A WORKING DOCUMENT

PROVINCIAL COLLECTIVE AGREEMENT

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS'

ASSOCIATION/THE BOARD OF SCHOOL TRUSTEES

OF SCHOOL DISTRICT #81 (FORT NELSON)

(THE "EMPLOYER")

AND

BRITISH COLUMBIA TEACHERS' FEDERATION/FORT NELSON

AND DISTRICT TEACHERS' ASSOCIATION AND

(THE "LOCAL")

Effective 2006 July 1 to 2011 June 30

AS IT APPLIES IN S.D. #81 (FORT NELSON)

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

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SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

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.

Local Provision

3. All teachers must execute a College of Teachers' membership and fees deduction form

by September 15 of any school year or within fifteen (15) days of commencement of duties.

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.5.2 and A.5.3 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.5.2 and A.5.3 above, and the committee meets during normal instructional hours, the teacher on call shall be paid pursuant to the provisions in each district respecting Teacher on Call Pay and Benefits. A teacher on call attending a “half day” meeting shall receive a half day’s pay. If the meeting extends past a “half day,” the teacher on call shall receive a full day’s pay.

Article A.6: Grievance Procedure

1. Preamble

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

Steps in Grievance Procedure

2. <u>Step One</u>

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. <u>Step Two</u>

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. <u>Step Three</u>

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.19: Work Interruption

1. There shall be no interruption of normal service or stoppage of work such as a strike, lockout, or work-to-rule, during the life of this agreement.

Article A.20: Management Rights

1. The Association recognizes the responsibility of the Board to manage and operate the District. The Association further agrees that the Board, except as otherwise provided for in this agreement, has the right to make policy and regulations governing the operation and management of its schools. These include, but are not limited to, the right to:

a. hire, assign, promote, reassign, and retain employees;

b. suspend, discipline, or discharge employees;

c. eliminate any teaching position deemed advisable by the Board to maintain efficiency of District operations;

d. maintain control over District programs and services; and

e. maintain control over District property and facilities.

2. Such rights are to be exercised reasonably and in a non-discriminatory or non-arbitrary manner.

3. The following Board policies shall not be changed except by mutual agreement of the Board and the Association:

a. School Act Appeals
b. Sexual Harassment
c. Teacher Evaluation
d. Teacher-On-Call Evaluation
e. Association involvement in establishing annual district goals:

i. The Association shall be invited to be an active participant in the annual district goal setting.
ii. The Association shall have representation on the district goal setting committee.
iii. Educational goals and goals that relate to students and/or teachers should have joint endorsation, wherever possible.

Article A.21: School Staff Representatives

1. School staff representatives, elected in accordance with local Association procedures, shall have the right to:

a. convene staff meetings in the school to conduct Association business where such a meeting is not disruptive to the instructional process;

b. be relieved of instructional duties, with no loss of pay, if requested to be present at a meeting between an Administrative Officer of the school and a teacher; and

c. be relieved of instructional duties, with no loss of pay, in order to investigate or participate in a grievance or arbitration.

2. Costs for school staff representatives to attend meetings between Administrative Officers and Association members or to investigate or participate in a grievance or arbitration shall be born by the Association.

Article A.22: Use of Facilities

1. Representatives of the Association shall have the right to transact Association business on school property and utilize school facilities and equipment, provided that such use does not interfere with classroom instruction.

    a. The Association shall reimburse the Board for actual costs incurred utilizing photocopier, telecommunication equipment, and consumable supplies.

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

3. The Association shall have access to, without cost, the District internal mail service and employee mail boxes for communication with bargaining unit members.

Article A.23: Copy of Agreement

1. The Board shall provide every teacher covered by this agreement with one copy of this agreement.

2. In order that Teachers-On-Call can be fully informed, the Board and Association will develop a “Teacher-On-Call Information Package.”

    a. This package will include all relevant articles from the current Collective Agreement, the Teacher-On-Call Evaluation Policy, related Board Policies, information about membership in the FNDTA and BCTF and membership information from the B. C. College of Teachers.

Article A.24: Joint Committee/Liaison

1. In order to promote a collaborative process the Board and Association shall form a Joint Committee.

    a. This Committee shall consist of the Board of School Trustees, appropriate administrative staff and members of the Association Executive.

    b. There shall be a meeting of the Joint Committee every other month during the school year.

c. All parties to the Joint Committee shall have the right to submit items for discussion to the agenda.

Article A.25: School Staff Committees

1. There may be established, by October 30th of each school year, a recognized School Staff Committee, comprised of Association members, in each school.

    a. The Principal may attend all regularly scheduled School Staff Committee Meetings.

2. The School Staff Committee may have access to the school level budget.

3. The School Staff Committee may study and make recommendations, in writing, on any matters of concern to the staff members.

4. The school administration shall consider all recommendations made by the School Staff Committee.

    a. An Administrative Officer shall respond, in writing, within five (5) teaching days of the receipt of School Staff Committee recommendations.

        i. A meeting with representatives of the School Staff Committee, the FNDTA Staff Representative and the Principal may be held to discuss the recommendation.

5. A School Staff Committee shall have the right to refer unresolved recommendations to the Superintendent of Schools.

    a. The Superintendent shall respond, in writing, within five (5) teaching days.

        i. A meeting with representatives of the School Staff Committee, the Association President or designate may be held to discuss the recommendation.

6. The School Staff Committee shall have the right to refer unresolved recommendations to the Board of Trustees.

    a. There shall be a meeting between the Board, School Staff Committee representatives and the Association President to discuss the recommendation within ten (10) school days.

Article A.26: Picket Line Protection

1. All employees covered under this agreement shall have the right to refuse to work behind a picket line.

2. Any employees failing to report for duty for this reason shall be considered to be absent without pay.

3. Failure to cross a picket line 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.

    a. The Board shall not require teachers covered under this agreement to do work or carry out duties normally performed by employees or the employees of contractors engaged in a strike or lock out.

Article A.27: Exclusions from The Bargaining Unit/New Positions

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the written agreement of the Association.

2. Newly created positions shall be included in the bargaining unit unless the position is excluded by written agreement of the Association.

    a. The allowance and/or bonus of a new position shall be agreed to by the Association and the Board before the position is offered.

Article A.28: Access to Information

1. The Board, upon request by the Association, agrees to furnish the Association with the following information:

    a. Employee information including a list of employees, showing their names, addresses, contact numbers, grid placement, seniority and assignment.

    b. Agendas and minutes of all Open or Public Board meetings and all attachments thereto at the time of distribution to the Board.

    c. Information that may be used in processing grievances.

2. In addition, the Board agrees to consider providing any other information the Association deems necessary to fulfill its role as exclusive representative.

Article A.29: Contracting Out

1. No member of the Association employed by the Board will have her/his employment reduced due to contracting out.

2. The Board will not transfer a teacher or change her/his assignment for the purpose of contracting out her/his previous assignment.

Article A.30: Leave for Association and Federation Business

1. An employee covered by this agreement who is a member of the Executive Committee, representative assembly, or an appointed delegate of the BCTF, shall be entitled to release from teaching duties in order to carry out the business of the Association and/or the BCTF to a maximum of five (5) days per school year.

    a. Such leave shall be granted subject only to the British Columbia Teachers' Federation or Local Association reimbursing the Board for the full cost of a Teacher-On-Call.

    b. Additional release time may be requested and shall not unreasonably be denied.

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, a leave of absence without pay shall be granted for the duration of those duties.

