

FINAL November 27th, 2009

WORKING DOCUMENT -- SCHOOL DISTRICT 75

PROVINCIAL COLLECTIVE AGREEMENT

-BETWEEN-

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

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

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

Effective July 1, 2006 to June 30, 2011

AS IT APPLIES IN S.D. #75 (MISSION)

Between

**The Board of School Trustees in School District No. 75 (Mission)
(The "Employer")**

And

**The Mission Teachers' Union
(The "Local")**

Please note: This document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between BCTF and BCPSEA under the Public Education Labour Relations Act, as those terms and conditions are applicable to this school district. In the event of dispute, the original source documents would be applicable.

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SECTION A: 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 (PC A.6)

1. Preamble

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

Steps in Grievance Procedure

2. Step One

- a. The local or an employee alleging a grievance ("the grievor") shall request a meeting with the employer official directly responsible, and at such meeting they shall attempt to resolve the grievance summarily. Where the grievor is not the local, the grievor shall be accompanied at this meeting by a representative appointed by the local.

- b. The grievance must be raised within thirty (30) working days of the alleged violation, or within thirty (30) working days of the party becoming reasonably aware of the alleged violation.

3. Step Two

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

4. Step Three

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

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

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

5. Omitting Steps

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

6. Referral to Arbitration: Local Matters

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

7. Referral to Arbitration: Provincial Matters

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

8. Arbitration (Conduct of)

- a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
- b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.
- c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.
- d. Authority of the Arbitrator:
 - i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.
 - ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.

- iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.
- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

9. General

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

ARTICLE A.7: LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

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

4. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

ARTICLE A.8: LEGISLATIVE CHANGE

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

ARTICLE A.21: PRESIDENT'S LEAVE

The Board hereby agrees to release the president of the Union from teaching duties for the full-time. The Board will continue to pay the president his/her salary and to provide benefits as specified in the Agreement. The Union will reimburse the Board for such salary and benefit costs upon receipt of a monthly statement. For purposes of pension, experience, sick leave and seniority, the president shall be deemed to be in the full employ of the Board. The president shall inform the Board of the number of days or partial days, if any, that he/she was absent from presidential duties due to illness. Such days or partial days shall be deducted from the president's accumulated sick leave credits. The teacher returning to full teaching duties from a term or terms as president shall be assigned to the position held prior to the release, or if that position no longer exists, to a position mutually agreed between the teacher and the Board.

ARTICLE A.22: LEAVE FOR UNION BUSINESS

1. An employee covered by this agreement who is a member of the Executive Committee, Representative Assembly, a committee or task force of either the local, the BCTF, the CTF, the BCCT Council or appointed an official representative or delegate of the local or the BCTF, or who is a Union staff representative, shall be entitled to release time without loss of pay from instructional duties to carry out the duties involved. Such release from duties shall be granted without loss of pay and shall be granted subject only to the Board being reimbursed for the cost of the Teacher on Call.

2. 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, leave of absence without pay shall be granted for the duration of those duties. For purposes of experience and seniority the employee shall be deemed to be in the full employ of the Board. In such case the employee shall be entitled to return to an assignment comparable to that previously held. In the event of a return effective on a date other than July 1, the employee shall provide six (6) weeks notice.
3. The total number of days release time granted per teacher, per year, pursuant to Article A.22.1, shall not exceed the following guidelines:
 - a. thirty(30) days for members of the BCCT Council.
 - b. fifteen (15) days for a member of the BCTF Executive Committee.
 - c. six (6) days for a member of the BCTF Representative Assembly.
 - d. five (5) days for other release time pursuant to Article A.22.1.
4. Release time beyond that referred to in Article A.22.3, which is required to perform the duties of the position, shall not be unreasonably denied.

ARTICLE A.23: RELEASE TIME FOR NEGOTIATIONS

Whenever meetings with the Board’s negotiating committee require loss of instructional time, the Board will pay the costs of Teachers on Call for up to a maximum of five Union bargainers.

ARTICLE A.24: SCHOOL STAFF REPRESENTATIVES

School staff representatives elected in accordance with local Union procedures shall have the right to:

1. Be relieved of all supervisory duties, subject to a majority vote of the school staff committee.
2. Convene staff meetings in the school to conduct Union business subject to Article A.25. (Access to Worksite)
3. Upon request of the Union and the teacher in question:
 - a. be relieved of teaching duties to be present at personnel related meetings between an Administrative Officer of the District and that teacher. It is understood that such meetings whenever possible shall be held outside instructional time;
 - b. be relieved of instructional duties in order to participate in a formal grievance step or arbitration hearing.
4. Any TOC costs arising from the release of the staff representative from instructional duties shall be borne by the party (either the Union or the Board) who initiated the request for release.

ARTICLE A.25: ACCESS TO WORKSITE

1. Subject to availability of the facility and prior notification being given to the school Administrative Officer, authorized representatives of the Union shall have the right to transact official Union business on school property at all reasonable times provided that such activities or use do not interfere with classroom instruction or substantially interfere with school activities.
2. Notwithstanding Article A.25.1, the Union president or designate may meet with any member, at any time, in any location within the district provided such a meeting does not interfere with that member's classroom instruction.

ARTICLE A.26: USE OF SCHOOL FACILITIES

The Union shall have the right to the reasonable use of school and district facilities and equipment during all reasonable hours for meetings and other Union activities subject to the availability and prior notice.

ARTICLE A.27: BULLETIN BOARDS

The Union shall have the right to post notices of activities and matters of Union concern on Union bulletin boards, at least one of which shall be provided in each school building in areas frequented by bargaining unit members.

ARTICLE A.28: INTERNAL MAIL

The Union may make reasonable use of the district mail service and employee mail boxes for communication to bargaining unit members.

ARTICLE A.29: SCHOOL STAFF COMMITTEE

1. Every school has the right to establish a staff committee, whose mandate shall include mechanisms for co-operative problem solving. The size and membership of the staff committee shall be determined by the staff.
2. The school's Administrative Officers shall, at committee's request, meet with the school staff committee or its representative to discuss issues relevant to the teaching staff of the school.
3. If the Administrative Officer chooses not to implement a formal motion of a staff committee, he/she shall provide the reasons. The motion may be forwarded to both the Union and the Superintendent or Assistant Superintendent in charge of the school concerned.

ARTICLE A.30: ACCESS TO INFORMATION

1. The Board, upon request by the Union, agrees to furnish to the Union or its designated representatives, the following information:
 - a. Public information concerning the financial resources and professional staff of the District.
 - b. The Board and the Union agree to share other non-confidential information which pertains to employees covered by this agreement.
 - c. Professional employee information including a list of employees showing their names, grid placements, seniority, and staff assignment.
 - d. Notifications of job postings, transfers, hirings, resignations, retirements, employee deaths and discharges.
 - e. Notifications of suspensions and unsatisfactory evaluations, as they occur, subject to strict confidentiality.
 - f. Agendas and minutes of all public Board meetings and all attachments thereto at the time of distribution to the Board.

ARTICLE A.31: RIGHT TO REPRESENTATION

1. Neither Administrative Officers nor any other Board designate shall initiate discussions regarding an investigation for any disciplinary matter with a member to whom it has not been recommended that he/she exercise the right to be accompanied by the Union president or designate and/or a BCTF representative. This recommendation shall be made in the presence of the Staff Representative.
2. If, in the course of a discussion between an Administrative Officer and a member, it becomes apparent to either party that an investigation leading to disciplinary action is impending then the Administrative Officer shall advise the member of the right to representation pursuant to Article A.31.1. The member may decline to discuss the matter further, until she/he has representation.

ARTICLE A.32: PICKET LINE PROTECTION

1. All employees covered under this Agreement shall have the right to refuse to cross or work behind a duly constituted picket line arising from a dispute as defined in the Labour Relations Code. Any employees failing to report for duty pursuant to Article A.32 shall be considered to be absent without pay.
2. Refusal to cross a duly constituted picket line, arising from a dispute as defined in the Labour Relations Code, encountered in carrying out Board business, shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action by the Board.

3. The Board shall not request, require, nor direct teachers covered by this agreement to do work or carry out duties normally performed by employees engaged in a strike, or lock out, nor shall teachers request, require, or direct pupils to carry out such duties.
4. Teachers shall not be required to work with persons who are paid to perform any of the duties which would normally be performed by School District No. 75 employees on strike or lock out.

ARTICLE A.33: COPY OF AGREEMENT

The Board shall provide every employee with a printed copy of this agreement within thirty (30) days of the execution of the final agreement, and at the time of hiring.

ARTICLE A.34: ORIENTATION

1. All employees new to the staff of the Board shall receive within the first thirty (30) days of commencing duties, an orientation designed and presented jointly by the Board and the Union.
2. The orientation shall acquaint employees with the basic operation of the School District and the school as well as their rights and responsibilities under the Collective Agreement.

ARTICLE A.35: EXPEDITED ARBITRATION

1. Only grievances resulting from Article E.21 (Posting Vacant Positions), Article E.22 (Filling Vacant Positions), and Article E.24 (Board-Initiated Transfers) may be referred to Expedited Arbitration by the party initiating the grievance. (In accordance with Article A.6.7)
2. By mutual agreement, any other grievance may be referred to expedited arbitration.
3. A single arbitrator shall be selected from the list below. Unless the parties agree otherwise and subject to Article A.35.4. below, the arbitrator shall be selected on a rotational basis. Nothing shall prevent the parties from mutually agreeing to an arbitrator that is not included on the list.
4. Within ten (10) teaching days of the grievance being referred to expedited arbitration, the arbitrator shall hear the grievance and shall render a decision within five (5) days. If no arbitrator from the list is available within ten (10) teaching days, the first available arbitrator from the list shall be selected.
5. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision. Expedited arbitration decisions shall be of no precedential value and shall not thereafter be referred to by the parties in respect to any other matter.
6. The parties shall share equally the costs of fees and expenses of the arbitrator.

7. The list of arbitrators to be selected shall be:

- a. Emily Burke
- b. Robert Deibolt
- c. John Hall
- d. John Kinzie
- e. Wayne Moore
- f. Bob Pেকেles
- g. John Steeves
- h. Christopher Sullivan
- i. Colin Taylor

ARTICLE A.36: EXCLUSIONS FROM THE BARGAINING UNIT

- 1. 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. The Board shall notify the Union of all new positions offered in the District and submit to the Union offices a written description of the contemplated duties of the new position(s).
- 3. The Board shall not contract out the provision of educational services, except in the case of specialized services for special needs students where the Board would not reasonably be expected to employ professionals on a part or full-time basis.

SECTION B: SALARY AND ECONOMIC BENEFITS

ARTICLE B.1: SALARY

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

LOCAL PROVISIONS:

5. With effect from January 1, 1992, teachers possessing a category 5 teaching certificate plus the equivalent of one (1) year university credit, shall be paid on the category 5+ (defined as 80% of the difference to Category 6). Assessment of credits for placement in category 5+ shall be made by the Associate Superintendent, Human Resources, subject to Appendix 5: Definition of credits for Category 5+.

[Effective September 1, 2007, Article B.1.5 is replaced by Article B.12. See also Letter of Understanding No. 14 for Transitional Provisions.]

6. Salary Grids

July 1, 2006				
Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$38,016	\$40,776	\$43,786	\$44,843
1	\$39,855	\$43,110	\$46,274	\$47,386
2	\$41,694	\$45,444	\$48,762	\$49,928
3	\$43,533	\$47,778	\$51,251	\$52,471
4	\$45,372	\$50,112	\$53,739	\$55,013
5	\$47,212	\$52,446	\$56,227	\$57,556
6	\$49,051	\$54,780	\$58,716	\$60,099
7	\$50,890	\$57,114	\$61,204	\$62,641
8	\$52,729	\$59,448	\$63,692	\$65,184
9	\$54,568	\$61,782	\$66,181	\$67,726
10	\$56,407	\$64,116	\$68,838	\$70,269

July 1, 2007				
Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$39,941	\$42,840	\$46,002	\$47,113
1	\$41,873	\$45,292	\$48,617	\$49,784
2	\$43,805	\$47,745	\$51,231	\$52,456
3	\$45,737	\$50,197	\$53,845	\$55,127
4	\$47,669	\$52,649	\$56,460	\$57,798
5	\$49,602	\$55,101	\$59,074	\$60,470
6	\$51,534	\$57,553	\$61,688	\$63,141
7	\$53,466	\$60,005	\$64,303	\$65,812
8	\$55,398	\$62,458	\$66,917	\$68,484
9	\$57,330	\$64,910	\$69,531	\$71,155
10	\$59,263	\$67,362	\$72,146	\$73,826

July 1, 2008				
Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$40,939	\$43,911	\$47,152	\$48,291
1	\$42,920	\$46,425	\$49,832	\$51,029
2	\$44,900	\$48,938	\$52,512	\$53,767
3	\$46,881	\$51,452	\$55,191	\$56,505
4	\$48,861	\$53,965	\$57,871	\$59,243
5	\$50,842	\$56,479	\$60,551	\$61,982
6	\$52,822	\$58,992	\$63,320	\$64,720
7	\$54,803	\$61,506	\$65,910	\$67,458
8	\$56,783	\$64,019	\$68,590	\$70,196
9	\$58,764	\$66,532	\$71,270	\$72,934
Max after Harmonizati on 2008	\$62,567	\$71,117	\$76,168	\$77,942

July 1, 2009				
Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$41,963	\$45,009	\$48,331	\$49,498
1	\$43,993	\$47,585	\$51,078	\$52,305
2	\$46,023	\$50,162	\$53,824	\$55,111
3	\$48,053	\$52,738	\$56,571	\$57,918
4	\$50,083	\$55,314	\$59,318	\$60,725
5	\$52,113	\$57,891	\$62,065	\$63,531
6	\$54,143	\$60,467	\$64,811	\$66,338
7	\$56,173	\$63,043	\$67,558	\$69,144
8	\$58,203	\$65,619	\$70,305	\$71,951
9	\$60,233	\$68,196	\$73,051	\$74,757
10	\$64,131	\$72,895	\$78,072	\$79,891

July 1, 2010				
Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$42,802	\$45,909	\$49,298	\$50,488
1	\$44,872	\$48,537	\$52,099	\$53,351
2	\$46,943	\$51,165	\$54,901	\$56,214
3	\$49,014	\$53,793	\$57,703	\$59,076
4	\$51,084	\$56,421	\$60,504	\$61,939
5	\$53,155	\$59,048	\$63,306	\$64,802
6	\$55,226	\$61,676	\$66,107	\$67,664
7	\$57,296	\$64,304	\$68,909	\$70,527
8	\$59,367	\$66,932	\$71,711	\$73,390
9	\$61,437	\$69,560	\$74,512	\$76,252
10	\$65,414	\$74,353	\$79,634	\$81,488

7. Annual Allowances	2006	2007	2008	2009	2010
Department Head	2088	2140	2194	2249	2294
Teacher in Charge	252	258	265	272	277
Psychologist	3180	3260	3342	3426	3495
First Aid Attendant	383	393	403	412	421
One-Room School	2088	2140	2194	2249	2294

ARTICLE B.2: TEACHER ON CALL PAY AND BENEFITS

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

6. Rate of Pay:
- a. Employees who are employed as teachers on call shall be paid the rate specified below for each full day worked for the first three (3) days. Any provision in the Previous Collective Agreement which provides a superior daily rate shall remain part of the Collective Agreement.
 - i. Effective July 1, 2006 \$194.75
 - ii. Effective July 1, 2007 \$199.60
 - iii. Effective July 1, 2008 \$204.60
 - iv. Effective July 1, 2009 \$209.70
 - v. Effective July 1, 2010 \$213.90
 - b. On the fourth consecutive and subsequent consecutive days worked in an assignment or assignments, a teacher on call shall be paid 1/189 of his/her category classification and experience or at Category 4 Step 0, whichever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day worked.

