call shall be paid by the Association or the requesting body.

## **ARTICLE G.26 LONG TERM LEAVE FOR ASSOCIATION BUSINESS**

1. In the event that an employee covered by this agreement is elected to a full-time position as an officer of the BCTF, or is appointed on a term contract of employment to the administrative staff of the BCTF, or secondment to the BCTF, leave of absence without pay shall be granted for the duration of those duties.
2. For purposes of pension, experience, sick leave and seniority the employee shall be deemed to be in the full employ of the Board.
3. Upon written notice at least three (3) months prior to the beginning of the school year, the Board shall assign an employee granted leave under this Article to the position held prior to taking the leave of absence; if such position no longer exists, the assignment shall be to a position comparable to that which the employee held prior to taking the leave of absence.
4. It is agreed that in the event the return of an employee granted leave under this article results in the lay off of another employee covered by this agreement, the provisions of Article C.2 shall apply.

## **ARTICLE G.27 LEAVE FOR NEGOTIATIONS AND ADMINISTRATION**

[Refer to Article A.7. Leave for Provincial Contract Negotiations]

1. The parties agree to schedule negotiating and preparation sessions so as to impact as little as possible on the learning situation.
2. Release time with pay shall be granted to up to five (5) members of the Association when attending joint bargaining meetings with the Board. The cost of the teachers on call shall be borne on an equal basis by both parties. Under normal circumstances the Association will request leaves at least three days in advance of the scheduled meetings.

3. Subject to the operational requirements of the school, release time, with pay, for up to three (3) members of the Association to prepare for negotiations during negotiating years shall be granted to a maximum of five (5) days for each member. The cost of teachers on call shall be borne by the Association. Under normal circumstances the Association will request leaves at least three days in advance of the scheduled meetings.
4. Release time, for up to three (3) teachers or such number as the parties mutually agree, shall be granted to attend grievance meetings or arbitration hearings pursuant to this Agreement. The cost of teachers on call shall be borne by the Association. Under normal circumstances the Association will request leaves at least three days in advance of the scheduled meetings.

#### **ARTICLE G.28 DEFERRED SALARY LEAVE PLAN**

1. The Board shall administer a Deferred Salary Leave Plan.
2. The Deferred Salary Leave Plan shall be governed by a Deferred Salary Leave Plan Committee composed of three (3) members appointed by the Association and three (3) members appointed by the Board. The committee shall select a chairperson from amongst its members.
3. The committee shall determine any questions referred to it regarding the operation of the Deferred Salary Leave Plan including the selection and election of an eligible financial institution for the deferred compensation amounts.

#### **ARTICLE G.29 STUDY LEAVE – YEAR END**

Upon written request and approval of the Superintendent of Schools or his delegate, a teacher shall be granted leave of absence with pay less teacher on call costs (whether a teacher on call is required or not) to attend summer sessions during the last two weeks of the school year provided:

1. the teacher remains in the employ of the Board in the following school year, and
2. the teacher completes all the necessary year-end duties required by the Administrative Officer.

## SIGNATURES

Signed at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
Lynda Minnabarriet, Secretary-Treasurer  
School District No. 74 (Gold Trail)

\_\_\_\_\_  
Volker Jastrzebski, President  
Gold Trail Teachers' Association

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

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

# **PROVINCIAL LETTERS OF UNDERSTANDING/INTENT**

## **LETTER OF INTENT No. 1**

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

**Re: Formalization of Middle School Provisions**

**Does not apply in School District No. 74 (Gold Trail)**

**LETTER OF UNDERSTANDING NO. 1**

**BETWEEN**

**The British Columbia Teachers' Federation**

**AND**

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

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

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

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

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

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

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

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



<b>Appendix 1</b> <b>PROVINCIAL MATTERS</b>
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## **Appendix 1 – Provincial Matters**

### **Housekeeping — Form Issues**

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

### **Section A — The Collective Bargaining Relationship**

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

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

**Section B — Salary and Economic Benefits**

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

## **Special Placement**

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

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

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

**Section C — Employment Rights**

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

**Section D — Working Conditions**

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

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

**Section E — Personnel Practices**

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

12. Criminal Record Checks
  - 1.111 *criminal record checks*
13. Resignation
  - 3.44 *Employee Terminating Employment*

**Section F — Professional Rights**

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

**Section G — Leaves of Absence**

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



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

1..58 *Other - Leave*  
1.106 *Committee - Detached Duty*

May 31, 1995 - Provincial

<b>Appendix 2</b>
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**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

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

**Concerning Selection of Administrative Officers**

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

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

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

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

Dated this 11 day of December, 1996.