3. The Superintendent or her/his designate shall authorize leave of absence, with full pay, to a maximum of four (4) members, for the Association's Negotiation Team to attend negotiations, conciliation, or arbitration meetings with the Board or its Negotiation Committee.

    a. Such meetings shall be as mutually agreed upon and the total shall be limited to ten (10) days.

4. Where the Association ratifies release time for the President, to a maximum of 1.0 F.T.E., the Board agrees to release the President from teaching duties for that time.

    a. The Association agrees to consider and address all Board concerns with respect to this article and reassess its appropriateness in light of sound instructional practice.

    b. The Board will continue to pay the President her/his full salary and benefits. The Association shall reimburse the Board the pro-rata costs of salary and benefit costs for this release time.

c. For purposes of pension, experience, sick leave, and seniority, the President shall be deemed to be in the full employ of the Board.

d. The President shall inform the Board of any days or partial days, if any, that he/she is absent from presidential duties due to illness. Such days, or part days, shall be deducted from the President's accumulated medical leave.

Article A.31: Staff Orientation

1. There shall be a yearly staff orientation, the purpose of which is to provide all new staff with information regarding Ministry programs and district procedures and expectations.

2. The length of time may vary from year to year depending on the training and experience of new teachers and the number of teachers commencing employment.

   a. The length of time shall be determined jointly, each year by the Board and Association.

3. Where a member of the Association attends the orientation as a presenter, they shall be compensated as per Article B.32.

4. New teachers attending the Orientation shall be compensated at a rate equal to the district per diem rate.

5. Part of each yearly Staff Orientation shall be made available to the Association to fulfill its obligations.

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

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	$ 42,151	$ 45,470	$ 47,434	$ 48,124
1	$ 44,196	$ 47,999	$ 50,131	$ 50,880
2	$ 46,241	$ 50,525	$ 52,827	$ 53,636
3	$ 48,286	$ 53,050	$ 55,524	$ 56,393
4	$ 50,330	$ 55,579	$ 58,221	$ 59,150
5	$ 52,373	$ 58,105	$ 60,918	$ 61,906
6	$ 54,419	$ 60,632	$ 63,615	$ 64,663
7	$ 56,462	$ 63,158	$ 66,312	$ 67,419
8	$ 58,507	$ 65,685	$ 69,008	$ 70,176
9	$ 60,551	$ 68,213	$ 71,705	$ 72,932
10	$ 61,062	$ 68,843	$ 72,378	$ 73,621

b. Effective July 1, 2007: 2.5% increase

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	$ 43,205	$ 46,607	$ 48,620	$ 49,327
1	$ 45,301	$ 49,199	$ 51,384	$ 52,152
2	$ 47,397	$ 51,788	$ 54,148	$ 54,977
3	$ 49,493	$ 54,376	$ 56,912	$ 57,803
4	$ 51,588	$ 56,968	$ 59,677	$ 60,628
5	$ 53,683	$ 59,558	$ 62,441	$ 63,454
6	$ 55,780	$ 62,148	$ 65,205	$ 66,280
7	$ 57,874	$ 64,737	$ 67,969	$ 69,105
8	$ 59,970	$ 67,327	$ 70,733	$ 71,930
9	$ 62,065	$ 69,918	$ 73,497	$ 74,755
10	$ 62,589	$ 70,564	$ 74,188	$ 75,461

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.

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	$ 44,285	$ 47,772	$ 49,835	$ 50,560
1	$ 46,433	$ 50,429	$ 52,669	$ 53,456
2	$ 48,582	$ 53,083	$ 55,502	$ 56,352
3	$ 50,730	$ 55,736	$ 58,335	$ 59,248
4	$ 52,877	$ 58,392	$ 61,169	$ 62,144
5	$ 55,025	$ 61,047	$ 64,002	$ 65,040
6	$ 57,174	$ 63,701	$ 66,836	$ 67,937
7	$ 59,321	$ 66,356	$ 69,669	$ 70,832
8	$ 61,469	$ 69,010	$ 72,502	$ 73,728
9	$ 63,616	$ 71,666	$ 75,335	$ 76,624
10	$ 66,078	$ 74,498	$ 78,324	$ 79,668

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

	Cat 4 Max	Cat 5 Max	Cat 5+ Max	Cat 6 Max
2.5% increase only:	$64,154	$72,328	$76,043	$77,348
3.0% per LOU 12:	3.0%	3.0%	3.0%	3.0%
Max at July 1, 2008:	$66,078	$74,498	$78,324	$79,668

d. Effective July 1, 2009: 2.5% increase

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	$ 45,392	$ 48,966	$ 51,081	$ 51,824
1	$ 47,594	$ 51,689	$ 53,985	$ 54,792
2	$ 49,796	$ 54,410	$ 56,889	$ 57,760
3	$ 51,998	$ 57,129	$ 59,793	$ 60,730
4	$ 54,199	$ 59,852	$ 62,698	$ 63,698
5	$ 56,400	$ 62,573	$ 65,602	$ 66,666
6	$ 58,604	$ 65,294	$ 68,506	$ 69,635
7	$ 60,804	$ 68,015	$ 71,410	$ 72,603
8	$ 63,006	$ 70,736	$ 74,314	$ 75,571
9	$ 65,207	$ 73,458	$ 77,218	$ 78,540
10	$ 67,730	$ 76,361	$ 80,282	$ 81,660

e. Effective July 1, 2010: 2.0% increase

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	$ 46,300	$ 49,946	$ 52,103	$ 52,860
1	$ 48,546	$ 52,723	$ 55,065	$ 55,888
2	$ 50,792	$ 55,498	$ 58,027	$ 58,916
3	$ 53,038	$ 58,272	$ 60,989	$ 61,944
4	$ 55,283	$ 61,049	$ 63,952	$ 64,972
5	$ 57,528	$ 63,824	$ 66,914	$ 67,999
6	$ 59,776	$ 66,600	$ 69,877	$ 71,028
7	$ 62,020	$ 69,375	$ 72,838	$ 74,055
8	$ 64,266	$ 72,150	$ 75,800	$ 77,083
9	$ 66,511	$ 74,927	$ 78,763	$ 80,110
10	$ 69,085	$ 77,888	$ 81,888	$ 83,293

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.

Article B.2: Teacher on Call Pay and Benefits

1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.

2. For the purposes of Employment Insurance, the employer shall report for a teacher on call, the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.

3. A teacher on call shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee he/she is replacing is entitled to claim.

4. Teachers on call shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.

5. Teachers on call shall be paid an additional compensation of $3 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than $1.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.

6. Rate of Pay:

   a. Employees who are employed as teachers on call shall be paid the rate specified below for each full day worked for the first three (3) days. Any provision in the Previous Collective Agreement which provides a superior daily rate shall remain part of the Collective Agreement.

      i. Effective July 1, 2006 $194.75

      ii. Effective July 1, 2007 $199.60

      iii. Effective July 1, 2008 $204.60

      iv. Effective July 1, 2009 $209.70

      v. Effective July 1, 2010 $213.90

   b. On the fourth consecutive and subsequent consecutive days worked in an assignment or assignments, a teacher on call shall be paid 1/189 of his/her category classification and experience or at Category 4 Step 0, which ever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day worked.

Local Provisions

7. Call Out

   a. The President of the Association and the Superintendent shall meet during the first 15 teaching days during the month of September to review the timetables of each school to determine the call out percent of pay for the morning, afternoon or any other time period.

   b. The payroll department and each Teacher-On-Call shall receive a summary of this agreement.

   c. When a Teacher-On-Call is called to work, he/she shall be entitled to a minimum of .4 of a full day's pay. A Teacher-On-Call employed for a longer period shall receive pro-rata adjustments. A Teacher-On-Call shall perform all duties designated by the teacher he/she is replacing, or as determined by the Principal or designate.

   d. When a Teacher-On-Call is required or requested to attend a non-instructional day, it shall be counted and paid for as a teaching day if the teacher is in the fifth or subsequent day of an assignment.