LOCAL PROVISIONS:

7. Periods of full-time work as a Teacher on Call with the Board will accumulate for purposes of placement on scale, with 20 days of work as a Teacher on Call equaling one month's experience.
8. Where a school operates on a schedule of altered hours, a TOC who teaches an extended day shall be paid a proportionately greater salary for that day.
9. After five (5) consecutive days substitution for the same teacher, the TOC shall attend and be paid for non-instructional days except when the non-instructional day is the last day worked.
10. Teachers on Call shall be subject to the following call-out provisions:
 - 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 a half-day and not utilized, or utilized for only a portion of the half-day, shall be paid for a half-day.
 - c. It is understood that a Teacher on Call may be assigned other teacher duties for this period referred to in Article B.2.10 a & b.
 - d. A Teacher on Call assigned to a school for the morning session shall receive 60% of a day's pay.
 - e. No assignment shall be for less than one half-day.
11. In the event that a Teacher on Call's assignment is interrupted by the return of a teacher who subsequently is absent within two (2) working days, the Teacher on Call shall be reassigned and the assignment shall proceed as if it has not been broken for salary or contract provisions which depend upon the length of assignment.

12. A Teacher on Call's service shall not be considered broken by:
 - a. a non-instructional day
 - b. absence, arising from the Teacher on Call's illness or accident, which is of two (2) days or less duration.
13. The Board shall, not later than eight (8) days after the end of each month, pay to each Teacher on Call all wages earned for the pay period. Such payment shall be by direct deposit to the teacher's account.

ARTICLE B.3: SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION (Not Applicable to Mission)

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 (PC B.5)

1. In this Article:
 - a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
 - b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
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. **PCA Article B.7.1 does not apply in School District No. 75 (Mission). See B.7.3.a below.**
2. **PCA Article B.7.2 does not apply in School District No. 75 (Mission). See B.7.3.b below.**

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

LOCAL PROVISIONS:

3. Reimbursement for Personal Property Loss

a. Vehicles Used To Travel To And From The Workplace

The Board shall reimburse an employee for the cost of the deductible amount on the insurance for the replacement or repair of the vehicle due to theft or vandalism at the workplace or at a school function at another location.

b. Personal Professional Materials

The Board will replace teachers' personal professional materials lost through theft, fire or damage while on Board property to a maximum of five hundred (500) dollars, provided that:

- i. the materials are required for teacher reference or classroom instruction;
- ii. the materials are approved as required by the principal, and are listed in a personal professional materials inventory maintained in the principal's office;
- iii. the loss or damage is not the result of negligence on the part of the teacher claiming compensation;
- iv. a teacher is not eligible for compensation for damage under another fund or policy of insurance.

ARTICLE B.8: OPTIONAL TWELVE-MONTH PAY PLAN

[PCA Article B.8 does not apply in School District No. 75. See Article B.9.4]

ARTICLE B.9: PAY PERIODS

[PCA Article B.9 does not apply in School District No. 75. See Article B.9.4 below]

LOCAL PROVISIONS:

4. Teachers new to the District shall be paid in ten (10) monthly installments beginning in September. Upon completion of the first school year of employment, teachers' net pay shall be paid in twelve (12) monthly installments, beginning in August.
5. The month-end installment shall be paid on the last teaching day of the month, except for the month of December when one payment shall be made on the 15th day of the month. Mid-month advances shall be paid on the 15th of each month.
6. Teachers will be responsible for repaying to the Board any difference between net pay installments received and wages earned.

Note: This is a 10-month payroll with a provision made for 12 monthly installments, starting in August.

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 Articles B.10.4 and 5 does not apply in School district No. 75.]

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

ARTICLE B.11: BENEFITS

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

LOCAL PROVISIONS:

2. Benefits Information

- a. The Board shall provide each teacher with an application or enrolment form for participation in the medical, dental, extended health and group life insurance benefit plans. In the event a teacher does not wish to participate in any particular benefit plan where opting out is an option, the application or enrolment form must be so noted by the teacher and kept on file by the Board.
- b. The Board shall advise each teacher by the end of September, and all teachers hired subsequent to that date at the end of the first month of employment, of those benefit plans available to teachers, the cost of those plans, and of those plans in which the teacher is enrolled.
- c. The Board shall assist teachers in obtaining required benefits from the various benefit plans.
- d. The Board shall advise all eligible teachers that they must contribute to the Teachers' Pension Plan.
- e. All teachers are entitled to participation in all benefit plans save and except:
 - i. Teachers on Call; and
 - ii. part-time teachers pursuant to Article B.24. (Part-Time Teachers)
- f. The Board shall advise each teacher in writing at the end of September, December and March of his/her accumulated sick leave.
- g. Benefit Plan Information and Changes

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

3. Benefits Plans

- a. Medical Services Plan

The Board shall assist in providing to members of the Union the protection of the Medical Services Plan of B.C. (MSP) under the following terms and conditions:

- i. Fees shall be paid 80% by the Board and 20% by the employee, effective July 1, 1990.
- ii. All members of the Union shall have the right to participate in the plan.

b. Group Life Insurance

The Board shall assist in providing to members of the Union the protection of Group Life Insurance, Plan A, under the following terms and conditions:

- i. The plan shall be a condition of employment for all teachers hired after January 1, 1974.
- ii. The cost of the plan shall be paid 80% by the Board and 20% by the employee, effective July 1, 1990.
- iii. The plan shall be held in the name of the Board, and shall be administered by the Board. At the request of either party the plan shall be evaluated to ensure that competitive rates and benefits are provided. The plan shall not be changed without the agreement of both the Board and the Mission Teachers' Union.

c. Dental Insurance

The Board shall assist in providing to members of the Union the protection of dental insurance under the following terms and conditions:

- i. Participation in the plan shall be a condition of employment for all teachers hired after implementation of the plan, subject to eligibility.
- ii. The cost of the plan shall be paid 80% by the Board and 20% by the employee, effective July 1, 1990.
- iii. The plan shall be held in the name of the Board of and shall be administered by the Board. At the request of either party the plan shall be evaluated to ensure that competitive rates and benefits are provided. The plan shall not be changed without the agreement of both the Board of and the Mission Teachers' Union.
- iv. The plan will include the following coverage:
 1. 100% of Plan A basic services
 2. 60% of Plan B major services
 3. 60% of Plan C orthodontics with a limit of \$2500 lifetime

d. Extended Health Benefits

The Board shall assist in providing members of the Union the protection of an Extended Health Benefits Insurance Plan under the following terms and conditions:

- i. All members of the Union shall have the right to participate in the plan.
- ii. The cost of the fees shall be paid 80% by the Board and 20% by the employee, effective July 1, 1990.

- iii. The plan shall be held in the name of the Board and shall be administered by the Board. At the request of either party, the plan shall be evaluated to ensure that competitive rates and benefits are provided. The plan shall not be changed without the agreement of both the Board and the Union.
- iv. The plan will include the following coverage:
 - 1. vision care, limit \$250.00/2 years
 - 2. audio care
 - 3. supplemental travel rider (\$25,000)
- e. Employee Assistance Plan

The Board shall assist in providing to members of the Union the protection of a mutually agreed Employee Assistance Plan, under the following terms and conditions:

 - i. All members of the Union shall have the right to participate in the plan.
 - ii. The cost of the plan shall be paid 80% by the Board.
- f. Salary Indemnity Plan

The Board shall assist in providing to members of the Union the protection of the BCTF Salary Indemnity Plan (short term/long term disability) under the following terms and conditions:

 - i. All members of the Union shall have the right to participate in the plan.
 - ii. The member shall pay 100% of the cost of the premiums.
 - iii. The Board shall deduct the premiums and forward these to the BCTF as appropriate.
 - iv. The Board will continue to pay the cost of premiums for Article B.11.3.a through B.11.3.e above, while the teacher is receiving benefits under the BCTF Salary Indemnity Plan for up to 30 teaching months.
- g. Supplementary Group Life Insurance

The Board shall assist in providing to members of the Union the protection of the BCTF Supplementary Group Life Insurance Plan under the following terms and conditions:

 - i. All members of the Union shall have the right to participate in the plan.
 - ii. The member shall pay 100% of the cost of the premiums.
 - iii. The Board shall deduct the premiums and forward these to the BCTF as appropriate.

h. Continuation of Benefits

Provided that the employee pays the employee's share of the cost of premiums, the Board shall continue to pay its share of benefit premiums up to a maximum of three (3) years, for an employee who is receiving benefits from the BCTF Salary Indemnity Plan (Short Term).

ARTICLE B.12: CATEGORY 5+ [Effective September 1, 2007]

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.21: PLACEMENT ON SCALE

1. Placement on the salary grid shall be determined in accordance with the category assigned by the Teacher Qualification Service, subject to Article B.21 through B.24 of this Collective Agreement and in accordance with years of experience as determined by Article B.22 (Experience Recognition) of this Collective Agreement.
2. 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.
3. 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.

4. The Board shall not unreasonably refuse a request for extension of the time limits. The Board shall advise the teacher in writing when any documentation has not been received and shall pursue the matter with the teacher.
5. The Board shall notify the teacher, in writing, of the category and experience placement that has been assigned.
6. 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 Associate Superintendent, Human Resources for adjustment. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, the grievance procedure, as outlined in Article A.6 (Grievance Procedure) of this Collective Agreement will apply.
7. Teachers who consider that credit granted for years of experience has not been in accordance with the agreement must apply for adjustment by October 15 in respect to teachers new to a district and by February 15 in respect to teachers affected by a renegotiated Collective Agreement. Any applications for adjustment after these dates shall be effective at the start of the month following the application if approved.
 - a. Where a teacher completes satisfactorily, training programs on or before August 31, and makes application under Article B.21.6 on or before the next following December 15, resulting change in categorization shall be effective from September 1 of that year.
 - b. Where the teacher makes application under Article B.21.6 on or before the next following March 31, the resulting change in categorization, if any, shall be effective from January 1 immediately preceding that March 31.
 - c. Where a teacher completes satisfactorily a training program on or before April 30, and where the teacher makes application under Article B.21.6 on or before the next following August 1, the resulting change in categorization, if any, shall be effective from May 1 immediately preceding that August 1.
8. Persons holding Letters of Permission (LP) to teach whose years of preparation:
 - a. can be equated to years of university training by the Associate Superintendent, Human Resources shall be placed one category below that which would apply if their total years of training had included one (1) year of professional teacher education, or
 - b. cannot be equated to years of university training by the Associate Superintendent, Human Resources shall be placed in a salary category which will provide a salary appropriate to their teaching function as determined by the Board. If the teacher is not satisfied with his/her placement, the matter shall be referred to Article A.6, grievance procedure, for determination.
9. Intern teachers shall be placed on salary scale in accordance with their years of post secondary school training, with each full year of training equivalent to one category. The payment shall be the same proportion as the instructional time of the intern as defined in the School Act Regulation.

ARTICLE B.22: EXPERIENCE RECOGNITION

1. Recognition of Experience
 - a. Teaching experience in government inspected public schools of Canada, the U.S.A. and Commonwealth shall be recognized and credited for placement on the salary scale.
 - b. Teaching experience in Department of National Defence schools, in a school while on an approved teacher exchange, and in a school while in the employ of the Canadian Universities Service Overseas or the Canadian International Development Agency shall be recognized and credited for placement on the salary scale.
 - c. Teaching service, as specified above, in provincial government schools or similar provincial institutions shall be credited, where the service is deemed equivalent to that of employment in the public school system. Similarly, teaching service or appropriate administrative service as a member of the staff of the provincial Ministry of Education, shall be credited.
 - d. Teaching experience in a private school in the Province of British Columbia shall be recognized on the same basis as public school experience as long as:
 - i. The school which provided the experience presented the regular B.C. Program of studies to its students and,
 - ii. The teacher in question held a valid B.C. teaching certificate or a valid teaching license when experience was gained.
 - e. Service as a member of a University or College faculty shall carry credit.
 - f. Full time service to the local Union, the British Columbia Teachers' Federation, British Columbia College of Teachers, or the Canadian Teachers' Federation shall carry full experience credit. Part-time service shall be credited as for part-time teaching.
 - g. Teachers with experience and qualifications in their area of instruction will be allowed one (1) year's increment for each two (2) years of experience subsequent to completion of such qualifications, providing they do not exceed the maximum steps in their salary scale category.
 - i. Increments will only be granted where a teacher spends at least one-half of his/her teaching time in the field in which his/her experience was obtained.
 - ii. Any teachers affected by this clause shall be limited to one (1) year of retroactivity.
 - iii. The equivalent of qualification and the acceptable experience shall be determined by the Associate Superintendent, Human Resources. If the teacher is not satisfied with his/her placement, the matter shall be referred to the Article A.6, grievance procedure for determination.
 - h. Absence while on paid sick leave, and short term maternity leave or extensions thereof shall carry full experience credit.

2. Definition of Experience

- a. One (1) year of teaching experience shall be granted for each year of previous teaching in the public schools of British Columbia. A minimum of eight (8) months of full time employment during one (1) school year is required to constitute a year's experience.
- b. Where a teacher has completed, in British Columbia public schools, periods of full time employment, each of less than the above minimum eight (8) months but each of two (2) months or more, the periods may be combined to constitute a year's experience provided the periods equate to eight (8) months.
- c. Teachers appointed for the full school year (or eight months thereof) in British Columbia public schools as part-time teachers qualify for the experience credit proportionate to the percentage of time they are employed, with the requirement that for a year's credit, the cumulative percentage time over a number of years must equate to at least eight (8) months full time employment (e.g. a person who teaches for two full school years on 40% time would qualify for a year's experience). These periods of part-time employment may be added together. Such part-time employment credit may be utilized with periods of not less than two (2) months of full time service to constitute a year of credit. Such combinations must equate to eight (8) months.

ARTICLE B.23: INCREMENT DATE

The increment date shall be the first of the month following the month in which applicable experience accumulation is achieved.

ARTICLE B.24: PART-TIME TEACHERS

1. Salary

Part-time teachers shall be paid in the same proportion as is their assignment to a full-time assignment.

2. Benefits

Part-time teachers shall be able to participate in all benefit plans for which they are eligible.

3. Sick Leave

The part-time teacher shall accumulate and be eligible to use sick leave in the same proportion as that determined for payment of salary.