"Alice McQuade"  
President  
BC Teachers' Federation

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

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

**Professional Development**

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*

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

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

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

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

British Columbia Teachers' Federation

British Columbia Public School  
Employers' Association

"R. Worley"

"K. Halliday"

## LETTER OF UNDERSTANDING NO. 2

**Between:**

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

**And:**

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

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

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

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

John Kinzie  
Judi Korbin  
Robert Pekeles

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

Dated: August 14, 2007

*Originals signed by:*

Irene Lanzinger  
For the BCTF

Jacque Griffiths  
For the BCPSEA



**LETTER OF UNDERSTANDING No. 3. a**

**Between**

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

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

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

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

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**Does not apply in School District No. 74 (Gold Trail).**

**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**

**Does not apply in School District No. 74 (Gold Trail).**

## LETTER OF UNDERSTANDING No. 4

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

### **Re: Early Incentive Payment**

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

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

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

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

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

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

Original signed by:

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

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

**LETTER OF UNDERSTANDING No. 5**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacque Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 6**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Employment Equity – Aboriginal Employees**

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

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

Original signed by:

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Brian Kennelly  
BCTF Co-Chief Negotiator

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Jacque Griffiths  
BCPSEA Chief Negotiator

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Suzie Mah  
BCTF Co-Chief Negotiator

**LETTER OF UNDERSTANDING No. 7**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Provincial Articles Housekeeping Committee**

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

## LETTER OF UNDERSTANDING No. 8

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 9**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Rehabilitation Committee**

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

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

1. The time and manner in which employees are referred to the program and in which contact is made by the Rehabilitation Consultant after referral;
2. Employees' participation;
3. Status of the employee in the BCTF Rehabilitation Program;
4. Information provided to the employer when an accommodation is sought;
5. Information provided to the employer with respect to the status of an employee's SIP/LTD claim;
6. Expansion of the BCTF Rehabilitation Program to 60 School Districts;
7. The effectiveness of the BCTF Rehabilitation program and potential areas of improvement;
8. 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:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator



**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Benefits Review Committee**

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

## LETTER OF UNDERSTANDING No. 11

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

### Re: 2008 Salary Harmonization

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

	Category 4	Category 5	Category 5+	Category 6
Max	\$ 62,566	\$ 71,117	\$ 76,168	\$ 77,942
3. Notwithstanding the above, the salary grid maximums for category 4, 5, 5+ and 6 in the districts covered by this Letter of Understanding shall be increased by no less than 2.5%.
4. No grid steps other than the maximums identified in 1 and 2 above shall be adjusted as a result of the implementation of this salary harmonization initiative.

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

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

	Category 4	Category 5	Category 5+	Category 6
Max	\$ 56,407	\$ 64,116	\$ 68,669	\$ 70,269
2. *Add 2.5% effective July 1, 2006*
3. *Add 2.5% effective July 1, 2007*
4. *Add 2.5% effective July 1, 2008*
5. *Add an additional 3.0% effective July 1, 2008*

Original signed by:

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

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

## LETTER OF UNDERSTANDING No. 12

BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Teacher Supply and Demand Initiatives**

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

### **Remote Recruitment & Retention Allowance:**

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

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

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

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

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

3. 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.