8. Interrupted Assignments

   a. For the purposes of salary or bonuses which depend on the length of assignment; if the Teacher-On-Call's assignment is interrupted by the return of a teacher who is subsequently absent for the same reason within two (2) working days, the Teacher-On-Call, if reassigned, shall proceed as if there had not been a break in the assignment.

   b. Where a Teacher-On-Call has worked more than four (4) consecutive days, their assignment shall not be deemed to have been interrupted by either non-instructional days or their absence, due to illness, of a duration of two (2) days or less.

9. Pay Periods

   a. The Board shall pay Teachers-On-Call on a monthly basis.

Article B.3: Salary Determination for Employees in Adult Education

Does not apply in School District No. 81 (Fort Nelson)

Article B.4: EI Rebate

1. The employer shall remit monthly to the BCTF Salary Indemnity Fund the proportionate share of the employment insurance premium reduction set out in the Previous Local Agreement. Where the proportionate share is not expressed in the Previous Local Agreement, the employer shall remit monthly to the BCTF Salary Indemnity Fund an amount consistent with the past practice of the local parties. The amount remitted on behalf of any employee shall not be less than 5/12 of said reduction.

2. The employer shall calculate each employee's share of the savings which have been remitted pursuant to Article B.4.1 above and include that amount as part of the employee's taxable income on the yearly T4 slip.

Article B.5: Registered Retirement Savings Plan

1. In this Article:

   a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;

   b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.

2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.

3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.

4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.

5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.

6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.

7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:

   a. between September 1 and September 30 or December 15 and January 15 in any school year;

   b. no later than sixty (60) days following the commencement of employment.

8. An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.

9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.

10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.

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

Article B.6: Salary Indemnity Plan Allowance

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

2. In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.

3. The BCTF agrees not to alter eligibility criteria under the Plan to include groups of employees not included as of July 1, 2006.

Article B.7: Reimbursement for Personal Property Loss

1. Private Vehicle Damage

   Where an employee's vehicle is damaged by a student at a worksite or an approved school function, or as a direct result of the employee being employed by the employer, the employer shall reimburse the employee the lesser of actual vehicle damage repair

costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of $600.

2. Personally Owned Professional Material

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

a. The loss or damage is not the result of negligence on the part of the employee claiming compensation;

b. The claim for loss or damage exceeds ten (10) dollars;

c. If applicable, a copy of the claim approval from his/her insurance carrier shall be provided to the employer;

d. The appropriate Principal or Vice-Principal reports that the loss was sustained while on assignment for the employer.

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

Article B.8: Optional Twelve-Month Pay Plan

PCA Article B.8.1 through B.8.10 is not applicable in SD. No. 81 (Fort Nelson).

Local Provisions:

11. The Board shall provide teachers, upon written request by September 15, with a twelve month pay program. This program consists of the Board withholding, in trust, funds to provide the equivalent of one (1) month's salary for each of July and August.

a. Pay during summer months will be on the last Friday of the month.

b. Teachers choosing this option will not receive the accumulated interest that such an option might generate.

Article B.9: Pay Periods

PCA Article B.9.1 through B.9.3 is not applicable in SD. No. 81 (Fort Nelson).

Local Provisions:

4. The daily adjustment rate shall be one over the number of prescribed school days in the school year times the annual salary including allowances.

5. Teachers shall be paid in 10 monthly installments. Except where mutually agreed upon, payday shall be the last working Friday in each month in which the school is in session.

    a. In June, the payday shall be the last working day of the month.

6. Teachers who normally do not receive an advance shall, on or before the first working Friday in September, receive an advance on salary of $500 from their September salary.

7. The Board shall, upon written application from a teacher, before September 15th of each school year, make a mid-month salary advance to a teacher.

    a. This advance shall be on the 15th of the month or the closest working day prior to the 15th of each month except for the month of September.

    b. The advance shall be any sum not exceeding fifty (50) percent of an individual teacher's net salary.

8. The Board shall provide a payroll deduction mechanism to allow teachers to designate, at the local financial institution of their choice, a distribution of their salary.

9. For teachers who request in writing, the Board shall make provision for a payroll cheque payable to the teacher on a monthly basis. The cost for this service to a teacher shall be the lessor of $20 monthly or actual cost incurred.

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

    [Refer to B.10.6 for set allowances between work sites.]

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.

[B.10.4 and B.10.5 do not apply in School District No. 81 (Fort Nelson)]

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

Local Provisions:

6. Where the Board requires a teacher to use their personal vehicle to carry out their regular duties (travel between two (2) or more work sites), the Board shall provide a monthly allowance according to the following scale:

# OF LOCATIONS	# OF DAYS PER WEEK 1	2	3	4	5
2	$16.50	$22.00	$27.50	$33.00	$38.50
3	$22.00	$33.00	$44.00	$55.00	$66.00
4	$27.50	$44.00	$60.50	$77.00	$93.50
5	$33.00	$55.00	$77.00	$99.00	$121.00
6	$38.50	$66.00	$93.50	$121.00	$148.50
7	$44.00	$77.00	$110.00	$143.00	$176.00

Article B.11: Benefits

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

Local Provisions:

2. General Application

   a. The Board shall provide each teacher with an application or enrollment form for participation in the medical, dental, extended health and group life insurance benefit plans.

   b. The Board shall provide each teacher with a description of those benefit plans in

which the teacher is enrolled.

c. Should the carrier be changed, the Association shall be given immediate, written notification.

3. Medical Services Plan

a. The Board Shall pay 80% of the premium cost of the B.C. Medical Services Plan premiums.

4. Group Life Insurance

a. The Board shall pay 100% of the premium cost of the BCSTA/BCTF Group Life Insurance Plan B. Such insurance shall be in the form of three (3) times annual salary without regard to age (except retirement age) or dependent status.

b. This plan shall be a condition of employment.

5. Extended Health Benefits

a. The Board shall pay 100% of the premium cost of an Extended Health Benefits Plan. Eyeglass coverage shall be included for all teachers and their dependents. Such coverage is to be limited to $150 per person for each two (2) year period. Dependent children's coverage shall be at $125 per year.

b. This plan shall be a condition of employment except where the employee has spousal coverage.

6. Salary Continuance

a. Teachers shall pay 100% of the premium cost of the B.C.T.F. Salary Indemnity Plan.

b. This plan shall be a condition of employment.

7. Dental Coverage

a. The Board shall pay 100% of the premium cost of a Dental Plan for each teacher employed by the Board which will include:

i. 100% of Plan "A" basic service

ii. 50% of Plan "B" prosthetic appliance, crown and bridge

iii. 50% of Plan "C" orthodontics, for minor dependents to a $1500 lifetime per minor dependent.

b. This plan shall be a condition of employment.

8. Payment of Benefits for Teachers on Leave

a. The Board shall contribute the premium payments for Articles B.11.3, B.11.4, B.11.5 and B.11.7 above:

i. while a teacher is on a medical leave of absence and is in receipt of Salary Indemnity Fund benefits and/or;

ii. for a period of one year when a person is on a medical leave of absence and is in receipt of benefits from a Salary Continuance Plan and/or;

iii. for a period of one year when a person is on a Deferred Salary Leave Plan, as described in this agreement.