4. Purchase of Pensionable Service

Subject to B.C. Reg#90/80, Pension (Teachers) Act and Article B.24.1, B.24.4 and B.24.3, a teacher who moves from full time to part-time employment may apply to the Board for "Pensionable Service Leave" for that portion of time reduced from full time. Such leave shall be granted upon request. This type of leave carries no further benefits other than the option to purchase a full year's pensionable service. The teacher shall be responsible for the payment of both the employee and employer share of the pension cost of the period of leave.

ARTICLE B.25: TEACHING POSITIONS OUTSIDE THE HOURS OF THE REGULAR SCHOOL DAY

1. Teaching positions, other than summer school, where the assigned hours of instruction deviate from the regular school day, as determined in accordance with this Agreement, shall be paid at a salary equivalent to that percentage of time taught based on a five (5) hour instructional day.
2. Summer school teachers shall be paid for each hour of instruction at a rate of 1/1000 of Category 5 (Step 5) in effect on June 30.
3. The Board and the Union agree that summer school teachers will be covered by all terms and conditions of the Collective Agreement except for paid sick leave which will be provided for up to two (2) "three (3) hour" days. These sick days will not be added to an employee's sick days accrued during the regular work year.
4. Teachers shall not be assigned to positions, described in Article B.25, without their consent.

ARTICLE B.26: ASSOCIATED PROFESSIONALS

1. Associated professionals, as recognized in Article A.2 (Recognition of the Union), shall be paid in accordance with the salary scale established in Article B.1 (Salary).
2. Placement on the salary scale shall be:
 - a. at the category which is most nearly equivalent to the category of teachers based on years of university-level training in the discipline, and
 - b. at the experience level as determined by Article B.22 (Experience Recognition) of this Agreement.
3. Salary placement shall be effective from initial employment or the first of the month following the month in which the employee advises the Board of entitlement to a change in category.
4. All other terms and conditions of employment established in this agreement shall, except as otherwise provided for in this agreement, apply to associated professionals.

ARTICLE B.27: POSITIONS OF SPECIAL RESPONSIBILITY

1. Job Descriptions

- a. The Board shall create job descriptions for all positions of special responsibility including, but not limited to, department head, teacher in charge, and psychologist. These descriptions shall be the recognized job descriptions for such positions.
- b. Allowances for the following positions are:

	2006	2007	2008	2009	2010
Department Head	2088	2140	2194	2249	2294
Teacher in Charge	252	258	265	272	277
Psychologist	3180	3260	3342	3426	3495
First Aid Attendant	383	393	403	412	421
One-Room School	2088	2140	2194	2249	2294

- c. All allowances shall be paid in equal installments in accordance with Article B.9 (Pay Periods).

2. New Positions

The Board shall prepare a new job description whenever a new position of special responsibility is created or whenever the duties of any such position are changed. When such a position is created or changed, the allowance shall be subject to negotiations between the Board and the Union.

3. Elimination of Positions

Existing positions of special responsibility shall not be eliminated without consultation with the Union.

4. Selection

- a. All positions of special responsibility shall be voluntary.
- b. Department heads shall be appointed on an annual basis. Department head positions will be posted by May 30 and selection from the school staff will be made no later than June 15. Department heads shall be selected from amongst applicants who possess the necessary qualifications, and in consultation with department members.
- c. Teachers-in-charge shall be selected by the school administration on an annual basis.
- d. Teachers shall be eligible for only one position of special responsibility per year in the district.
- e. All district resource teacher positions will be posted.
- f. Psychologist allowances will be contingent upon the member obtaining certification as a school psychologist.

ARTICLE B.28: TEACHER-IN-CHARGE

(See B.27.4.c)

1. In each school the Administrator shall appoint a designated teacher-in-charge. Teacher-in-charge shall be a voluntary position.
2. The teacher-in-charge, when requested to act by the Administrative Officer, shall ensure that routine supervision adequate to secure the safety of students and security of the school is maintained, and shall deal with emergent matters with required assistance from district supervisory staff. However, the teacher-in-charge shall not be responsible for other ongoing administrative or managerial duties, and specifically shall not have such responsibilities in relation to other teachers or parents.
3. In the event that all Administrative Officers assigned to the school are absent, the teacher-in-charge may be requested to assume the duties specified in this clause for periods not exceeding five (5) consecutive days at any one time.
4. While acting as teacher-in-charge, the teacher is covered by all terms and conditions of the Collective Agreement.
5. When acting as teacher-in-charge, and in the opinion of the Administrative Officer, a Teacher on Call is required, such request shall be made to the Assistant Superintendent responsible for the school concerned. Such request shall not be unreasonably denied.
6. Absences of Administrative Officers and/or head teachers for more than five (5) consecutive days shall be filled by an acting appointment to the position.

ARTICLE B.29: FIRST AID ATTENDANT

1. The Board shall pay an allowance to a teacher or teachers holding a valid Industrial First Aid certificate and acting as First Aid attendant in each school as required under the WCB Regulations.
2. The Board shall reimburse the applicable course fees for any teacher for the acquisition and/or renewal of a valid Industrial First Aid certificate, subject to successful completion of the course.
3. It will be the responsibility of the teacher to apply for this reimbursement and provide proof of payment and proof of successful completion of the course.

ARTICLE B.30: ONE ROOM SCHOOL ALLOWANCE

Any teacher based on a school property where there is only one teacher, shall be paid an allowance equal to that of a department head.

ARTICLE B.31: RATE OF DEDUCTION

1. The rate of deduction for a day without pay unless otherwise provided for in this Agreement shall be defined as 1/200 of the current annual salary of the teacher.
2. 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.
3. In the event that a teacher commences work on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment for that month shall be the greater of the following amounts:
 - a. 1/20 of regular monthly salary for each day taught up to a maximum of 19/20;
 - b. full regular monthly salary less 1/20 of the salary for each day not taught.

ARTICLE B.32: CONTRACT IMPLEMENTATION

No teacher shall suffer a reduction in salary or benefits as a result of implementation of this Collective Agreement.

ARTICLE B.33: WORK BEYOND THE SCHOOL YEAR

1. A teacher with the exception of summer school teachers, who is requested by the Board to perform non-instructional duties beyond the school year as determined in accordance with this Agreement, and who agrees to such employment shall be paid at the per diem rate of 1/200 of his/her basic annual scale, or a percentage thereof based on a seven (7) hour work day.
2. By mutual agreement of the teacher and the Board, compensatory time in lieu of salary may be arranged for teachers and associated professionals.
3. Work beyond the school year is voluntary.
4. When required, employees shall be reimbursed for expenses incurred while carrying out these duties, in accordance with prevailing rates paid to District staff.
5. The Board may offer, and a teacher may accept, a fixed-sum contract for a specific project, under the following procedure:
 - a. There is a reasonable expectation that the rate of pay is consistent with Article B.33.1.
 - b. The project is endorsed by the appropriate Joint Advisory Committee. In the event of short timelines, joint approval by the MTU President and the Superintendent or designate will suffice.

- c. Notification of all projects shall be posted in all schools.
- d. Teachers shall be approved for projects on the same basis as appointments to Ad Hoc Committees.

ARTICLE B.34: PAYMENT OF COLLEGE FEES

- 1. The Board shall deduct from the earnings of every teacher such annual fees required for membership in the B.C. College of Teachers and remit the same to the College when notified of the fees by the Union or the College.
- 2. For newly hired teachers, the Board shall pay the fees in excess of the regular annual fee established by the College.

ARTICLE B.35: BENEFITS MANAGEMENT COMMITTEE

- 1. There shall be established a Benefits Committee consisting of two (2) Union representatives and two (2) Board representatives. The mandate of the committee shall be to meet quarterly to:
 - a. monitor the operation of all benefit programs
 - b. make recommendations to the Board and the Union regarding changes to benefit plans
 - c. call tenders from carriers of benefit plans when so requested jointly by the Board and Union.
- 2. The mandate of the committee expressly does not include any plan adjustments without mutual agreement of the Board and Union.

ARTICLE B.36: DEATH BENEFITS

- 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 months, the Board shall pay two (2) month's salary to the beneficiary named by the employee, or to the estate if there is no beneficiary named. 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 Article B.36.1, the Board will also pay one additional month salary for any employee who has been in the service of the Board more than ten (10) years.
- 3. The Board shall continue to provide its cost share of the medical including E.H.B. and E.A.P. benefits to the dependents of the deceased teacher for a period of six (6) months after the month of the teacher's death. The dependents shall be notified in writing of the terms of this provision when severance and other benefits are paid.

ARTICLE B.37: PURCHASE PLANS FOR EQUIPMENT

The Board shall provide a plan for the purchase of computer equipment by teachers, under the following conditions:

1. The rate of interest shall be 5.25%.
2. Payment shall be made by equal monthly deductions over two (2) years provided that the purchase is in excess of \$500.

ARTICLE B.38: EARLY RETIREMENT INCENTIVE PLAN

1. The Board may, to the extent of monies available for this purpose in a given year, make payment of a retirement gratuity to a teacher who retires from the service of the District.
2. The Board may pay a retiring gratuity to teachers who retire before reaching age 65, subject to the following conditions:

The teacher must:

- be age 55 or over
- have a minimum of ten years service with School District No. 75 (Mission), at a minimum of 0.5 FTE or greater each year
- retire (terminating employment with School District No. 75 eligible to receive pension benefits, not accepting employment with any other school district).

The gratuity will be paid on the actual date of retirement, or other arrangements as agreed with the Secretary Treasurer. The gratuity will be based on scale salary placement (0.5 FTE or greater) at time of retirement, without allowances, in the following amounts:

Age (at retirement date)	% of Salary
55	50
56	45
57	40
58	35
59	30
60	25
61	20
62	15

63	10
64	05
65	00

3. The Board will pay the current employer's share where the employee is working 0.5 FTE or greater, and where the employee takes early retirement from employment with the Board. All benefits will cease on the date of retirement except for continued coverage for Dental, Extended Health and Life Insurance to \$25,000 for a period of one year from the date of retirement on a cost sharing basis (being the sharing in effect at time of early retirement) and for a further four year period at full cost to the employee for a total of five years or age 65 whichever comes first.
4. Commitment to retire must be made known to the Superintendent of Schools or designate by May 15 of the school year for retirement on June 30 of that year unless an other wise mutually agreed date is arranged.

SECTION C: EMPLOYMENT RIGHTS

ARTICLE C.1: RESIGNATION

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

ARTICLE C.2: SENIORITY

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
2. Porting Seniority
 - a. Effective September 1, 2006 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to ten (10) years of seniority accumulated in other school districts in BC.
 - b. Seniority Verification Process
 - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
 - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
 - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3. Teacher-on-Call
 - a. Effective April 1, 2006, a teacher on call shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.b.
 - b. For the purpose of calculating seniority credit:
 - i. Service as a teacher on call shall be credited one (1) day for each day worked and one-half (1/2) day for each half-day worked;
 - ii. Nineteen (19) days worked shall be equivalent to one (1) month;
 - iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.

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

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

LOCAL PROVISIONS:

7. Principle of Security

The Board and the Union agree that increased length of service in the employment of the Board entitles employees to commensurate increase in security of teaching employment.

8. Definition of Seniority

- a. In this Agreement, "seniority" means an employee's aggregate length of service in the employment of the Board, inclusive of service under temporary appointment and part-time teaching. For the purposes of calculating length of service, part-time teaching of 0.5 and above shall be credited fully as if it were full-time service. Part-time teaching below 0.5 shall accrue 0.5 seniority.
- b. In addition to the provisions of Article C.2.8.a, the seniority for an employee on a continuing contract shall include:
 - i. Teacher on call seniority accumulated pursuant to PCA Article C.2.3; and
 - ii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.
- c. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.a and C.2.8.b, the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
- d. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.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 (2) or more employees is equal pursuant to Article C.2.8.d, the employee with the earliest dated letter offering appointment shall be deemed to have the greatest seniority.
- g. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.e, the employee with the earliest dated letter of acceptance of the offer of appointment, shall be deemed to have the greatest seniority.
- h. For the purpose of this Article approved leaves of absence shall count toward length of service with the Board.
- i. For the purposes of this Article continuity of service shall be deemed not to have been broken by resignation for purposes of maternity followed by re-engagement within a period of three (3) years, or by termination and re-engagement pursuant to Article C.3.

9. Seniority List

The Board shall, by October 15 of each year, forward to the Union a list of all employees employed by the Board, in order of seniority calculated according to Article C.2, setting out the length of seniority as of September 1 of that year. The Union, by November 15 of that year, shall in writing confirm or challenge the seniority list. If notice of acceptance or challenge is not received by November 15, this list will be deemed as being correct.

ARTICLE C.3 LAYOFF, RECALL AND SEVERANCE

1. Definition of Qualification

- a. In this Article, "necessary qualifications" in respect of a teaching position means a reasonable expectation, based on the certification, training, education, or experience of a teacher that that teacher will be able to perform the duties of the position in a satisfactory manner following a reasonable period of familiarization.
- b. In determining whether or not a teacher has the necessary qualifications for a position, the availability of education courses or other retraining opportunities relevant to the position, which the teacher is willing and able to complete, shall be taken into consideration.
- c. All teachers will be asked to declare the grade levels, subject areas, and special education programs they can teach by reason of academic qualifications and/or experience. These declarations will be reviewed and authenticated by the Associate Superintendent, Human Resources or designate.

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. For the purposes of this Article, "termination" (or "layoff") and "reduction in total numbers" includes the termination of teachers on continuing contract, or termination of a temporary contract teacher prior to the end of the term of the contract.
- c. The Board shall give each teacher it intends to terminate pursuant to this Article, forty-five (45) days' notice in writing. The notice shall contain the reason for the termination and a list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority. The Board shall concurrently forward a copy of such notice to the Union. The Board may choose to offer payment in lieu of notice.

3. Teachers Rights of Recall

- a. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this agreement, first offer recall to the teacher who has the most seniority among those terminated pursuant to this Article, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been terminated pursuant to this Article.
- b. A teacher who is offered recall pursuant to Article C.3.3.a shall inform the Board whether or not the offer is accepted, within three (3) teaching 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, not to exceed thirty (30) calendar days, shall be allowed.
- d. A teacher's right to recall under this article is lost:
 - i. if the teacher refuses to accept three (3) positions, of equal or greater percentage of time, for which he/she possesses the necessary qualifications; or
 - ii. twenty-seven (27) months elapse from the date of termination under this Article and the teacher has not been recalled;
 - iii. the teacher elects to receive severance pay pursuant to Article C.3.8.
- e. Article C.3.3.d.i does not apply if at the time of such offers the teacher would be entitled to maternity leave, or is attending university.
- f. Upon recall, 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. The maintenance of continuing contract status shall not prevent the offer and acceptance of a position which is temporarily vacant.

4. Recall List

- a. The Board shall maintain a recall list. Copies of that list will be sent to each person on that list and the Union at least once during the fall and once during the spring term each year.
- b. A teacher on the recall list is responsible for keeping the Associate Superintendent, Human Resources informed of changes of name, address and phone number.

5. Sick Leave

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

6. Retraining

A teacher who retains rights of recall shall be entitled to make application for grants from the Professional Development funds provided in this Agreement for the purpose of retraining for available positions and such application shall receive preferential consideration.