1. 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:

- a. 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.
  - b. 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.
  - c. 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.
  - d. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
2. The manner of allocation of the Fund monies to employees shall be subject to negotiations between the BCTF and BCPSEA.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 14**

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

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

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:

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Jinny Sims  
BCTF President

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Jacquie 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

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Irene Lanzinger  
BC Teachers' Federation

March 13, 2008

# LOCAL LETTERS OF UNDERSTANDING

## Letter of Understanding

### Maternity Supplemental Unemployment Benefits plan March 1991

Between: School District No. 30 (South Cariboo)

And: South Cariboo Teachers' Association

The parties hereby agree as follows:

1. The objective of the plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by Maternity Leave.
2. An employee may not use sick leave during Maternity Leave while this agreement is in effect.
3. Employees must apply for employment insurance benefits before SUB becomes payable.
4. Employees disentitled or disqualified from receiving EI benefits are not eligible for SUB.
5. Employees do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.
6. The benefit level paid under this plan is set at 95% of the employees' normal weekly salary for the first two weeks of the leave, and 75% of the employees' normal weekly salary for a further 15 weeks. It is understood that in any week, the total amount of SUB, employment insurance gross benefits and any other earnings received by the employees will not exceed 95% of the employee's normal weekly earnings.
7. The maximum number of weeks for which SUB is payable during a maternity leave of absence is 17.
8. The employee must provide the employer with the proof that s/he is getting EI benefits or that s/he is not getting benefits for reasons specified in the plan.
9. The employer will use the benefit stub to verify that employees are receiving EI benefits or other earnings.

#### Original signed on behalf of:

BOARD OF SCHOOL TRUSTEES SCHOOL DISTRICT NO. 30 (SOUTH CARIBOO)  
SOUTH CARIBOO TEACHERS' ASSOCIATION

## **Letter of Understanding**

### **Worker's Compensation Board**

**March 1993**

Between: School District No. 30 (South Cariboo)

And: South Cariboo Teachers' Association

Both parties agree that the following provisions shall apply:

An employee prevented from performing the employee's regular work with the Employer, on account of an occupational accident or sickness 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 Worker's Compensation Board made from the Employee's sick leave entitlement for each day the employee is entitled to Worker's Compensation, provided the employee has the requisite number of sick leave days left to the employee's credit.

The employer shall receive the Workers' Compensation cheque and shall pay the employee the employee's regular salary; in the event an employee has not sufficient sick leave entitlement the employee shall receive the Worker's Compensation cheque.

#### **Original signed on behalf of:**

BOARD OF SCHOOL TRUSTEES SCHOOL DISTRICT NO. 30 (SOUTH CARIBOO)

SOUTH CARIBOO TEACHERS' ASSOCIATION

## **Letter of Understanding**

### **Maternity supplemental unemployment benefits plan**

**September 1998**

Between: School District No. 74 (Gold Trail)

And: Gold Trail Teachers' Association

With reference to the Letter of Understanding dated 7 March 1991, the parties agree that the following calculations will be used for calculating a teacher's normal weekly salary as detailed in paragraph 6:

1. Normal weekly salary will be based on 2.5% of the employee's annual salary.
2. Supplementation of Employment Insurance benefits will occur from September to June (i.e. not in July and August).

#### **Original signed on behalf of:**

BOARD OF SCHOOL TRUSTEES SCHOOL DISTRICT NO. 74 (GOLD TRAIL)

GOLD TRAIL TEACHERS' ASSOCIATION

## **Letter of Understanding**

### **Article D.12 School Day & Weekly Instructional Assignment**

**March 1999**

**Between:** School District No. 74 (Gold Trail) & the British Columbia Public School Employers' Association

**And:** Gold Trail Teachers' Association & the British Columbia Teachers Federation

The parties agree that:

At Gold Bridge Community School and Sk'il' Mountain Community School, the instructional time will not exceed five (5) hours and fifteen (15) minutes and a lunch intermission on Monday through Thursday, and two (2) hours and forty-five (45) minutes on Friday.

#### **Original signed on behalf of:**

BOARD OF SCHOOL TRUSTEES SCHOOL DISTRICT NO. 74 (GOLD TRAIL) & THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

GOLD TRAIL TEACHERS' ASSOCIATION & THE BRITISH COLUMBIA TEACHERS' FEDERATION

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