Article B.12: Category 5+

1. Eligibility for Category 5+

a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;

i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.

ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.

iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.

b. Post undergraduate diplomas agreed to by the TQS; or

c. Other courses or training recognized by the TQS.

2. Criteria for Category 5+

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

3. Salary Rate Calculation

a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6.

b. Where the salary rate for Category 5+ as at March 31, 2006 exceeds seventy-four percent (74%) of the difference between Category 5 and Category 6 as at April 1, 2006, the salary rate for Category 5+ as at March 31, 2006 shall remain.

c. Where the salary rate calculated pursuant to B.12.3.a exceeds the salary rate calculated pursuant to Letter of Understanding No. 11, the salary rate calculated pursuant to B.12.3.a shall be implemented.

4. Application for Category 5+

a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to B.12.1 and B.12.2 and the assignment of employees to Category 5+.

b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to B.12.1 and B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

Transition Process

Note 1:

1. In school districts where Category 5+ existed on June 30, 2006:

a. This Article shall be effective September 1, 2007 at which time the criteria and processes in effect at June 30, 2007 shall no longer be applicable.

b. Notwithstanding the above and the provisions of this Article, all employees assigned to Category 5+ as at June 30, 2007 shall be deemed to possess the qualifications as per this Article.

2. In school districts where Category 5+ is being newly implemented:

a. This Article shall be effective retroactively to April 1, 2006. Employees shall have until June 30, 2008 to submit to the employer the TQS Category 5+ Card for payment of a retroactive salary adjustment.

Note 2:

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

Article B.26: Initial Placement

1. At the time of their appointment, the Board shall advise the teacher, in writing, of the documentation required to establish initial grid placement.

2. Each teacher shall submit all documentation required by the Board to establish salary placement.

3. Such documentation shall be submitted within three months of commencement of employment or change in categorization or certification.

    a. The Board shall advise the teacher, in writing, when any documentation has not been received and then pursue the matter further with the teacher.

    b. If such documentation is not submitted within three (3) months, the adjustment date shall be the first of the month following receipt by the Board.

    c. The President of the Association shall be immediately advised of any teacher who is delinquent in submitting such documentation.

4. 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 lines.

    a. The Board shall not refuse a request for extension of the time limits if the reasons are beyond the teacher's reasonable control.

5. Placement on the salary grid shall be determined in accordance with the category assigned by the Teacher Qualification Service and in accordance with the years of experience as determined in Article B.27 of this agreement.

6. The Board shall notify the teacher, in writing, of the initial category and experience placement that has been assigned.

7. In the event that a teacher wishes to appeal her/his placement on the salary scale, for category and/or experience, the teacher must apply, in writing, to the Superintendent for adjustment.

    a. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, the grievance procedure, as outlined in this agreement will apply.

Article B.27: Experience Recognition

1. All teaching experience in government inspected schools shall be recognized and credited for placement on the salary grid.

    a. Teaching service, as specified above, in Provincial/Federal Government schools or similar Provincial/Federal institutions shall be credited, where the service is deemed equivalent to that of employment in the public school system. Similarly, teaching service or appropriate educational administrative services as a member of the staff of the provincial Ministry of Education, shall be credited.

    b. Service as a member of a faculty of education recognized by the Ministry of Education for certification purposes, shall carry full credit.

    c. Full-time service to the local Association or the British Columbia Teachers' Federation shall carry full experience credit. Part-time service shall be credited as for part-time teaching.

2. Years of related experience as a journeyman may be recognized as years of teaching experience.

    a. Up to five years of such experience may be applied to a teacher who is teaching technical or vocational courses more than half time.

    b. Such recognition shall be at a rate of one year's teaching experience for each two years of journeyman's experience.

3. Definition of Experience

    a. One year experience equals ten (10) months of full-time employment or its equivalent except as indicated in Article i. below.

        i. Maternity leave, without pay, of four months duration or less, during a school year shall carry full experience credit.

    b. Substitute teaching, while in the possession of a teaching certificate, shall accumulate experience credit, with twenty (20) days of substitute teaching equaling one month of experience.

4. The increment date shall be as of September 1, November 1, January 1, or April 1.

5. Teachers on staff as of June 30, 1992, shall be responsible to claim prior experience on or before September 15, 1992. Proof of requests for verifications must be received by the District by October 30, 1992.

a. Experience not claimed, or when verification has not been requested within the above timelines, shall not be considered for salary purposes.

6. Teachers joining the District subsequent to July 1, 1992 shall be responsible to claim prior experience within thirty (30) days of commencement of employment. Proof of requests for verification must be received by the District within sixty (60) days.

   a. Experience not claimed, or when verification has not been requested within the above timelines, shall not be considered for salary purposes during that year.

7. The Board will confirm with each teacher, annually in September or at the end of their first month of employment, a statement of category and experience levels.

Article B.28: Payment Above Entitlement on Grid

1. The salary grid is a basic grid and by agreement with the Association, a salary higher than that provided in the agreement may be paid in exceptional circumstances.

Article B.29: Letters of Permission

1. The Board shall notify the Association in writing when no suitable certificated candidate is available for a teaching position and a letter of permission may be necessary.

   a. Upon request, the Board shall provide the Association with all relevant information related to a potential request for a letter of permission.

   b. No district teaching vacancy shall be filled with a request for a Letter of Permission during the month of July. Any such vacancy shall be re-advertised during this time.

2. Persons holding Letters of Permission (LOP) whose years of preparation can be equated to years of university training shall be paid as if in the category one below that which would apply if their total years of training had included one year of teacher preparation.

3. Persons holding Letters of Permission (LOP) whose years of preparation cannot be equated to years of university training shall be paid as if in a salary category which will provide a salary appropriate to their teaching function. Such entitlement shall be agreed upon by the Board and the Association.

   a. Placement shall not exceed Category 4 of this agreement.

Article B.30: Part-Time Teachers' Pay, Benefits and Expectations

1. Part-time assignments are, from time to time, created to serve the needs of the District and to satisfy requests made by teachers.

    a. All part-time assignments carry the expectation of the same attendance at staff meetings, in-service sessions and professional development days as do full-time assignments.

2. Part-time teachers shall be paid that portion of their regular grid placement that relates to the portion of the instructional week worked.

3. Part-time teachers shall be eligible to participate in all benefit plans on a pro rata basis.

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

5. In recognition of the expectations as outlined in 1.a. above, all part-time teacher's full-time equivalent (F.T.E.) status shall be calculated as: the number of minutes of instruction, divided by 1335 plus .01.

Article B.31: Pro-Rata Benefits

1. For purposes of this agreement, all leave entitlements, personal professional development allocations and classroom supply allowances are based on a teacher being employed for a complete school year.

2. All benefits shall be allocated on a pro-rata basis where a teacher renders service for a portion of a school year.

Article B.32: Extra Assignment Allowance

1. A teacher employed by the Board to give instruction in summer school, night school or adult education credit courses, or adult education courses leading to academic equivalency, or academic upgrading courses, or to participate in Board approved activities beyond the school year, shall be paid 1/950 of their category and experience placement for each hour of instruction, with a minimum of 2 hours per day or one/the prescribed number of days in the school year of her/his annual salary entitlement for each full day worked.

    a. It is understood that this allowance includes any preparatory work required to offer instruction.

Article B.33: Travel Benefit

1. An amount equivalent to two (2) return airfares to Edmonton, Alberta for each family member is paid to each teacher as part of base salary as shown in Article B.1: Salary.

Article B.34: Long Service Bonus

1. The following long service bonus will be paid on completion of the indicated years of aggregate teaching service in the district.