7. Benefits

A teacher who retains rights of recall pursuant to Article C.3.3 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this Agreement. Payment of the cost of such benefits will be made by the Board in accordance with Article B.39: Benefit Plans for the first two (2) months and thereafter by the teacher.

8. Severance Pay

- a. A teacher on continuing contract who has received a notice of termination, save and except a teacher who is terminated or dismissed for just and reasonable cause, may elect to receive severance pay as set out in this Article.
- b. Severance pay shall be calculated at the rate of 5% of one (1) year's salary for each year of B.C. service or portion thereof to a maximum of two (2) years' salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of his/her termination.
- c. The teacher may choose to receive severance pay:
 - i. in one lump sum within thirty (30) days of termination; or
 - ii. in monthly installments of 10% of the total amount payable, commencing at the next regular teacher pay period.
- d. A teacher who receives severance pay pursuant to this article and who is subsequently rehired by the Board, shall be entitled to retain all, or any portion of the severance award; however, those years of service used to generate the severance pay that are retained by the teacher may not be used for determining severance pay at the time of any subsequent termination of employment.

ARTICLE C.21: DISMISSAL AND DISCIPLINE FOR MISCONDUCT

1. The Board shall not discipline nor dismiss any employee bound by this Agreement save and except for just and reasonable cause.
2. Where an employee is under investigation by the Board for any cause, the employee and the Union shall be advised in writing of that fact and of the particulars of any allegations immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation. In any event, the employee shall be notified of those matters at the earliest reasonable time and before any action is taken by the Board. The employee shall be advised of the right to be accompanied by a representative of the Union at any meeting in connection with such investigation. Subject to Article A.25 (Access to Worksite), the President or designate, including legal counsel, may meet with employees in order to conduct investigations of allegations made against members.
3. Unless the Union waives the right to such meeting, the Board shall not discipline (other than a suspension to which Section 15 (5) of the School Act reasonably applies) nor dismiss any person bound by the Collective Agreement unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present, in respect of which:
 - a. the employee and the Union shall be given not less than seventy- two (72) hours' notice;
 - b. at the time such notice is given, the employee and the Union shall be given a full and complete statement in writing of the grounds for the contemplated action and all documents that will be considered at the meeting;
 - c. the Union on behalf of the teacher may file a written reply to the allegations prior to the meeting;
 - d. at such meeting the employee shall be accompanied by representatives and/or advocate appointed by the Union, and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board, and to question any person presenting evidence to the Board;
 - e. the decision of the Board shall be communicated in writing to the employee and the Union and shall contain a full and complete statement of the grounds for the decision.
4. Where an employee is suspended under Section 15 (5), the Board shall, prior to taking further action under Section 15 (7), hold a meeting in accordance with the foregoing provisions, unless the right to such meeting is waived by the Union.
5. The Board shall not release to the media or the public information in respect of the discipline or dismissal of an employee except as agreed by the Union or by joint release agreed upon by the Board and the Union.
6. Notwithstanding Article A.6 (Grievance Procedure) where an employee has been dismissed the Union shall have the option of referring a grievance regarding the dismissal directly to arbitration provided for in that Article.

7. At an arbitration in respect of the discipline or dismissal of an employee, no material of a disciplinary nature from the employee's file may be presented unless the material was brought to the employee's attention at the time it was placed on file, and no material which has been removed from the file pursuant to Article E.30 (Personnel Files) may be presented.
8. Where an employee has been suspended on grounds set out in Section 15(4) of the School Act, the employee shall be reinstated with full pay for the period of such suspension, unless on the final disposition of the matter, the employee is convicted of the offence charged.

ARTICLE C.22: PROCEDURES WHERE DISMISSAL BASED ON PERFORMANCE

1. The Board shall not dismiss a teacher on the basis of less than satisfactory performance of teaching duties except where the Board has received at least three (3) consecutive reports pursuant to Article E.26 (Evaluation of Teaching) indicating that the learning situation in the class or classes of the teacher is less than satisfactory.
2. The reports referred to in Article C.22.1 shall be prepared pursuant to Article E.26 (Evaluation of Teaching) and in accordance with the following conditions:
 - a. the reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months, exclusive of absence on sick leave or other leaves of absence;
 - b. at least one (1) of the reports shall be a report of a Superintendent of Schools, or an Assistant Superintendent of Schools;
 - c. the other two (2) reports shall include only reports of:
 - i. a Superintendent of Schools, an Assistant Superintendent of Schools, or a District Administrative Officer;
 - ii. an Administrative Officer of a school to which the teacher is assigned;
 - d. the reports shall be written by three (3) different evaluators and the report writers shall not collaborate with regard to the results;
 - e. If, prior to commencement of observations in accordance with this Article, the teacher believes that there exists an apprehension of bias on the part of the evaluator, the teacher may request a meeting with the Superintendent of Schools and a representative of the Union to discuss the teacher's concerns. After considering the representations of the teacher and the teacher's representative (if applicable), the Superintendent may determine to appoint another evaluator to perform the evaluation. If this meeting does not resolve the matter, the teacher may choose to note his/her concerns with any report.
3. Where the Board intends to dismiss a teacher on grounds of less than satisfactory performance of teaching duties, it shall, no later than two (2) calendar months prior to the end of a school term, notify the teacher and the President of the Union of such intention and provide an opportunity for the teacher and representative of the Union to meet with the Superintendent and the Board within fourteen (14) days of such notice.

4. Where, subsequent to such meeting, the Board decides to dismiss a teacher for unsatisfactory performance, it shall issue notice of dismissal at least forty-five (45) days prior to the dismissal date, setting out the grounds for such action.
5. Where the Board takes action against a teacher pursuant to this article, any grievance in respect of such action shall, notwithstanding Article A.6 (Grievance Procedure), be referred to an arbitration Board comprised of a representative of the Board, a representative of the Union, and a chairperson chosen by the representatives of the parties. When a matter is referred to arbitration under this article, the Union shall name its representative. The Board shall notify the Union of its representative within seven (7) days of receiving such notification, and the representatives shall agree upon a chairperson within fourteen (14) days of the Union being notified of the Board representative. In all other respects Article A.6 (Grievance Procedure) shall apply.

ARTICLE C.23: PART-TIME

1. A teacher with a full-time appointment to the teaching staff of the district may, without prejudice to that appointment, post into a part-time assignment.
2. If a teacher is successful in obtaining a position per Article C.23.1, the teacher shall be entitled to return to a similar full time assignment at the expiration of the period of time for which the Board has made the part-time assignment.
3. A teacher who holds a full time assignment may choose to job share that assignment under the provisions of Article C.24 (Job Sharing). Such job shared assignments shall be for a one year term. Notification of the intent to continue shall be given to the Associate Superintendent, Human Resources by April 15.
4. Teachers on part-time appointment may post into a full-time appointment, and shall have the rights to such appointment as are contained in this Agreement.

ARTICLE C.24: JOB SHARING

1. Any teacher(s) may post into an assignment with a proposal to job share.
2. Information
 - a. The Union and the Board shall disseminate relevant information to potential job- sharers before the Christmas break in each school year.
 - b. The Union and the Board shall jointly host a job-sharing information meeting in February of each year.
3. Application
 - a. Job-sharing applicants shall submit a proposal, in writing, to the Associate Superintendent, Human Resources who shall consider the application on its educational merits.

- b. Upon approval of the proposal, applicants shall be informed of the implications of the shared assignment, as it affects the terms and conditions of their employment.
4. Approved job-sharing teams shall be treated as an individual teacher for the purposes of assignment. For the purpose of determining which teacher's seniority shall apply when two or more applicants possess the necessary qualifications for a position, it shall be the seniority of the teacher on the job share team with the greater seniority whose seniority shall apply.
 5. Job-sharing teachers shall have the right to return to full- time employment pursuant to Article C.23 (Part Time).

ARTICLE C.25: TEACHERS ON CALL

1. TOC List

- a. The Board shall maintain a list of persons who are qualified and have requested to be placed on the list of TOCs. The Board shall forward a copy of such a list to the Union monthly.
- b. The Board agrees that only teachers with valid B.C. certification will be added to the TOC list save by mutual agreement of the Union and the Board.
- c. Subject to this Section, the Board shall not remove or suspend a person from the list of Teachers on Call, save for just and reasonable cause. In such case, both the teacher and the Union shall be notified forthwith of the removal or suspension.

2. TOC Hiring

- a. In appointing TOCs, the Board shall, pursuant to Section 19 of the School Act, select a person on the list qualified for the assignment.
- b. TOCs shall be selected from the TOC list as follows:
 - i. TOCs requested by name, for educationally valid reasons, by the absent teacher
 - ii. all others on the TOC list on a rotational basis.
- c. As soon as the Board reasonably expects a teacher to be absent for more than twenty (20) days (whether at the outset of the absence, or during the course of the absence), or where the teacher has in fact been absent for twenty (20) days, the vacancy shall be posted, and filled by appointment to the teaching staff of the District according to Article E.21 (Posting Vacant Positions) and Article E.22 (Filling Vacant Positions). Where the successful applicant is a teacher other than the incumbent TOC, the successful applicant shall be paid at scale from the date of filling the vacancy.
- d. Subject to Article C.25.1.b, C.25.2.a, C.25.2.b and C.25.2.c, where a teacher is absent for an indefinite time, the Board shall, within the first five (5) days, determine which TOC shall carry out the assignment. Where the TOC initially assigned is replaced, that TOC shall be given priority for the next available, suitable TOC assignment.

ARTICLE C.26: RETRAINING

1. A teacher who receives notice of termination under Article C.3 Layoff / Recall / Severance shall be entitled to receive a leave of absence for the purpose of retraining to qualify for another position with the Board. In the event that the teacher elects to take leave of absence for such purpose pursuant to this Article, the Board shall amend the effective date of the termination notice to coincide with the beginning of the school term which next follows the expiry of the period of the leave, or of any extension thereof.
2. The teacher shall be entitled to a leave of absence for a term of one (1) year, or less at the teacher's option. An extension of the leave may be arranged by mutual agreement between the teacher and the Board.
3. At the commencement of the school term next following the completion of the leave pursuant to this Article, the teacher shall be entitled to be assigned to a position which is vacant and for which he/she possesses the necessary qualifications.

ARTICLE C.27: EMPLOYMENT RIGHTS

1. All employees appointed by the Board to the teaching staff of the District shall be appointed on a continuing contract of employment, except for:
 - a. temporary appointments made in accordance with the provisions of this Agreement; and
 - b. TOCs, subject to the provisions of this Agreement.

ARTICLE C.29: TEMPORARY APPOINTMENTS

1. The Board shall use temporary appointments only under the following conditions:
 - a. for a stated term, not to exceed ten (10) months;
 - b. to replace a teacher who is absent or on LOA for up to one school year;
 - c. to fill a position that is temporarily created for program reasons, or for enrollment fluctuations, of less than one (1) year's duration;
 - d. to fill a position that has been vacated by a teacher during the school year, to the end of that school year.
2. The Board agrees to provide the following information to the Union by October 1st and February 1st of each year:
 - a. a list of teachers hired on temporary appointments
 - b. a list of positions that the Board considers temporarily existing or temporarily vacant;
 - c. a list of teachers on LOA

3. Teachers who have completed temporary appointment(s) of at least eight (8) months aggregate service with the Board shall be placed on the recall list as established in Article C.3 Layoff / Recall / Severance and shall be entitled to recall.
4. A teacher who has completed at least twelve (12) months aggregate service on temporary appointment(s), shall be granted a continuing appointment. Should no vacancy be available at that time, the teacher shall be placed on the recall list.

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: The 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 does not apply in School District No. 75. See Article D.21]

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.21: INSTRUCTIONAL ASSIGNMENT

- 1. The maximum weekly instructional assignment for a full time elementary teacher shall be 1425 minutes per week, less 90 minutes which shall be provided for the purpose of preparation.
- 2. The maximum weekly instructional assignment for a full time secondary teacher shall be 1545 minutes per week, less 193 minutes which shall be provided for the purpose of preparation.
- 3. Instructional assignment shall be defined as time during the instructional week devoted to teaching courses and lessons, supervise curricular activities, including study periods and assigned pupil contact time.
- 4. Part-time teachers of 0.4 FTE or more shall receive preparation time prorated to their FTE status.

ARTICLE D.22: REGULAR WORK YEAR FOR TEACHERS

- 1. The annual salary established for employees covered by this Agreement shall be payable in respect of the teacher's regular work year.
- 2. The regular work year shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent calendar year, except if the last Friday in June falls on or before June 25 the last day of the regular work year will be June 30.

Saturdays, Sundays, statutory holidays, winter break and spring break shall be excluded from the regular work year.
- 3. The first day of the winter break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1 unless January 1 is a Friday, Saturday, or Sunday then school shall re-open on the following Tuesday.
- 4. The first day of spring break shall be the third Monday in March. School shall re-open the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall re-open on the Wednesday following the fourth Monday in March.
- 5. The regular work year for teachers shall include:
 - a. no fewer than five (5) non-instructional days for professional development
 - b. two (2) half days to allow for parent teacher conferences
 - c. two (2) half days to allow for assessment/evaluation and/or the designing of educational programs.

6. The school opening day is a day for organization. Students may be required to be in attendance for up to one half day.
7. The last day of the regular work year shall be a day for year end administration and students will not be in attendance.
8. Four (4) days will be shortened by not more than one hour for the purpose of facilitating parent/teacher conferences related to student progress.
9. For the purpose of introducing Kindergarten students to school, teachers of Kindergarten, in consultation with the principal, shall be entitled to design and implement a gradual entry program, and/or a home visit program, and/or the phasing in of small groups of children for the first five days after the opening day of school.
10. Any work performed by employees covered by this Agreement beyond the teacher's regular work year shall be voluntary and paid pursuant to Article B.33 (Work Beyond the School Year).
11. Should the Board wish to implement a local school calendar that differs in dates from the standard school calendar that local school calendar shall be negotiated with the Union.

ARTICLE D.23: DURATION OF SCHOOL DAY

1. For the purposes of the teacher's regular instructional assignment, each teacher shall be on the school premises at least fifteen (15) minutes prior to school opening in the morning, five (5) minutes prior to school opening in the afternoon, and five (5) minutes after school closure in the afternoon. For the purposes of this clause, school opening shall be defined as the beginning of the teacher's regular instructional assignments and school closure shall be defined as the end of the teacher's regular instructional assignments.
2. Within each day, part-time assignments shall be scheduled in consecutive teaching blocks, unless agreed by the teacher.
3. Each day shall include a regularly-scheduled lunch break of between thirty (30) to sixty (60) minutes duration.

ARTICLE D.24: SUPERVISION DUTIES

1. No teacher shall be required to perform supervision duties during the school's regularly scheduled noon intermission.
2. The staff and administration shall mutually develop an equitable plan of daily supervision. No teacher shall be required to perform any supervision in excess of an average of 30 minutes per week. The parties agree that it is desirable to reduce this amount to 15 minutes per week where feasible. In furtherance of this aim, the Board shall, effective January 1, 1994 implement the three recommendations which resulted from the Report of the Joint Supervision Committee.
3. There shall be no increase in supervision due to the implementation of this Article.