	3 Years	6 Years	10 Years
a. Effective July 1, 2006	$ 513	$ 769	$ 1,025
b. Effective July 1, 2007	$ 526	$ 788	$ 1,051
c. Effective July 1, 2008	$ 539	$ 808	$ 1,077
d. Effective July 1, 2009	$ 552	$ 828	$ 1,104
e. Effective July 1, 2010	$ 563	$ 845	$ 1,126

2. For the purpose of this article, teaching service means ten months of aggregate service with the Board.

3. Payment of the long service bonus will be made upon return to the district subsequent to the year of qualifying service. For part-time teachers, who complete their service mid-year, the long service bonus shall be paid on the month following completion of the necessary service. For teachers who complete their service prior to December 31, they shall be paid their long service bonus upon their return to school in January.

Article B.35: Positions of Special Responsibility

1. The Board, in consultation with the Association, will develop job descriptions for all positions of Special Responsibility.

   a. Such positions shall include any Lead Teachers, Helping Teachers, Head Teachers, Department Heads and/or any other positions agreed to by the two parties.

2. The Board shall negotiate with the Association any compensation or release time package.

3. Existing positions of Special Responsibility shall not be eliminated or changed without prior consultation with the Association.

Article B.36: Isolation Allowance (Toad River)

1. The Board shall pay an annual isolation allowance of $3000 to teachers assigned to the Toad River School.

a. Effective July 1, 2006	$	3,075
b. Effective July 1, 2007	$	3,152
c. Effective July 1, 2008	$	3,231
d. Effective July 1, 2009	$	3,312
e. Effective July 1, 2010	$	3,378

2. The allowance shall be payable in equal installments in accordance with established pay procedures.

Article B.37: Relocation Allowance

1. Teachers moving to the District, to start regular employment, shall be reimbursed for moving their household and professional goods.

   a. The Board shall, over a three year period, pay the actual costs incurred, of the first move, up to a maximum of $2100. Moves costing $500.00 or less shall be paid outright in the first year.

i. Effective July 1, 2006	$	2,153
ii. Effective July 1, 2007	$	2,207
iii. Effective July 1, 2008	$	2,261
iv. Effective July 1, 2009	$	2,319
v. Effective July 1, 2010	$	2,365

   b. Each school year the teacher returns to serve in the District, a one-third payment shall be made in September or within fifteen days of receipts being presented.

Article B.38: First Aid Allowance

1. An allowance of $200 per annum shall be paid to a teacher chosen to act as a First Aid Attendant for the school staff. A teacher so chosen must hold a valid Industrial First Aid Certificate.

   a. The Board shall reimburse the applicable course fees of the renewal of the certificate, subject to the successful completion of the course.

   b. 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.

c.

i. Effective July 1, 2006	$	205
ii. Effective July 1, 2007	$	210
iii. Effective July 1, 2008	$	215
iv. Effective July 1, 2009	$	220
v. Effective July 1, 2010	$	224

Article B.39: Board Directed Activities

1. When a teacher is directed by the Board to take a class, course, seminar or other activity as a result of a change in assignment or government regulations, the costs of the activity, including travel, accommodations, per diem, course registration and materials shall be paid for by the Board.

Article B.40: Course Bonuses

1. Credit Courses

   a. A teacher completing a University credit course shall be paid a bonus at a rate of $63.00 per equivalent U.B.C. credit to a maximum of twelve (12) units of credit in any one school year upon the prior approval of the Superintendent.

      i. A full-year U.B.C. course lasts from September to April at three hours per week and equals six credits.

2. Non-credit Courses

   a. A teacher shall be paid a bonus of up to a maximum of $240 a year for non-credit courses approved in advance by the Superintendent.

      i. This bonus applies to courses undertaken after the actual start of employment with the District and is only available for course work in July and August.

Article B.41: Classroom Supplies Allowance

1. The Board recognizes that teachers incur expenses to support a variety of activities in their classrooms.

2. In order to compensate teachers, the Board shall provide each full-time teacher an

annual allowance of $275.00. This allowance shall be paid on a pro-rata basis for part-time teachers and teachers who do not work a complete school year (late starts and mid-year resignations or leaves).

3. Payment shall be made within three (3) days of commencement of service.

Article B.42: Teacher-On-Call/Substitute Cost Calculation

1. For the purpose of this agreement, the teacher incurred cost for “Leaves with Payment of Teacher-On-Call/Substitute Cost” shall be the cost of a Certificated Teacher-On-Call.

Article B.43: Part Month Payment and Deductions

1. A teacher shall be paid 1/10 of current annual salary for each month in which the teacher works all the prescribed school days that month.

    a. 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.

2. Where a teacher commences work on a day other than the first prescribed school day in a month, or terminates on a day other than the last prescribed school day in a month, the payment for that month shall be on the basis of grid placement multiplied by one over the prescribed school days for each day taught.

Article B.44: No Cuts in Salary

1. No teacher shall suffer a reduction in basic salary or benefits as a result of the implementation of this agreement.

SECTION C EMPLOYMENT RIGHTS

Article C. 1: Resignation

1. An employee may resign from the employ of the employer on thirty (30) days' prior written notice to the employer or such shorter period as mutually agreed. Such agreement shall not be unreasonably denied.

2. The employer shall provide the local with a copy of any notice of resignation when it is received

Article C. 2: Seniority

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.

2. Porting Seniority

   a. Effective September 1, 2006 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to ten (10) years of seniority accumulated in other school districts in BC.

   b. Seniority Verification Process

      i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.

      ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.

      iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.

3. Teacher-on-Call

   a. Effective April 1, 2006, a teacher on call shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.b.

   b. For the purpose of calculating seniority credit:

i. Service as a teacher on call shall be credited one (1) day for each day worked and one-half (1/2) day for each half-day worked;

ii. Nineteen (19) days worked shall be equivalent to one (1) month;

iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.

c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with paragraph 1.

4. Effective July 1, 2006, an employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.

5. No employee shall accumulate more than one (1) year of seniority credit in any school year.

6. Any provision in the Previous Collective Agreement which provides a superior accumulation and/or application of seniority than that which is provided pursuant to this article, shall remain part of the Collective Agreement

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

Local Provisions

7. Principle of Security

a. The Board and the Association 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 Article, seniority means employee's aggregate length of service in the employment of the Board, inclusive of service under temporary or term appointment and part-time teaching. For the purposes of calculating length of service, part-time teaching shall be credited fully as if it were full-time service.

b. In addition to the provisions of C.2.8.a, the seniority of an employee on a continuing contract shall include:

i. seniority accumulated pursuant to Article C.2.3; and

ii. Seniority ported in accordance with Article C.2.2 provided that in no case, shall an employee be credited with more than 1 year of seniority for any calendar year.

c. When the seniority of two or more employees is equal, pursuant to C.2.8.a and C.2.8.b above, the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.

d. When the seniority of two or more employees is equal, pursuant to C.2.8.c above, the employee with the greatest number of days of substitute teaching with the Board, prior to appointment, shall be deemed to have the greatest seniority.

e. When the seniority of two or more employees is equal, pursuant to C.2.8.d above, 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.

f. When the seniority of two or more employees is equal, pursuant to C.2.8.e above, the employee with the earliest written offer of employment with the Board shall be deemed to have the greatest seniority.

g. For the purpose of this Article, leaves of absence without pay in excess of one month shall not count toward aggregate length of service with the Board except leave for duties with the Association or the British Columbia Teachers' Federation.

Article C.3: Layoff, Recall and Severance Pay

1. Definition of Qualifications

a. In this agreement, necessary qualifications in respect of a teaching position means a reasonable expectation, based on the certification, training, education, capability or experience of a teacher that the teacher will be able to perform the duties of the position in a satisfactory manner following a reasonable period of familiarization.

2. Security of Employment Based on Seniority and Qualifications

a. When, for educational or budgetary reasons, the Board determines that it is necessary to reduce the total number of teachers employed by the Board, the teachers to be retained on the teaching staff of the District shall be those who have the greatest seniority provided that they possess the necessary qualifications for the positions available.

b. The Board shall give each teacher it intends to terminate, pursuant to this Article, thirty (30) calendar day's notice in writing, if such notice is to be effective at the end of a school term, containing 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.

i. The Board shall concurrently forward a copy of such notice to the Association.

ii. When the effective date of the termination does not coincide with the end of the school term, sixty (60) calendar days notice, in writing, shall be given.

3. Teacher's Rights of Re-engagement

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 re-engagement to the teacher who has the most seniority among those terminated pursuant to this article, provided that the teacher possesses the necessary qualifications for the available position.

i. If that teacher declines the offer, the position shall be offered to the teacher with the next greater seniority and the necessary qualifications, and the process shall be repeated until the position is filled.

ii. All positions shall be filled in this manner while there are remaining teachers who have been terminated pursuant to this article.

b. A teacher who is offered re-engagement, pursuant to C.3.3.a above shall inform the Board whether or not the offer is accepted, within 96 hours of the receipt of such offer.

c. The Board shall allow ten (10) days from the acceptance of an offer for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, a longer period should be allowed.

d. A teacher's right to re-engagement under this Article is lost:

i. if the teacher refuses to accept two positions for which he/she possesses the necessary qualifications; or

ii. twenty-seven months elapse from the date of termination under this Article and the teacher has not been re-engaged; or

iii. the teacher elects to receive severance pay under this Article.

e. C.3.3.d above does not apply if, at the time of such offers, the teacher would be entitled to maternity leave, or is attending university.

f. The Board shall maintain a re-engagement list. Copies of this list will be sent to

each person on that list and the Association at least once during the fall term and once during the spring term each year, at the teacher's last known address.

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

h. A teacher who retains rights of re-engagement, pursuant to this Article, shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this agreement subject to the approval of the carrier(s) and provided that the teacher is not otherwise employed.

i. Payment of the full cost of such benefits will be made by the teacher.

4. Severance Pay

a. A teacher on continuing appointment who has one or more years of continuous employment and who is terminated, save and except a teacher who is terminated or dismissed pursuant to the School Act or Articles C.16 or C.17 of this agreement, may elect to receive severance pay during the thirty (30) days following termination. [cross reference C.3.3.d]

b. Severance pay shall be calculated at the rate of 5% of one year's salary for each year of service in the District to a maximum of one year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of the teacher's termination. The balance of any unpaid moving expenses, as outlined in this agreement, shall be paid.

c. A teacher who receives severance pay, pursuant to this Article, and who is subsequently re-hired by the Board, shall retain any payment made under the terms of this section and in such case, for purposes only of Article C.2.8 , the calculation of years' service shall commence with the date of such re-hiring.

5. Disputes

a. Any question regarding the application of this Article shall be subject to the grievance procedure.

Article C.12: Contract Status

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

a. term appointments made in accordance and subject to the provisions of this agreement;

i. A term appointment shall only be made to teachers replacing a teacher on leave or to teachers who commence employment after the start of the school year where such appointments are less than ten (10) months in duration.

ii. A term appointment may be extended with the approval of the Association.

iii. Where a known vacancy will occur for more than twenty-three (23) school days in one assignment, it shall be posted and filled as a Term Appointment.

iv. The Board agrees to provide to the Association, not later than October 1 of any school year, a list of teachers on term appointments for the school year, and a list of positions the Board considers temporarily existing or temporarily vacant for the school year.

b. probationary appointments subject to the provisions of this agreement; and

c. Teachers-On-Call, subject to the provisions of this agreement.

Article C.13: Part-Time Appointments

1. A teacher with a continuing full-time appointment to the teaching staff of the District may, without prejudice to that appointment, request a part-time assignment, specifying the fraction of time requested, and the length of time for which the part-time assignment is requested.

   a. The Board shall consider each request and respond in writing to the teacher.

2. When the request is granted by the Board, 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.

Article C.14: Probationary Appointments

1. Probationary appointments may only be made to teachers in their first year of employment with the District.

   a. Notwithstanding the above, teachers who move from a Term Appointment to a Continuing Appointment may be placed on probation within four (4) months of the commencement of continuing employment.

   b. The Board shall not place a teacher on probation save and except for just and

reasonable cause.

c. In the event that the Board places a teacher on a probationary appointment, it shall provide written reasons to the teacher and notify the Association in writing.

2. No recommendation to place a teacher on a probationary appointment for reasons of classroom performance shall be made:

a. without a minimum of three (3) formal observations by an Administrative Officer; and

i. Each observation shall have been documented in a written Observation Report and discussed with the teacher during a post conference.

ii. Any weaknesses in performance shall have been appropriately documented in the Observation Report.

iii. Recommendations for improvement shall have been outlined in written form on the Observation Report and discussed in post conferences.

iv. Where the recommendations for improvement have included supervisory support this support shall have been documented in writing.

b. without the approval of the Superintendent of Schools.

3. Where a teacher is placed on a probationary appointment, a written plan of assistance, which specifies recommendations and timelines for improvement, shall be developed by an Officer of the Board in consultation with the Association.

a. This plan of assistance shall be discussed with the teacher and the teacher shall be given the opportunity for her/his input.

4. The Board may terminate a probationary appointment by giving thirty (30) days notice in writing. Such notice shall not be given during the first thirty (30) days of the probationary appointment.

a. No probationary appointment shall be terminated, for reasons of performance, without an Evaluation Report issued in accordance with this agreement. This Report shall be completed by an Administrator other than the individual involved in Article C.14.2.a.

i. An Evaluation Report shall not be issued prior to the expiry of the timeline within the plan of assistance.

ii. The teacher shall have the opportunity to discuss the report with the Superintendent. The teacher may be accompanied at such a meeting by a member of the Association.

5. A probationary appointment shall be effective until:

   a. June 30th of the school year in which the probationary appointment is made; or

   b. the Board rescinds the probationary appointment; or

   c. it is terminated pursuant to C.14.4 above.

Article C.15: Contract Priority

1. When issuing new continuing contracts, the Board shall ensure teachers receive the following priority:

   a. teachers entitled to be re-engaged on continuing contract from the recall list under Article C.3 Layoff, Recall and Severance Pay;

   b. teachers on continuing, part-time contract, whose request to increase their percentage appointment has been granted by the Board, commencing with the teacher with the greatest seniority.

2. When making new term appointments, the Board shall ensure teachers receive the following priority:

   a. teachers employed by the Board on term appointment entitled to recall under Article C.3 Layoff, Recall and Severance Pay, commencing with the teacher having the greatest seniority.

Article C. 16: Dismissal of Teachers

1. For purposes of this Article, teachers holding a term or a probationary appointment are excluded from the process described herein.

2. The Board shall not dismiss a teacher on continuing contract except where the Board has received three (3) evaluation reports, within a two (2) year period, stating that the performance of the teacher is less than satisfactory.

   a. The Association shall be notified, in writing, within three (3) school days, of every less than satisfactory report.