ARTICLE D.25: EXTRA-CURRICULAR ACTIVITIES

1. In this Agreement extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school.
2. It is recognized that extra-curricular activities are assumed by a teacher on a voluntary basis.
3. While voluntarily involved in extra-curricular activities, teachers shall be considered to be acting in the employ of the Board, for purposes of liability of the Board and coverage by the Board's insurance.
4. The Board agrees not to enter into an agreement with any teacher which reduces the hours of instruction in compensation for providing extra-curricular activities.

ARTICLE D.26: AVAILABILITY OF TEACHERS ON CALL (TOCs)

1. When a teacher, who is to provide instruction, is absent from a school, the Board shall employ a TOC to replace that teacher upon being informed of such absence.
2. Teachers, except TOCs and those teachers whose assignment is that of a permanent TOC shall not be required:
 - a. to perform the tuition or instructional duties of a teacher who is absent;
 - b. to supervise the students of a teacher who is absent except in emergency situations.
3. TOCs shall be required to assume only the duties of the teacher they are replacing except when no assigned work has been planned by the absent teacher and the TOC has no other necessary preparatory duties related to the assignment.

ARTICLE D.27: STAFF MEETING

1. The right of Administrative Officers to schedule staff meetings as provided for in the School Act Regulations is recognized.
2. At least seven (7) days notice of regular staff meetings shall be given including the agenda of items intended to be considered. In extraordinary circumstances a staff meeting may be called on shorter notice. The reasons for this meeting shall be set out in the notice.
3. All staff members shall have the right to place items for consideration on the staff meeting agenda.
4. Written minutes of staff meetings shall be kept and circulated to all staff members.
5. Such meetings should not normally occur during times when classes are in session.

6. Teachers shall not be required to attend staff meetings which commence prior to one (1) hour before classes begin or conclude later than one and one half (1 1/2) hours after dismissal of pupils.
7. Teachers shall not be required to attend more than two (2) staff meetings per month.
8. Staff meetings shall not occur on weekends, holidays or other days when school is not in session. Nor shall they occur during recess or noon intermission save in extraordinary circumstances or by consensus of the staff in a committee of the whole.
9. Part-time teachers who are not in attendance at school immediately preceding or following a staff meeting shall not be required to attend but shall attend a meeting with the Administrative Officer at some other mutually agreed time.

ARTICLE D.28: HEALTH AND SAFETY CONDITIONS

1. The Union and the Board shall co-operate in continuing and perfecting regulations which afford adequate protection and safe working conditions for teachers.
2. Classes shall be conducted only in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic, safe and conducive to effective learning.
3. Every workplace shall have a self-contained staff/lunch room of adequate size and furnishings to accommodate the needs of the staff. The staff/lunch room shall be available to staff at all times.
4. Insofar as is possible, the following health standards shall be maintained in district schools; subject to WCB Regulations:
 - a. Temperature must be maintained above 18 degrees C and below 25 degrees C.
 - b. There must be an uninterrupted supply of water for drinking and washing.
 - c. Washrooms for each sex must be functional and sanitary.
 - d. Waste must not accumulate in such a way as to cause unsanitary conditions.
 - e. All classrooms, halls and exits must be adequately lighted.
 - f. Rooms designated as lunchrooms and/or cafeterias must be in a sanitary condition.
 - g. Dust levels must be at a level where there is no discomfort for students or staff.
 - h. Combustible materials shall not be kept in hallways, stairs, walls, furnace rooms, nor can fire exits be blocked in any way.
 - i. Specific problems which endanger the health and safety of individual teachers or students must be eliminated.

- j. Adequate supplies of soap, toweling and tissue must be maintained. Concerns regarding any deviation from the above conditions will be dealt with expeditiously.
 - k. An adequate, accessible supply of disposable gloves and disinfectant shall be provided in each school for teachers required to deal with students' blood or other body fluids.
5.
 - a. A teacher shall promptly report unsafe conditions to an Administrative Officer.
 - b. Should the teacher not be satisfied with the decision of the AO, the teacher may refer the matter to the District Health and Safety Committee.
 - c. This provision does not take away from the right of a teacher to refuse to perform unsafe work, pursuant to the provisions of the Occupational Health and Safety Regulations.
 6. Teachers shall not be called on to administer medication on a regular or predictable basis.
 7. Student medication procedures in district schools shall be as follows:
 Except in emergency situations, teachers may administer or supervise the self-administration of medications to pupils, only if the following conditions are met:
 - a. the teacher voluntarily agrees,
 - b. the medication is required while the child is attending school,
 - c. a parent has requested the school's assistance and has signed a release concerning administration by the teacher,
 - d. written authorization has been received from the attending physician,
 - e. the Public Health Nurse has been informed and has provided the teacher with adequate instruction concerning the administration of the medication.
 8. The Board shall develop an earthquake preparedness and earthquake education plan.
 9. Removing asbestos or insulation that contains asbestos shall be done according to the Occupational Health & Safety Regulation, Sections 6.1 through 6.32.
 10. The Board shall ensure that each work site has access to the Occupational Health & Safety Regulation and the Workers' Compensation Act.

ARTICLE D.29: HEALTH AND SAFETY COMMITTEE

An equally represented Health and Safety Committee shall be established by the employer. The committee shall be composed of not fewer than six (6) members, chosen by and representing the Union, the Board and C.U.P.E. representatives where agreeable. The chairperson and the secretary shall be elected from and by the members of the committee.

The Health and Safety Committee shall assist in creating a safe and healthful place of work and learning.

The committee shall:

1. Determine that regular inspections of the place of employment are carried out as required by Sections 3.5 through 3.8 of the Occupational Health & Safety Regulation, Workers' Compensation Board of British Columbia.
2. Determine that the provisions of health services as outlined in the School Act are carried out.
3. Recommend measures required to attain compliance with the School Act and the Workers Compensation Board of B C. and the correction of hazardous conditions.
4. Consider recommendations from employee groups and recommend implementation where warranted.
5. Hold regular meetings at least once each month for the review of:
 - a. reports of current accidents, their causes and means of prevention;
 - b. remedial action taken or required by the reports of investigations and inspections;
 - c. any other matters pertinent to health and safety.
6. Record the proceedings of the committee and forward the minutes promptly to the representative groups.

ARTICLE D.30: HAZARDOUS MATERIALS

1. The Health and Safety Committee shall make recommendations regarding the provision of staff, time and resources to ensure effective implementation of the Workplace Hazardous Materials Information System (WHMIS) in all school sites and workplaces of the District.
2. The Health and Safety Committee shall make recommendations regarding the provision of an education program with the aim of ensuring that all employees understand the labels and material Data Sheets (MSDS) and are fully instructed in precautionary measures concerning specific materials.

ARTICLE D.31: LOCAL UNION INVOLVEMENT IN BOARD BUDGET PROCESS

1. Representatives of the Union shall have the right to participate at any public Board meeting.
2. Prior to public presentation of its preliminary budget, the Board will allow for a Union presentation at a regularly scheduled public meeting.

ARTICLE D.32: RELOCATING CLASSROOMS

1. When a teacher is required to relocate his/her classroom to another school during the school year, he/she shall be entitled to relief of instructional duties for one (1) day.
2. In the event that a teacher is required to move classrooms within the school during the school year, and so requests, release time shall be provided.
3. All classroom changes throughout the school year will be supported in a timely fashion by appropriate district resources for assistance in packing and moving materials and supplies to the new location.

ARTICLE D.33: BEGINNING TEACHERS

1. Every reasonable attempt shall be made to help beginning teachers adjust to their new profession.
2. The Board shall make a mentorship program available to teachers who are new to the profession or who are undergoing a significant change in assignment.

ARTICLE D.34: HOME EDUCATION

1. Educational services that may be required for home education students, as defined in School Act Division 4 (12 & 13), regulation Section (3), shall be provided by members of the bargaining unit.

ARTICLE D.35: TEACHER ASSISTANTS

1. All teacher assistants hired to assist teachers in carrying out their responsibilities and duties shall be under the direct instructional supervision of teachers and under the employment supervision of Administrative Officers.
2. Teacher assistants shall not assume the direct instructional responsibility for providing educational programs to students or groups of students, but may assist the teacher in:
 - a. providing assistance to individual students and groups of students;
 - b. monitoring students;
 - c. maintaining student records or reports to parents;
 - d. providing advice to students.
3. Teacher assistants shall not assume direct instructional responsibility while the teacher is absent.
4. Teacher assistants shall not be used to replace qualified teachers.
5. When the hiring of a teacher assistant is contemplated, for assignment to a specific program, the teacher of that program shall be involved in the hiring process.

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.21: POSTING VACANT POSITIONS

- 1. The Board shall post notices in all worksites, and in the District office, of all vacant positions for appointments covered by this agreement as soon as they become known, for a period of seven (7) calendar days prior to the deadline for applications. The posting shall include the nature of the assignment and the necessary qualifications for the position. Copies of the posting shall be forwarded to the Union at the time they are posted.
- 2. Advertisements shall not include reference to extra-curricular activities and programs. Application forms and all other written parts of the hiring process for appointment to the teaching staff of the District shall indicate that extra-curricular activities and programs are voluntary.

ARTICLE E.22: FILLING VACANT POSITIONS

- 1. Definition of Vacancy
 - a. In this Article, "vacancy" means an existing or newly created teaching assignment/position which the Board intends to fill and to which a teacher is not assigned.
 - b. The expiration of a term-certain assignment does not create a vacancy if that position is filled by a teacher who has the right to return from LOA to that position.

2. New School Year Postings

A list of all known term and continuing vacancies available for the next school year will be posted in each school and center of the District no later than April 15 of each year. This list shall include, but not be limited to opportunities which result from confirmed teacher resignations, retirements, transfers, leaves of absence, new teaching opportunities and Summer School.

Additional known vacancies will be posted April 30 and thereafter as they occur.

3. Mid-Year Postings

If a posted position requires filling during the school year and the successful applicant is currently employed in another assignment, which may conflict with the schedule of the assignment to be filled, the position will be filled according to the following:

- a. the successful applicant shall fill the position either immediately or at the conclusion of the next natural break in the school year, provided there is mutual agreement to do so between the successful applicant and the Board; or
- b. the successful applicant shall fill the position at the beginning of the next school year. For the intervening period, the position shall be filled on an interim basis as a term-certain assignment.

For the purposes of this Article, "natural break" means the Christmas Break, Spring Break, or term or semester change.

4. Teachers returning from a leave of absence of one (1) year or less duration shall return to the position they had previously vacated. If, owing to unforeseen circumstances, that specific position does not exist, a comparable position shall be offered and they shall have priority over any other job applicants to that position. Unforeseen circumstances may include, but shall not be limited to: decline in student enrollment; change in school demographics, or change in school boundary.

5. Where two (2) or more candidates possess the necessary qualifications, the teacher with the greatest seniority shall have preference.

6. Necessary qualifications for the purpose of this article shall include:

- a. certification
- b. training
- c. education
- d. experience
- e. quality of service as reflected in evaluation reports filed within the previous twenty-four (24) months, and references named by the teacher.

7. When a part-time position is given an increase in time of 0.2 FTE or less, the incumbent teacher shall be given first option to take the increase. If the incumbent accepts the increase, the increased position is not considered a vacancy and need not be posted.

ARTICLE E.23: OFFER OF APPOINTMENT

1. An applicant for appointment shall be entitled to rely on a representation of the Superintendent, an Assistant Superintendent, Secretary-Treasurer, Associate Superintendent, Human Resources or District Principal that an offer of an appointment has been made, or that an appointment has been made.
2. A written offer of appointment to the teaching staff of the District shall include a description of the nature of the assignment(s) and the expectations of the Board. This written offer shall be sent within three (3) working days of a verbal offer having been made.

ARTICLE E.24: BOARD INITIATED TRANSFERS

1. Transfers shall be initiated by the Board for educationally sound reasons or for reasons arising from application of this agreement. Transfers shall not be initiated:
 - a. as disciplinary measures
 - b. for reasons of administrative preference
 - c. for sake of rotation only.

In any event, transfers shall not be initiated for arbitrary nor capricious reasons.
2. No teacher shall be transferred from his/her school, due to enrollment decline, without agreement of the teacher, unless:
 - a. no vacant position remains in the teacher's school for which he/she possesses the necessary qualifications; and
 - b. the teacher has the least seniority of teachers holding positions, in the teacher's school, for which he/she is qualified.
3. In the event that the Board initiates a transfer involving change of school and such transfer comes within the provisions in Article E.24.2, two (2) months notice of any such transfer shall be given, unless the teacher agrees to a shorter period. A teacher may refuse such transfer and elect to be placed on the recall list under Article C.3 (Layoff, Recall and Severance).
4. A Board official intending to recommend transfer of a teacher shall meet with the teacher at least fourteen (14) days prior to the recommendation being placed before the Board. The nature of the transfer, and the reasons for it shall be communicated to the teacher. The teacher may be accompanied by a member of the Union. The teacher shall have the opportunity to consider the matter and reply before the recommendation is placed before the Board.
5. At or subsequent to such meeting the teacher shall have the opportunity to advise the Board official of any retraining requirements, in-service release time, or assisting teacher support which he/she believes necessary to adequately prepare for the proposed transfer.

6. The Board may transfer a teacher to an assignment involving a significantly different grade level or significantly different subject area, only if:
 - a. there remain no vacancies in the teacher's existing grade level or subject area for which he/she has the necessary qualifications;
 - b. the teacher has the least district wide seniority among teachers in his/her existing grade level or subject area;
 - c. the Board provides adequate assistance, teacher support and in-service release time to ensure professional retraining commensurate with the degree of change of assignment;
 - d. the teacher is offered priority of transfer to future vacancies in his/her existing grade level or subject area, second only to teachers entitled to priority under Article E.22.4 (Filling Vacant Positions) unless the teacher otherwise agrees.
7. Any teacher who has been transferred without agreement pursuant to this Article shall not be subject to a further transfer for three (3) school years.
8. Transfers initiated by the Board shall be completed no later than May 31 in a school year for the next school year, save when they are necessitated by circumstances not reasonably known to the Board by May 15 in such year.
9. A teacher who is transferred for reasons of projected enrollment decline, position reduction or other such factor shall have the opportunity of returning forthwith to the position previously held in the event that the projected factors do not actually materialize.

ARTICLE E.25: SCHOOL ASSIGNMENT

1. Assignment within a school shall be based on the qualifications, training, experience and personal preference of the teacher, and shall not be used for disciplinary purposes.
2. A staff meeting shall be held prior to June 15 for the purpose of discussing the proposed timetable and staff assignments for the next school year.
3. A teacher who is not satisfied with a proposed school assignment shall have the opportunity to meet with the school Administrative Officer to discuss the concerns, and may be accompanied by a staff representative or other member of the Union.
4. A teacher who is not satisfied with a proposed assignment in a school may appeal the assignment to the staff committee. The committee may, after hearing the principal, teacher, and any other teacher directly affected by any proposed alternative assignment, recommend to the principal that the teacher's assignment be changed.