3. The evaluation reports shall be prepared pursuant to the School Act and in accordance with the process established in this agreement, and in accordance with the following conditions:

a. the reports shall have been issued in a period of not less than five (5) or more than twenty-four (24) months;

b. at least one of the reports shall be a report of the Superintendent of Schools;

c. the other two reports shall be the reports of:

i. a district based Administrator; or

ii. a school based Administrative Officer.

d. the reports shall be written by three different evaluators; and

i. The report writers shall not collaborate with regard to the content or the results of the report.

ii. The report writers shall not discuss with each other any reports made on the teacher's performance.

e. a plan of assistance shall be developed after the first less than satisfactory report.

i. No new evaluation may be started while a Plan of Assistance is underway.

4. Where the Board intends to dismiss a teacher on grounds of a less than satisfactory performance, it shall notify the teacher and the President of the Association of such intention and provide an opportunity for the teacher and her/his representative to meet with the Superintendent and the Board within seven (7) days of such notice.

a. Where, subsequent to such a meeting, the Board decides to dismiss a teacher, it shall issue a notice, to be effective no less than thirty days from the date of the Board's decision and the notice shall include grounds for such action.

Article C. 17: Dismissal and Discipline for Misconduct

1. The Board shall not discipline or dismiss any person bound by this agreement save and except for just and reasonable cause.

2. Prior to the Board charging an employee with misconduct, the employee shall be advised in writing of that fact.

a. The teacher shall be advised of the right to be accompanied by a representative of the Association at any meeting in connection with such a charge.

3. Where the Board considers that just and reasonable cause to suspend or dismiss a teacher for misconduct exists, the Board shall proceed as follows.

   a. When a teacher is suspended, the President of the Association shall be immediately informed, in writing.

   b. The Board shall provide the teacher with a written statement of the grounds on which the teacher is suspended or dismissed and a copy of all documents that will be considered by the Board seventy-two (72) hours prior to the meeting referred to in C.17.3.c.

      i. The teacher shall have the right to file a written reply to the allegations prior to the meeting.

   c. The Board shall, within no less than seventy-two (72) hours, convene a meeting of the Board which shall be held not later than seven (7) days after the day on which the suspension of the teacher takes effect.

      i. The teacher shall be entitled to be accompanied by a member of the Association and by an advocate appointed by the Association or the Federation.

      ii. All material presented at such a meeting shall be in writing.

      iii. The teacher and/or their advocate has the right to address all material and present documentation, in addition to presenting a summary statement.

   d. The decision of the Board shall be communicated in writing and shall contain a statement of the grounds for the decision.

4. If the suspension in Article C.17.3 above was without salary and the Board concludes that insufficient just and reasonable cause existed for Board suspension, the Board shall reinstate the teacher without loss of salary.

5. Where a teacher is suspended or dismissed, information in respect of the suspension or dismissal shall only be released to the public or the media by joint release by officials of the Board and Association.

6. The Association shall have the option of referring a grievance regarding the dismissal of a teacher directly to arbitration provided for in Article A.6.

   a. At an arbitration in respect of the discipline or dismissal of an employee, no material from the employee's file may be presented unless the material was brought to the employee's attention forty-eight (48) hours prior to the first Arbitration Meeting.

Article C.18: Copyright Infringement or Violation

1. Every teacher shall have the right to refuse to do work or offer instruction that would cause the teacher to be in violation of the Copyright Laws of Canada. This shall apply to the use of photocopiers, videotape machines, audiotape machines, and/or computers.

SECTION D WORKING CONDITIONS

Article D.1: Intentionally Left Blank

Article D.2: Intentionally Left Blank

Article D.3: Alternate School Calendar

1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02.*

2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.

3. The process outlined below in Article D.3.4 thru Article D.3.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.

4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.3.6 below for final and binding resolution.

5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.

6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.

7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:

    i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;

ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;

iii. Within a further five (5) working days, the parties shall exchange initial written submissions;

iv. The hearing shall commence within a further ten (10) working days; and

v. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.

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

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

Article D.4: Preparation Time

PCA Article D.4.1 through D.4.3 is not applicable in SD. No. 81 (Fort Nelson).

Local Provisions

D.4.4 Instructional Time Assignment

a. The instructional time assignment of a full-time teacher shall not exceed 1335 minutes per week averaged over a yearly basis. The instructional assignment of a part-time teacher shall be the pro-rated portion of the 1335 minutes per week in relation to the percentage of the teacher's appointment.

i. In this article, assigned instructional time is time in which the teacher is assigned to teach courses and lessons or supervise other curricular activities, but does not include any required supervision of the morning recess period.

b. Any teacher who is requested by the Board to work beyond the prescribed school year shall be paid the daily rate for each full day worked or any portion thereof, on a pro rata basis.

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.12: Dispensation of Medicines/Administration of Medical Treatment

1. Teachers will not dispense medicines or administer medical treatment on a regular or predictable basis unless agreed upon as part of the school-based team and then only after having been given the appropriate training to do so. Teachers have the right to consult with the Association before agreeing to do so.

   In an emergency situation, an employee of the Board is expected to act as a responsible parent in the administration of medication in any form to a child.

Article D.13: Supervision

1. Teachers shall not be required to supervise more than thirty (30) minutes per week averaged over the school year.

Article D.14: 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. The Board agrees that all teachers sponsoring extra-curricular activities do so on a voluntary basis.

3. While voluntarily involved in Board approved 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.

Article D.15: Staff Meetings

1. The Board and Administration recognize that collaborative school based relationships promote the highest degree of professional responsibility, involvement and commitment. To that end staff meetings provide an opportunity for successful collaboration to take place.

2. Of critical importance to the collaborative process in schools are issues relating to school: philosophy, organization, discipline, budget, resource acquisition, educational change, staff development, etc.

   a. In order to provide opportunity for discussion on substantive items, "administrivia" should be confined to staff memos, bulletins, etc. Teachers may indicate agenda items that can be better dealt with by memo or bulletin at the outset of the

meeting, and those present may elect to delete these items.

3. All staff members of a school have a right to place items on an agenda for discussion. Agenda items should be submitted at least forty-eight (48) hours prior to the meeting to be included on the published agenda that will be posted twenty-four (24) hours prior to the meeting.

4. Staff meeting times shall be determined at the beginning of each school year by school staffs, communicated to the Board and Association in writing, and subject to joint review by the Board and Association.

   a. At the beginning of each school year, each school staff shall determine who will take minutes, the start time, the length and frequency of meetings. Further, a staff shall determine a clear process for determining whether a meeting is to be extended or for extending meetings beyond the agreed upon time.

   b. To facilitate other Board and Association meetings, every effort shall be made to determine a common day for regular staff meetings.

   c. Regular staff meetings shall not occur on weekends, holidays, or vacation periods as outlined in the school calendar.

5. Written minutes of staff meetings shall be kept and circulated to all staff members.

   a. Staff meeting minutes shall be subject to ratification at the next staff meeting.

Article D.16: Health and Safety Committee

1. A District Health and Safety Committee shall be established by the Board. The committee shall have no fewer than two teachers, chosen by the Association, as members.

Article D.17: Parent/Teacher Conference Days

1. The Board shall provide two half non-instructional days each year for parent/teacher conferences.

   a. The Board shall provide additional time, on a pro rata basis, to any primary teacher with student contacts exceeding twenty-four (24).

2. Each school staff shall be consulted by the Principal or designate regarding the scheduling of these days.

3. Parent/teacher conference days shall be considered as instructional days for salary

purposes.

Article D.18: Curriculum Implementation

1. When new curriculum is being introduced to the District, it shall be the responsibility of the Board and the Association to strike a joint committee that shall make recommendations to the Board and the Association.