5. In the event that the committee recommends a change and the principal does not act in accordance with the recommendation of the committee, the teacher may request, within seven (7) days of the confirmation of the assignment, and shall be granted, a meeting with the Superintendent. The teacher, who may be accompanied by a member of the Union, and the principal shall discuss the matter with the Superintendent, who may direct that the assignment be changed.

ARTICLE E.26: EVALUATION OF TEACHING

1. The purpose of evaluation is to provide an accurate and objective measurement and record of performance. All evaluation reports on the work of a teacher shall be in writing and shall be pursuant to Article E.26 (Evaluation of Teaching) or Article E.27 (TOC Evaluation).
2. Prior to commencing observations, the evaluator shall meet with the teacher and review the purposes of the evaluation and the criteria and standards to be applied.
3. All evaluation observations shall take place between September 1 and May 20 of the subsequent year.
4. Each written report on the work of a teacher shall be drafted on the basis of a reasonable number of personal observations [not less than three (3) nor more than six (6)] which reflect the teacher's assignment. The evaluator shall first seek agreement with the teacher on the anticipated time span and the schedule of the evaluation. The criteria employed shall be those listed in Appendix 3. Application of the criteria shall take into consideration only aspects of the teaching situation over which the teacher has responsibility and control.
5. Involvement or non-involvement in extra-curricular activities and participation in Union activities or matters not directly related to the general work of a teacher shall not be commented upon by the evaluator.
6. Periods chosen for observation shall not be at abnormal or inappropriate times and the teacher shall have the opportunity to select at least two (2) of the observation times. No observations shall be made in the first twenty (20) teaching days after a change of assignment.
7. Prior to each observation there shall be a pre-conference during which mutual agreement shall be sought regarding the area of instruction to be observed. By mutual agreement between the teacher and the evaluator, the post-observation conference may be deemed to be the pre-observation conference for the following observation, should there be one. Within two (2) teaching days of each observation, the evaluator shall discuss with the teacher his/her observations and impressions. Such observations and impressions shall further be accompanied by a written anecdotal statement of the observation.
8. Reports shall be prepared only by the principal or the vice principal of the school to which that teacher is assigned, the Superintendent, the Assistant Superintendent or the Associate Superintendent, Human Resources. If a report is scheduled to be written by the vice principal, the teacher may request that the principal write the report. Such request shall not be unreasonably denied. Reports shall be prepared independently and without collaboration on content or results, except as allowed by School Act, Section 20(3).

9. In the case where a teacher has a reasonable apprehension of bias, the teacher may request a meeting with the Superintendent and a representative of the Union, to discuss the teacher's concerns. After considering the representations of the teacher and the Union representative (if applicable), the Superintendent may determine that the report is to be written by another appropriate evaluator. If this meeting does not resolve the matter, the teacher may choose to refer the matter to Article A.6 (Grievance Procedure) (step 3) for a determination as to whether there is a reasonable apprehension of bias.
10. Observations shall be made in the prime area(s) of the teacher's expertise.
11. Reports shall reflect any discrepancy between the teacher's assignment, professional training and preferences of teaching subjects and grades.
12. The content of a teaching report shall be a specific, objective description of teaching performance based solely on the personal observation by the evaluator. Judgments shall be substantiated.
13. In the event of a less than satisfactory report, the evaluator shall attempt to develop a mutually acceptable plan of assistance with the teacher. The plan of assistance shall be completed before another report is initiated. The member shall have the right to representation. A copy of the plan of assistance shall be filed with the Union.
14. The teacher shall be given a draft copy of a report at least four (4) teaching days prior to preparation of the final copy. He/she shall have the opportunity of meeting with the evaluator in the company of a representative to propose changes to the draft. The evaluator shall attempt to establish agreement on the accuracy of the report prior to filing the final report.
15. The teacher shall be given a copy of the final report at the time of filing, which shall be on or before May 31, or by April 30 if requested by the teacher by February 28. The final report shall be filed only in the teacher's personnel file at the Board office.
16. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report.
17. Subject to Article C.22 (Procedures Where Dismissal Based On Performance) a report on a teacher shall not be written more than once every five (5) years, or upon the request of the teacher.
18. Where there exists substantial doubt of a teacher's competence, the Administrative Officer shall state the grounds in writing to the teacher and the Union before proceeding with an out-of-cycle evaluation.

ARTICLE E.27: TOC EVALUATION

1. An evaluation of a TOC may be conducted at any time with a minimum of one day's notice. However, a TOC may request a report from a principal of a school after five (5) days of TOC teaching in that school, and only on the second or subsequent consecutive day of service for the same teacher. Periods chosen for observation shall not be at abnormal or inappropriate times.

2. A TOC may request a written report up to two (2) times each school year.
3. The report process for a TOC shall include:
 - a. criteria consistent with Appendix 2;
 - b. a pre-conference;
 - c. a single formal lesson observation;
 - d. a post-observation conference;
 - e. a written summary report pursuant to Article E.26.13 (Evaluation of Teaching).
4. The report shall be presented to the TOC within one (1) week of the formal observation. One copy of the report shall be provided to the TOC and one copy shall be filed at the Board office.
5. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report.

ARTICLE E.28: SCHOOL ACT APPEALS

1. Where a pupil and/or parent/guardian files an appeal under Section 11 of the School Act, the employee shall be notified immediately of the appeal, and shall be entitled to receive all documents relating to the appeal.
2. The employee shall be entitled to attend any formal meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Union and the right to provide a written reply to any allegations contained in the appeal.
3. The Board shall refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first discussed the decision with the employee(s) who made the decision.
4. No decision, policy or by-law of the Board, with respect to the conduct of such appeals or the disposition of any appeal, shall abrogate any right, benefit or process contained in this agreement, or deprive the employee of any right, benefit or process otherwise provided by law.

ARTICLE E.29: NO DISCRIMINATION

1. There will be no discrimination against any person covered by this Agreement or against any members of the bargaining unit on the basis of race, colour, creed, age, physical handicap, sex or sexual orientation, religious or political affiliation, national origin, marital status, whether she/he has children, or because she/he is participating in the activities of the Union, carrying out duties as representative of the Union, or involved in any procedure to interpret or enforce the provisions of the Collective Agreement.

2. The Board and the Union value the unity and diversity of Canadian society and will, therefore, promote cultural tolerance and acceptance in all aspects of a pupil's school experience. In recognition of the multicultural diversity of Mission's community, the Board and the Union endorse and will promote the concept of active and positive multiculturalism within the schools of Mission.
3. The Board agrees that it does not condone and will not tolerate any expression of sexism or racism.
4. Any written allegation of sexism or racism within the district will be investigated by the Joint Education Advisory Committee and the results reported confidentially.
5. Notwithstanding Article E.29.4, the Superintendent or the Union President may initiate an investigation but shall in any event report to the Joint Education Advisory Committee.

ARTICLE E.30: PERSONNEL FILES

1. There shall be only one personnel file for each teacher, maintained at the Board office. Any file relating to a teacher kept at a school shall be sent to the teacher's Board office file after the teacher has had an opportunity to review the file when the teacher, or Administrative Officer, leaves that school.
2. After receiving a request from a teacher, the Superintendent, in respect of the Board office file, or the Administrative Officer of the school, in respect of any school file, shall grant access to that teacher's file as soon as is reasonably possible.
3. An appropriate Board official shall be present when a teacher reviews his/her file, and the teacher may be accompanied by an individual of his/her choosing.
4. The Board agrees that only factual material, which is relevant to the teacher's employment, shall be maintained in either school or Board office personnel files. All material placed in a teacher's personnel file shall be copied to the teacher upon filing except for payroll and other documentation.
5. Personnel files, regardless of storage format, shall not be made available to any person except the Superintendent or designate, the Secretary-Treasurer or designate, the Associate Superintendent, Human Resources or designate, the teacher or his/her Administrative Officer, except upon written request of the teacher, or as required by law.
6. Board members shall not have individual access to any teacher file. Information in personnel files may be made available to the Board only at the professional discretion of the Superintendent for the purposes of carrying out the Board's duties under the School Act and Regulations. The teacher shall receive notice within one (1) working day when such action takes place.
7. A teacher may request removal of material from his/her personnel file on the basis that it is not factually correct or relevant. In the event that the appropriate Board official does not agree to the removal of specified material, the teacher may file a grievance pursuant to Article A.6 (Grievance Procedure).

8. Where material critical of a teacher, or in the nature of a reprimand (except that of a suspension of five (5) days or more), is placed in the file, the teacher may elect to have the material removed two (2) years after the filing, provided that no further material of that nature has been subsequently filed.
9. Where a teacher has been suspended for a period of five (5) days or more, the teacher may elect to request that the material be removed four (4) years after the filing, provided that no further material of that nature has been subsequently filed. Such request shall not be unreasonably denied. In the event that there is disagreement over the removal of the material after four (4) years, and the teacher so wishes, the matter shall be referred directly to arbitration. The arbitrator shall decide whether to remove the material, based on the reasonableness of the request.

ARTICLE E.31: FALSELY ACCUSED EMPLOYEE

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising his/her duties as an employee of the Board, and
 - a. an investigation by the Board has not concluded that the accusation is true; or
 - b. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false,the teacher shall be entitled to assistance from the Board as provided in this Article.
2. The teacher and the teacher's family shall be entitled to all reasonable specialist counselling and/or medical assistance to deal with negative effects of the allegations.
3. The teacher shall be assisted to the fullest extent possible by the Board in assuring successful return to teaching duties. This shall include any necessary leave of absence with pay, upon receipt of medical certificate; first priority for transfer to any vacant position requested by the teacher, for which the teacher is qualified; and, where requested by the teacher, provision of factual information to parents by the Board.
4. The disposition of the student making the false accusation shall be made by the Board in consultation with any agency, group or individual the Board deems appropriate. The MTU President shall be consulted as part of this process.

SECTION F: PROFESSIONAL RIGHTS

ARTICLE F.21: JOINT ADVISORY COMMITTEES

1. In order to assist the Board in establishing priorities, the Board shall maintain the Joint Education Advisory Committee as a standing committee.

Additional Joint Advisory Committees may be struck by agreement of the Board and the Union.

2. The committee shall have ten (10) members with five (5) members appointed by the Union and five (5) members appointed by the Board.
 - a. The committee shall choose a chairperson from amongst its membership.
 - b. The committee shall meet at the call of the chair.
3. The purposes of the committee shall be to:
 - a. Establish Board priorities within committee terms of reference. The terms of reference of the above captioned committee shall not exceed those found in Appendix 1 of this Agreement, save and except by the agreement of each committee at its initial meeting. A committee may adjust its terms of reference only within the intent of those terms of reference in Appendix 1.
 - b. Make specific recommendations to the Board and the Union.
 - c. Determine terms of reference for ad hoc committees which shall report to the standing committee.

ARTICLE F.22: AD HOC COMMITTEES

1. Pursuant to Article F.21, Ad Hoc Committees shall be formed to meet specific Board needs.
2. Membership in these committees will be open to Board management, professional staff, Administrative Officers, and other as determined by an Advisory Committee.
3. Volunteers for participation on these committees will be sought through advertisements posted by the Board and the Union.
4. All Ad Hoc Committees shall report to their respective Advisory Committees.

ARTICLE F.23: PROFESSIONAL DEVELOPMENT FUNDING

1. The Board and the Union shall establish a fund for the purpose of providing professional development of teachers employed by the Board.
2. Effective July 1, 1993, the total Board amount to be placed in the fund shall be \$155.00 per year per F.T.E. teacher, calculated at September 30.
3. The Board shall provide TOCs at a rate of one (1) TOC day per FTE teacher.
4. The Professional Development Fund, as established by this Article, shall be administered by the Mission Teachers' Union. The Union shall be responsible for:
 - a. administering and distributing Professional Development funds, and
 - b. ensuring that Professional Development opportunities are distributed equitably.
5. Teachers on Call shall have access to the Joint Professional Development Fund through direct application to the Mission Teachers' Union.

ARTICLE F.24: NON-INSTRUCTIONAL DAYS

1. All non-instructional days, as described in this Agreement, shall be used for teacher professional development activities, except as otherwise provided for in this Agreement.
2. Non-instructional days shall be considered as instructional days for salary purposes.
3. The Joint Education Advisory Committee shall make recommendations to the Board for professional development activities and allocation of scheduled non-instructional days. The Board shall not unreasonably refuse to implement the recommendation(s) of the Committee.

ARTICLE F.25: SCHOOL ACCREDITATION

1. The Board and the Union recognize the value of teachers' participation in Ministry-prescribed accreditation and other school assessments.
2. Prior to undertaking an assessment/accreditation each school, through a committee of the whole which shall include all members of that school's teaching and administrative staff, shall strike a steering committee to oversee the process and make recommendations to the school and the Board as required.
3. Schools involved in an assessment/accreditation process shall be provided such resources and support as are provided to the school by the Ministry of Education's funding formula for the assessment/accreditation.

4. Upon approval of the staff committee of the whole, implementation of recommendations arising from an accreditation or assessment shall be the responsibility of the Steering Committee and the school Administrative Officer.
5. An elementary assessment process is voluntary.

ARTICLE F.26: PROFESSIONAL AUTONOMY

1. Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practice, have individual professional autonomy in determining the methods of instruction, the manner and method of record keeping, and the planning and presentation of course materials in the classes of pupils to which they are assigned.
2. Evaluation of students shall primarily be the responsibility of the teacher. If for any reason student evaluation is revised by an authority other than the teacher, that authority shall, on the student's record, take written responsibility for the new mark, comment or grade assignment.

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 also Article G.21 Sick Leave for general 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.21: SICK LEAVE

1. Sick leave with pay is earned at the rate of one and one half (1.5) days for each month taught by the teacher in the service of the Board. Part-time teachers shall receive sick leave pro-rated in accordance with percentage of full-time employment.
 - a. Sick leave accumulated by each teacher prior to June 30, 1989 shall continue to be credited to that teacher.
 - b. If a teacher leaves the employ of the Board and subsequently resumes a position as a teacher with the Board, the teacher shall have immediate access to the balance of all sick leave remaining to the credit of the teacher at the time of the cessation of employment.
2. For the purposes of this Article "month taught" shall mean a month in which a teacher is absent for not more than ten (10) teaching days.
3. Any days during which the teacher has been absent with full pay for reasons of illness or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher.

4. Each year, no less than fifteen (15) days of sick leave shall be available to each teacher at the beginning of the school year. Teachers commencing employment with the Board shall be granted five (5) additional sick days which shall accrue to them. Teachers commencing employment with the Board during the school year shall then have available to them the pro rata portion of sick leave benefit which would accrue to them for the balance of the school year.
5. In the event that any paid sick leave is advanced and not subsequently earned, the amount advanced shall be repaid by the teacher to the Board.
6. There is no maximum to the number of days of sick leave that may be accumulated but only one hundred and twenty (120) days may be used in one (1) school year.
7. Each teacher shall receive by September 30 and January 31 an accounting of his or her accumulated sick leave as at August 31 and December 31.
8. Teachers may be required to provide an acceptable medical certificate in relation to any absence due to sickness in excess of five (5) days.

[See also Article G.1 Portability of Sick Leave.]

ARTICLE G.22: MATERNITY LEAVE AND SUB PLAN

1. Short Term Maternity Leave:
 - a. A pregnant teacher shall be granted upon request a leave of absence as provided for in the Employment Standards Act.
 - b. Upon application for maternity leave, the teacher shall be notified by the employer of all rights and responsibilities pertaining to the leave provisions of this Agreement and pertinent legislation.
2. Supplemental Unemployment Benefits on Maternity Leave:
 - a. When a pregnant teacher takes the maternity leave to which she is entitled pursuant to the Employment Standards Act, the Board shall pay the teacher:
 - i. 95% of her current salary for the first two (2) weeks of the leave where the teacher is eligible to receive Employment Insurance maternity benefits,
 - ii. and where the teacher is eligible for Employment Insurance maternity benefits, the difference between 75% of her current salary and the amount of Employment Insurance maternity benefits received by the teacher, for a further fifteen (15) weeks.
 - b. The Board agrees to enter into the Supplemental Unemployment Benefit (SUB) Plan agreement required by the Employment Insurance Act in respect of such maternity.

3. Extended Maternity Leave:

- a. Teachers granted short term leave under Article G.22.1.a who choose not to return to work at the expiration of that leave may apply for extended maternity leave, four (4) weeks prior to the start of a semester or term or by May 31 with respect to leave expiring June 30.
- b. Leave shall be granted upon request for a period of up to a maximum of twenty (20) school months, with return to coincide with the commencement of the next following term or semester.
- c. Teachers returning from extended maternity leave shall do so at the commencement of a term or semester and shall notify the Board six (6) weeks in advance except in respect to leave expiring June 30 where notice shall be given by March 31.

4. Use of Sick Leave:

- a. 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 her sick leave provisions.
- b. In the event that the medical health officer certifies that there are cases of communicable childhood diseases such as measles, mumps or chicken pox and a pregnant teacher is advised by her doctor to be absent from work because of risk of exposure, the Board will:
 - i. reassign the teacher so that she will be at no greater risk than that present in the community at large, or
 - ii. if the teacher declines reassignment, allow the teacher a choice of a leave of absence at cost of TOC or from accumulated sick leave.

5. Early Return and Emergency Situations:

- a. In the case of an incomplete pregnancy, death of the child, or other special situations, a teacher may return to duty to a position as similar as is possible to the previous position as designated by the Board, earlier than provided in the agreed-upon leave, which shall extend to the end of the agreed-upon leave.
- b. The teacher intending to make an early return to duty will submit a written application and a medical certificate.
- c. In emergency situations, the teacher's application for leave will be considered on shorter notice.
- d. A terminated pregnancy shall be treated in the same manner as a birth under the Employment Standards Act and the maternity and extended maternity leave provisions of the Agreement.

6. Extended Maternity Leave Benefits:

When a teacher has been granted extended maternity leave the Board will pay its share of all benefit premiums during the first ten (10) months of the period of the leave, if the teacher so requests, and makes suitable arrangements for the continuation of her share of the premiums. During any additional leave, the teacher may elect to pay the full cost of premiums.

7. Adoption:

In the case of adoption, maternity leave shall be granted on request and shall commence from the date of arrival of the child in the home. All the provisions of this section shall apply including all rights guaranteed under the Employment Standards Act. Paid leave up to two (2) days shall be granted to either parent, or both, if both are teachers employed by the Board, for adoption interviews or travelling time. In special circumstances, this leave may be extended at the discretion of the Superintendent.

8. Assignment:

- a. A teacher returning from short-term leave within a school year shall be reassigned to the same position held prior to the leave.
- b. A teacher returning from extended leave shall be assigned to a reasonably comparable position within the District.
- c. These items notwithstanding, a teacher may choose to apply for another position as per Article E.22 (Filling Vacant Positions).

ARTICLE G.23: PARENTHOOD LEAVE

1. A teacher with a dependent child shall be granted upon request, a parenthood leave of absence without pay for:
 - a. a stated period of time as requested by the teacher up to a maximum of twenty (20) school months; or
 - b. a period of time so that the return to duty will coincide with the commencement of a term or semester.
2. Parenthood leave shall be granted upon application to either parent if both are employees of the Board.
3. Parenthood leave shall also be granted in the case of adoption or legal guardianship.
4. Applications for parenthood leave must be submitted to the district at least six (6) weeks prior to the end of the school term preceding the effective start of the leave or by March 31 where the leave is to take effect the next school year.
5. The provisions of Article G.22.3.a, G.22.3.b, G.22.4, G.22.5.c, G.22.8.b and G.22.8.c of the Maternity Leave and SUB Plan shall apply.

ARTICLE G.24: PATERNITY LEAVE

1. On the birth of a child or in the case of adoption or legal guardianship, the father may apply for and shall be granted paternity leave with pay up to a maximum of two (2) days.
2. Where other complications such as cesarean section occur and are substantiated by a doctor's certificate, paternity leave for up to an additional five (5) days shall be granted at the cost of a TOC.

ARTICLE G.25: JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS

1. The Board shall grant leave of absence with pay to any employee summoned for jury duty or required to attend any legal proceedings, for the duration of such proceedings. An employee on such leave shall pay over to the Board any sums received for jury duty or witness fees, exclusive of traveling costs or meal allowances.
2. Where an employee is reasonably required to attend proceedings in connection with the interpretation or application of this Agreement, the Board shall grant leave with pay.
3. Where the private affairs of an employee have otherwise occasioned an appearance in legal proceedings, a leave of absence at the cost of a TOC shall be granted by the Board.

ARTICLE G.26: EDUCATIONAL LEAVE WITHOUT PAY

The Board approves a policy of educational leave for staff improvement to be granted to members of the teaching staff to pursue studies designed to bring new techniques or educational strategies to the Board, or to assist established teachers to refresh and advance their knowledge of method, subject matter or general background for teaching.

The following guidelines will apply:

1. Up to 1% of the FTE teaching staff of School District No. 75 (Mission) may be granted educational leave without pay during any school year.
2. Such educational leave without pay shall not exceed ten (10) months or the equivalent of one (1) school year.
3. Eligibility for educational leave without pay shall be limited to staff members who have completed three (3) consecutive years with School District No. 75 (Mission).
4. Applicants for leave without pay must submit to the Superintendent, a written summary prior to March 31 of each year, indicating the ways in which the requested leave will improve his/her professional competence and thus benefit the students of School District No. 75 (Mission).
5. If a year's leave of absence is granted for professional improvement for a teacher who has not reached the maximum, one (1) increment shall be granted upon receiving proof of transcript that successful completion of the course was obtained.

ARTICLE G.27: SESSIONAL EDUCATION LEAVE

Upon application to the Superintendent of Schools, leave shall be granted for up to ten (10) teaching days prior to school closing in June for approved study, provided year-end duties are completed, at no cost to the teacher.

ARTICLE G.28: BEREAVEMENT LEAVE

1. The Board shall grant, upon written request to the Superintendent of Schools, leave of absence, with pay, to a maximum of five (5) days, in the case of the death of a wife, husband, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild or any other family member living in the same household.
2. In the event of the death of any relative not mentioned above or a friend of the teacher, the teacher shall be entitled to special leave for one (1) day, with pay, for the purpose of attending the funeral and additional days, if necessary, at the cost of a TOC for travel.

ARTICLE G.29: EMERGENCY LEAVE FOR FAMILY ILLNESS

1. In the case of illness in the family of a teacher, and when no other person at the teacher's home can provide for the needs of the ill person, who is living in the home, the teacher shall be entitled, after notifying his/her administrator, to use up to a maximum of five (5) days sick leave at any one time for this purpose.
2. Should the leave occur on a non-instructional day, there shall be no cost to the teacher.

ARTICLE G.30: DISCRETIONARY LEAVE

Discretionary leave of one (1) day with pay shall be granted to meet a personal need or requirement and an additional discretionary leave of one (1) day at the cost of a TOC shall be granted each teacher each year. This Article shall not be used for holiday or vacation purposes.

ARTICLE G.31: LEAVE FOR ELECTED OFFICE AND COMMUNITY SERVICE

1. When a teacher is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, he/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.
2. Teachers elected or appointed to municipal or regional district offices or public boards, shall be granted leave of absence, at the cost of a TOC to a maximum of ten (10) days.

3. At the discretion of the Superintendent, teachers involved in a community service shall be granted, at the cost of a TOC, leave of absence up to a maximum of ten (10) days in any one school year. Such leave shall not be unreasonably denied.

ARTICLE G.32: WCB LEAVE WITH PAY

1. Where a teacher suffers from a disease or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and he/she gains compensation under the Workers' Compensation Act, he/she shall not be required to use his/her sick leave credit for time lost.
2. All monies received by a teacher by way of compensation for loss of wages under the said Act shall be paid to the Board in return for which the Board shall pay the teacher the full amount of his/her wages to which he/she would have been otherwise entitled.
3. Compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during the period of the disability.

ARTICLE G.33: SELF-FUNDED LEAVE PLAN

1. The Board shall administer a Self-Funded Leave Plan as determined by a separate agreement.
2. The Self-Funded Leave Plan shall be governed by the Benefits Management Committee.
3. The committee shall determine any questions referred to it regarding the operation of the Self-Funded Leave Plan including the selection and election of an eligible investor for the deferred compensation amounts.
4. During the period of leave the teacher shall continue to receive medical, extended health, group life insurance, dental benefit and E.A.P. at full cost to the employee.
5. Where a teacher elects, subject to the applicable pension plan regulations, to establish pensionable service credit for the period of leave, the teacher shall pay the full cost of contributions.
6. Any employee participating in this plan shall not hold responsible the Board for any subsequent actions that might arise to the detriment of the employee for reasons such as investment decisions of the committee, rulings by Revenue Canada concerning taxation questions, etc.
7. The Board agrees to continue its current Deferred Salary Leave Plan for the duration of this Agreement subject to any applicable federal or provincial legislation.

ARTICLE G.34: INCLEMENT WEATHER

When, owing to inclement weather, school buses are cancelled, schools shall be closed and teachers shall be allowed leave of absence with full pay.

ARTICLE G.35: LEAVE OF ABSENCE INCENTIVE PLAN

The Board shall pay a financial incentive to teachers, on the maximum step of the salary scale, to take leaves of absence for personal and professional purposes.

1. The teacher must have a minimum of ten (10) years service with the Mission School Board and the last two (2) years to be continuous active service in the district.
2. For full-time teachers the financial incentive shall be \$10,000 per school year and shall be paid in ten (10) monthly installments beginning on September 30 in the year of the leave. Teachers on a part-time continuing appointment shall receive a pro rata incentive based on the percentage of teaching time at the time of application and payable in ten (10) monthly installments.
3. Subject to eligibility, the teacher may choose to continue coverage of the benefit plans pursuant to Article B.39: Benefits Plans.
4. The Board will grant 1% of FTE teacher staff L.A.I.P. per year. The Board will exercise discretion to approve additional applications for special circumstances.
5. Teachers wishing to apply for L.A.I.P. must notify the Board in writing by the 31st of January in the year they wish to begin the leave. Leave of Absence Incentive Plan approvals will be granted on the basis of first come, first served with preference to full-time employees.
6. This plan is provided on the basis that it is operated at no cost to the Board over the one year period or such longer period as the Board determines.
7. The teacher is expected to advise the Associate Superintendent, Human Resources in writing of his/her intent to return the following September by March 31.
8. Leave for L.A.I.P. will be considered as time worked for the purposes of seniority calculation.
9. Teachers will only be granted leave for L.A.I.P. once.
10. Teachers may not be employed in a full-time capacity in a public or private school while under the L.A.I. Plan.

ARTICLE G.36: PERSONAL LEAVE

The Board approves a policy of personal leave to be granted to members of the teaching staff. Such a policy is designed to permit a one (1) year period in which to pursue personal interests and/or to permit the employment of teachers on a part-time basis where there is no disadvantage to pupils.

The following guidelines will apply:

1. Upon application, up to 2% of the FTE teaching staff of School District No. 75 shall be granted long term personal leave in excess of five (5) months during any school year.
2. Upon application, teachers may be granted short term personal leave of up to five (5) months.

3. The length of long term personal leave shall be by mutual agreement, shall coincide with the end of a school term or school year, and shall be no more than ten (10) months and no less than five (5) months in duration.
4. Eligibility for personal leave in excess of five (5) months shall be limited to staff members who have completed three (3) consecutive years of service with School District No. 75 (Mission).
5. Applicants for leave must submit to the Associate Superintendent, Human Resources a written request prior to October 31 in each year if the leave is to begin on February 1, and prior to March 31 if the leave is to begin on September 1.
6. In emergency situations, the above timelines will be waived.
7. Teachers granted Personal Leave of five (5) months or less duration may choose to continue benefits in accordance with Article B.39 (Benefit Plans).

ARTICLE G.37: ATHLETIC OR OTHER COMPETITION

Leave of absence shall be granted to a teacher to participate in outside athletic or other competitions. Deduction for such absence shall be made at the rate of a TOC's pay for each day.

ARTICLE G.38: ALL OTHER REASONS

1. For absence with prior approval, a deduction of 1/250th of the teacher's annual salary shall be made for each day's absence.
2. For absence without prior approval, a deduction of 1/200th of the teacher's annual salary shall be made for each day's absence. At the discretion of the Board, a deduction may not be made.

ARTICLE G.39: BENEFITS DURING LEAVE OF ABSENCE

Except as otherwise provided in this Agreement, a teacher on approved leave of absence shall be entitled, if otherwise eligible, to maintain participation in all benefits as provided in the Collective Agreement, provided the teacher pays the full cost of the benefits.

ARTICLE G.40: LEAVE LIMITATIONS

Notwithstanding any provisions in this section, no combination of long-term leaves, except A.21 (President's Leave), A.22.2 (Leave For Union Business), G.21 (Sick Leave), and G.31 (Leave For Elected Office) shall exceed thirty (30) months.

ARTICLE G.41: RELIGIOUS HOLIDAYS

An employee shall be granted, upon request, a maximum of one (1) days' leave of absence per year, at the cost of a TOC, for purposes of religious observance.

ARTICLE G.42: EDUCATIONAL LEAVE WITH PAY

1. The Board shall establish an Educational Leave Fund in the amount of 0.2% of the teachers' salary section of the budget. This shall be the amount budgeted to be available for educational leave in the school year. All funds not used in a given year shall accumulate for use in subsequent years.
2. The Board shall grant educational leave, upon application, to teachers with a minimum of five years' service in the district.

The purpose of the leave may be any of the following:

- a. formal academic training, regardless of whether it leads to a higher certification;
 - b. studies or programs designed to bring new techniques or educational strategies to the district; or
 - c. studies or programs to assist established teachers to refresh and advance their knowledge of method, subject matter or general background for teaching.
3. A Joint Committee, comprised of two (2) representatives of the Union and two (2) representatives of the Board, shall consider applications and make recommendations to the Board based on the following criteria, which shall be given equal weight in consideration:
 - a. length of service with Board
 - b. application of the proposed leave activities to classroom instruction
 - c. date of first application for Educational Leave with Pay.

The Board may accept or reject, but may not alter the committee's recommendations.

4. The basic unit of leave shall be one school year, but upon request by the teacher, the committee may recommend any portion of the school year be granted.
5. Payments shall be at the rate of 75% of annual salary and paid pursuant to Article B.9 Pay Periods. During the period of leave, the Board shall pay its share of benefit premiums, pursuant to Article B.11.3 Benefits Plans.
6. A teacher granted educational leave for less than a year shall receive 75% of salary for the duration of the leave.

7. Application will be made by the teacher applying in writing to the Associate Superintendent, Human Resources, stating clearly the particular purpose for the leave and the proposed activities designed to fulfill that purpose.
8. Application for full or part year educational leave must be received prior to February 28 of the school year preceding the year for which the leave will be granted. Where funds remain unallocated in any school year, applications may be submitted prior to October 15 for partial year educational leave.
9. The Associate Superintendent, Human Resources shall submit the applications to the Joint Committee. The committee shall consider all applications and make a recommendation to the Board as to priority for granting leave. Such recommendation shall be made to the Board prior to March 15, in the case of leaves beginning in September and prior to October 31 for partial year leaves.
10. Teachers applying for educational leave will be notified by the Board of acceptance or rejection of their application before March 31 if the leave is requested to begin in September and by November 15 for partial year leaves.
11. Teachers selected for leave pursuant to this Article shall give an undertaking to:
 - a. return to the employ of the Board for a minimum of two (2) years
 - b. remain a member of the Union for a minimum of two (2) years
 - c. refund on demand, to the Educational Leave Fund, the amount paid by the Board for Educational Leave, if in default of either 12 a) or b), prorated to the length of time in default.
12. The period of Educational Leave shall be fully credited for the purpose of earning increments.

SIGNATURES

Signed at Mission, British Columbia, this _____ day of _____, 2009

Carrie McVeigh
Associate Superintendent, Human Resources
School District No. 75 (Mission)

Maria Hedderson
President
Mission Teachers' Union

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

Irene Lanzinger
President
British Columbia Teachers' Federation

SECTION H: Appendices

Appendix 1: Joint Education Advisory Committee Terms of Reference

1. General Terms of Reference:

The Joint Education Advisory Committee is a standing committee which will assist the Board and the Union in establishing District priorities for:

- a. the implementation of new curriculum (Provincial and Locally Developed).
- b. priorities and procedures for assessment.
- c. professional development.
- d. promoting the concepts of equality and tolerance

2. Specific Terms of Reference:

The committee will be responsible for making specific recommendations on:

- a. Setting District priorities for the implementation of curriculum on an annual basis and a long term basis
- b. A schedule for the implementation of curriculum
- c. The type and amount of pre-service and in-service required by staff (teachers and Administrative Officers) to implement curriculum
- d. The type and amount of learning resources needed to implement curriculum
- e. The evaluation of existing and new curriculum
- f. The use of criterion-referenced (curriculum-based) tests leading to proposals on policies for the use of such tests, and consideration in the proposal such facts as subjects, grades, implementation schedule, and utilization of results
- g. The use of the results of provincial assessment, leading to proposals for Board and /or school action based on provincial assessment results
- h. Proposals for improving district provincial and scholarship exam results with reference to student participation in examinable subjects; student participation in scholarship exams; and improvement in results in both areas
- i. The use of norm-referenced tests such as the CTBS, leading to a review of the usefulness of such tests, and proposals for future policies
- j. Proposals for curriculum and professional development initiatives to improve student achievement at the school and/or District level

- k. Proposals to support District goals related to instruction on an annual basis for introduction, and a long term basis for maintenance
- l. Proposals to support the implementation of provincial curriculum changes through the initial stages, and the maintenance after the Ministry implementation schedule is complete
- m. Proposals to support the implementation of locally developed courses through the initial stages, and the maintenance after the initial stages have been completed
- n. Proposals for the number, dates and use of available non-instructional days
- o. Proposals for in-service to support pilot projects with new learning resources
- p. Proposals for staff development
- q. Gender parity, by
 - i. Reviewing all curriculum materials that are to be purchased or made by the board to ensure that they are non-sexist.
 - ii. Beginning with the primary level, review, revise, upgrade and broaden classroom materials, library holdings, audio- visual aids and other supplementary materials so that:
 - they more completely include the contributions of females
 - they encourage the development of full equality between females and males
 - iii. Recommending replacement of those materials that consistently show men and women in stereotypical roles
- r. Multiculturalism, by
 - i. Developing an affirmative action plan for the entire school community
 - ii. Recommending a process for the in-service of all District staff
 - iii. Developing a plan to communicate resulting policy to all affected parties
 - iv. Recommending guidelines for the investigation and resolution of alleged incidents of racism
 - v. Developing a plan for an on-going review of all curricula and teaching materials used in the District
 - vi. Developing a plan to increase the availability of, and encourage the use of, multicultural resource materials. In addition, the committee shall consider such other matters as it deems advisable

Appendix 2: The Board's Expectations for TOCs

1. Arrive in good time. Report to the office and check for the availability of a TOC information file.
2. Check, if possible, with an Administrative Officer regarding your duties pursuant to Article D.26 (Availability of TOCs) and supervision and fire drill routines.
3. Check for the location of the day book and follow the classroom teacher's plan book as closely as possible. Make note of areas completed, areas changed and reason for the change.
4. Take attendance and report absences.
5. Begin your class promptly.
6. Maintain a positive learning environment consistent with the principles of effective teaching and insofar as possible, the expectations of both the school and the teacher you are replacing.
7. Act promptly on discipline problems. Maintain order in the classroom by following classroom routines.
8. Have work marked unless the teacher has otherwise requested.
9. Prepare a plan for the next day, including necessary board work and/or materials, unless the teacher has otherwise requested.
10. Leave the classroom and desks neat and tidy.
11. Leave a brief written report for the teacher on how your day went: highlights, problems (if any).
12. Respect the confidential nature of information you receive concerning pupils and teachers.
13. Check-in at the office before leaving and see if you will be needed the next day.

TOC Evaluation Form

School _____

TOC Name _____

Date _____

Grade/Subject _____

This evaluation form should be completed by the Administrative Officer following the completion of five consecutive days of service by a TOC where the teacher requested an evaluation. Except where required, Administrative Officers need only complete one evaluation per TOC per school year. Please note the form must be signed by both the TOC and the Administrative Officer. TOCs may attach a letter of response if they wish.

Considering the circumstances in which the teacher was working performance is judged to be [please check]:

- Satisfactory
- Unsatisfactory
- As Administrative Officer, I did not have sufficient opportunity to make an assessment.

Comments: (Refer to District Expectations of Teachers on Call):

TOC's Signature _____ Administrative Officer's Signature _____

(Indicating only that the TOC Evaluation Form has been read).

Administrative Officer - please send one copy to Associate Superintendent, Human Resources

Appendix 3: Criteria For The Evaluation of Teachers

The following criteria will form the basis of each teacher's report although not all will necessarily be mentioned in the formal written document. It is expected though that all major sections will be commented upon in that report.

1. Instructional Skills

The teacher utilizes a variety of instructional strategies to ensure the educational growth and progress of all pupils by:

- a. establishing appropriate expectations for pupils
- b. expecting and teaching good work habits
- c. employing motivational strategies
- d. presenting lessons in a clear, positive, encouraging manner
- e. making pupils aware of the objectives of the lessons where applicable
- f. actively involving pupils in the lessons being presented
- g. monitoring pupil learning and adjusting instruction
- h. providing for re-teaching where necessary
- i. providing students with feedback on their understanding of the skills being taught.

2. Organization and Management

The teacher organizes and manages the classroom in an effective manner by:

- a. developing routines which maximize teaching and learning
- b. developing routines to carry out such necessary tasks as attendance, marks and progress reports
- c. preparing for all lessons and activities by:
 - i. demonstrating evidence of daily and long term planning
 - ii. ensuring that lesson objectives are clear, appropriate to the class grouping and that activities directly relate to the objectives
 - iii. ensuring that lessons and units of study are in accordance with curriculum guides
- d. developing strategies and procedures for ongoing pupil assessment
- e. maintaining a classroom tone which promotes learning by:

- i. having a classroom where mutual respect is fostered
- ii. establishing expectations for appropriate classroom behaviour, including appropriate consequences.
- iii. disciplining students in a positive, fair, consistent manner
- iv. handling disruptive situations as efficiently as possible.

3. Classroom Environment

The teacher maintains a classroom conducive to learning by:

- a. maintaining a positive relationship with and among students
- b. maintaining organization of the room
- c. arranging the classroom so as to allow for varied instructional groupings such as individual, small group and whole class instruction
- d. arranging for appropriate displays and interest areas
- e. organizing and using equipment and materials safely

4. Communications and Professionalism

- a. The teacher ensures that he/she has sufficient current knowledge of content and strategies for his/her grade/class.
- b. The teacher fosters open and constructive communications with students, parents and staff.
- c. The teacher gives full consideration to constructive suggestions that are brought to the teacher's attention during the course of the formal evaluation process as specified in E.26 (Evaluation of Teaching).
- d. The teacher operates within the guidelines set out by Board Policy.

Appendix 4: Protocol for Closure of Schools

This protocol shall apply when teachers invoke their right not to work behind a picket line, in accordance with Article A.32 (Picket Line Protection). Nothing in this protocol shall be interpreted as requiring a teacher to cross a picket line.

1. Instruction will cease and teachers will assist in the safe, orderly closure of the school, according to the following procedure.
2. Emergency supervision of students shall be provided at a ratio of 1 educator per 50 students. The first educator(s) will be the Administrative Officer(s). The next educator will be the Teacher-In-Charge. The remaining supervision shall be supplied by decision of the Staff Committee (at the same ratio).
3. Supervising teachers shall leave proportionally as students leave, in inverse order of the above list.
4. All teachers are paid until the last member leaves.

Appendix 5: Definition of Credits for Category 5+

1. Category 5+ is defined as 6 complete years of university credit, but not including a Master's degree. For example, 1 year credit beyond Category 5 is 15 credits at U Vic; 30 credits at UBC; 30 credits at SFU, 18 credits at SDSU or 45 credits at U Wash.
2. Courses must be relevant to a degree used in teaching.
3. Courses shall not be the courses used for Category 5 certification.
4. Courses shall be senior level courses, numbered 300 or higher, except courses which are part of a diploma/degree program or which are required as a prerequisite.
5. Teachers must apply in writing and provide an official university transcript of relevant university credit to the Associate Superintendent, Human Resources, for payment under this Article. Payment shall be from the first day of the month following application date.
6. Teachers whose courses are not approved may submit the matter for final decision to the grievance process through the Union.

SECTION I: 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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 1

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

Re: Designation of Provincial and Local Matters

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

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

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

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

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

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

Appendix 1 PROVINCIAL MATTERS
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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

Appendix 2

LOCAL MATTERS

Appendix 2 – Local Matters

Housekeeping - Form

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

Section A — The Collective Bargaining Relationship

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

Section B — Salary and Economic Benefits

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

3. Employee Donations for Income Tax Purposes

Section D — Working Conditions

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

Section E — Personnel Practices

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

Section F — Professional Rights

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

Section G — Leaves of Absence

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

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

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

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

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

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

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”
President
BC Teachers’ Federation

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

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

Professional Development

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

Professional Development:

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

For BCTF:
“R. Worley”

For BCPSEA:
“K. Halliday”

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

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

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

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

Dated this 7th of October, 1997.

British Columbia Teachers’ Federation

British Columbia Public School Employers’
Association

“R. Worley”

“K. Halliday”

LETTER OF UNDERSTANDING NO. 2

Between:

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

And:

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

**Re: Approved list of arbitrators for:
Article D.3 Alternate School Calendar
D.5 Middle Schools
LOI 1 Formalization of Middle School Provisions**

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

John Kinzie
Judi Korbin
Robert Pekeles

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

Dated: August 14, 2007

Originals signed by:

Irene Lanzinger
For the BCTF

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).**

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

The parties agree that the amounts paid to employees at June 30, 2006, pursuant to the "Rate of Pay Maintenance" provisions of the Letter of Understanding (June 25, 2002) shall continue through the term of this Agreement. Those same amounts shall be increased by the same percentage increases as are applied to the Column A salary grids in the applicable district.

LETTER OF UNDERSTANDING 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.

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: One Time Payment to Teacher Inflation Adjustment Account

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

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

Original signed by:

Jinny Sims
BCTF President

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:

Brian Kennelly
BCTF Co-Chief Negotiator

Jacque Griffiths
BCPSEA Chief Negotiator

Suzie Mah
BCTF Co-Chief Negotiator

LETTER OF UNDERSTANDING No. 7

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Articles Housekeeping Committee

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

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 8

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Rehabilitation Committee

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Benefits Review Committee

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING 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	\$ 64,166	\$ 68,699	\$ 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*

LETTER OF UNDERSTANDING No. 12

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

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

Remote Recruitment & Retention Allowance:

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

SD 49	Central Coast	SD 50	Haida Gwaii/Queen Charlotte
SD52	Prince Rupert	SD59	Peace River South
SD60	Peace River North	SD81	Fort Nelson
SD82	Coast Mountain	SD85	Vancouver Island North
SD87	Stikine	SD91	Nechako Lakes
SD92	Nisga'a		

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 13

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

Re: Fiscal Dividend

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

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

The Fund will be determined as follows:

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 14

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

Re: Article B.12 Category 5+ Transitional Provisions

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

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

Dated this 27th day of June, 2007

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 15

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

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

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

1. Teacher in a district with 1 list ports to a district with 1 list (1 to 1)
 - Both K – 12 and adult education seniority are contained on a single list in both districts.
 - Normal rules of porting apply.
 - No more than 1 year of seniority can be credited and ported for any single school year.
 - Maximum of 10 years can be ported.
2. Teacher in a district with 2 separate lists ports to a district with 2 separate lists (2 to 2)
 - Both K – 12 and adult education seniority are contained on 2 separate lists in both districts.
 - Both lists remain separate when porting.
 - Up to 10 years of K – 12 and up to 10 years of adult education can be ported to the corresponding lists.
 - Although the seniority is ported from both areas, the seniority is only activated and can be used in the area in which the teacher attained the continuing appointment. The seniority remains dormant and cannot be used in the other area unless/until the employee subsequently attains a continuing appointment in that area.
 - For example, teacher A in District A currently has 8 years of K – 12 seniority and 6 years of adult education seniority. Teacher A secures a K – 12 continuing appointment in District B. Teacher A can port 8 years of K – 12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K – 12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.
3. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
 - A combined total of up to 10 years of seniority can be ported.
 - No more than 1 year of seniority can be credited for any single school year.
4. Teacher in a district with 1 single seniority list ports to a district with 2 separate seniority lists (1 to 2)

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

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

Original Signed by:

Jacquie Griffiths
BC Public Employers' Association

Jim Iker
BC Teachers' Federation

January 14, 2008

January 21, 2008

LETTER OF UNDERSTANDING No. 16

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

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Original Signed by:

Jacquie Griffiths
BC Public Employers' Association

March 12, 2008

Irene Lanzinger
BC Teachers' Federation

March 13, 2008

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