Article D.19: Elementary School Accreditation

1. Prior to undertaking a school accreditation, an elementary School Staff Committee may clarify the purposes and objectives of the accreditation with the Superintendent.

2. The School Staff Committee may provide a recommendation to the Superintendent that an Elementary School Self Accreditation be initiated or delayed.

Article D.20: Relationship with Support Staff

1. The Board and Association wish to ensure that BCGEU staff are supported in their work at the school. To this end, Education Assistants, Personal Attendants and Library Technicians shall not be responsible for the provision of education programs, and shall not perform instructional or evaluative duties, except under the supervision and guidance of a certificated staff member.

2. Teachers will not be required to formally evaluate or discipline support staff.

Article D.21: Teacher-In-Charge

1. In the event that all Administrative Officers assigned to the school are absent for a half-day or more, a teacher may be designated to assume the duties specified in this article.

    a. Each Principal or designate shall establish an annual process to solicit interest from teachers who wish to be considered for Teacher-in-Charge.

    b. This process shall include identifying the teachers who are selected as potential candidates.

2. The Teacher-in-Charge shall strive to assure that the safety of students and security of the school are maintained and shall deal with emergency matters as may arise, with required assistance from District Office Staff.

3. When designated as Teacher-in-Charge, the teacher shall be provided with release time from regular classroom duties.

Article D.22: Home Schooling

1. A Home-schooled student is a child who is:

   a. educated at home by a parent/guardian who has registered the child in a school of the parent's choice over which the Board has jurisdiction; and

   b. provided access to a school's education services in accordance with Ministry of Education Regulations.

2. A teacher assigned responsibility, by the Board, for any educational services to home-schooled students shall be given adequate time to provide such services within their weekly instructional assignment.

Article D.23: School Calendar

1. The Board will consult with the Association annually, usually by March 31, to define a calendar for the subsequent year.

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. <u>Step 1</u>

i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express his/her feelings about the situation.

ii. Before proceeding to Step 2, the complainant may approach his/her administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving

the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to E.2.5 Informal Resolution Outcomes

b. Step 2

i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.

ii. The complaint should include specific behaviours which form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.

iii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.

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

c. Step 3

i. The employer shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.

ii. The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

4. Remedies

a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:

i. reinstatement of sick leave used as a result of the harassment;

ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;

iii. redress of any career advancement or success denied due to the negative effects of the harassment;

iv. recovery of other losses and/or remedies which are directly related to the harassment.

b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.

c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.

d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.

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

5. Informal Resolution Outcomes

a. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:

i. All discussions shall be solely an attempt to mediate the complaint;

ii. Any and all discussions shall be completely off the record and will not form part of any record;

iii. Only the complainant, respondent, and administrative officer shall be present at such meetings

iv. No discipline of any kind would be imposed on the respondent; and

v. The BCTF and its locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at meetings pursuant to E.2.5.a.

b. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of E.2.5.a, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.

c. In the circumstances where a respondent has acknowledged responsibility

pursuant to E.2.5.a, the employer may advise a respondent of the expectations of behaviour pursuant to Article E.2 in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

6. Training

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

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

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

i. the definitions of harassment and sexual harassment as outlined in this Agreement;

ii. understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;

iii. developing an awareness of behaviour that is illegal and/or inappropriate;

iv. outlining strategies to prevent harassment and sexual harassment;

v. a review of the resolution of harassment and sexual harassment as outlined in this Agreement;

vi. understanding malicious complaints and the consequences of such;

vii. outlining any Board policy for dealing with harassment and sexual harassment;

viii. outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

Article E.13: No Discrimination

1. There will be no discrimination against any member of the bargaining unit on the basis of race, color, creed, age, sexual orientation, physical handicap, gender, religious or political affiliation, national origin, marital status, whether he/she has children, or because he/she is participating in the activities of the Association or involved in any procedures to interpret or enforce the provisions of the collective agreement.

2. The Board does not condone and will not tolerate any expression of racism.

   a. Any written allegation of racism, expressed in writing, or by or about a teacher will be investigated by the Superintendent and the results reported to the Board.

Article E.14: Posting and Appointment Procedures

1. The Association recognizes that when vacancies occur during the school year it may be difficult to staff them from within the District without undue disruption to the instructional program. Such a vacancy may be staffed with a candidate from outside the District, at the discretion of the Superintendent.

   a. If a teacher(s) on staff responds in writing to a mid-year posting, the Superintendent shall advise the teacher(s) that her/his request is possible mid-year, will be re-considered for the following September, or that their request has been denied and provide a reason.

2. For purposes of this article, a vacant position is defined as: a teaching position remaining unstaffed for the upcoming school year subsequent to any school based reorganization and/or timetabling. Positions of Special Responsibility, Learning Assistance, Counsellor and Librarian positions become district-wide vacancies immediately on their creation or resignation or reassignment of the incumbent.

   a. Once a vacancy is determined, it shall be posted in all schools within the District.

      i. All vacancies occurring during the school year must be posted in staff rooms for a minimum of three (3) teaching days.

   b. It shall be the responsibility of the teacher to respond to the posting of a vacancy within the timeline outlined.

3. In staffing vacancies, the Board shall:

   a. ensure that teachers returning from leave of absence are given an assignment reasonably comparable, under the circumstances, to the one they vacated;

   b. re-engage teachers with the appropriate qualifications from the recall lists; and

   c. attempt to satisfy the transfer requests of teachers.

Article E.15: Board Initiated Transfers

1. Transfers shall not be used by the Board as a means of discipline and shall not be based on an administrative officer's preference or made for arbitrary reasons.

2. No teacher shall be transferred from her/his community of residence without agreement of the teacher, unless no vacant position remains in the teacher's community of residence for which he/she possesses the necessary qualifications and the teacher has the least seniority of teachers holding positions for which he/she is qualified.

    a. For transfer involving change of community of residence, the Board shall pay reasonable moving and relocation expenses to the teacher.

    b. By April 30th of each year, notice shall be given by the Board to the Association of its intent to transfer a teacher to another community.

3. A Board official intending to recommend transfer of a teacher, shall meet with the teacher 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.

    a. The teacher shall be accompanied by a member of the Association.

    b. The teacher shall have the opportunity to consider the matter and reply, in writing, before the recommendation is placed before the Board.

    c. A teacher may refuse such a transfer, and elect to be placed on the recall list under the Seniority Article.

4. The Board may transfer a teacher to an assignment involving a significantly different grade level or significantly different subject areas, 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 her/his existing grade level or subject area; and

    c. the Board provides adequate teacher support commensurate with the degree of change of assignment.

5. A teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for three school years.

6. Notice of transfer shall be made not later than June 5th in a school year for the next school year, save when it is necessitated by circumstances not reasonably known to the

Board at that time.

7. 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.16: Teacher Initiated Transfer

1. Teachers may apply for transfer to any vacant position posted at the time it is posted, and may apply for transfer generally by request, in writing, to the Superintendent by March 31.

    a. Teachers wishing consideration for vacant positions which arise as a result of resignations during the summer shall so indicate, leaving a contact phone number, and shall be considered.

2. If the request for transfer is not granted the teacher shall be notified, in writing, as soon as possible and he/she shall be given reasons why the transfer was not effected.

    a. Some reasons may include: seniority, experience and qualifications.

3. A teacher who is not granted their request for a transfer may, within seven days of notification, request a meeting with the Superintendent to discuss the reasons given.

    a. The teacher may be accompanied at such a meeting by a member of the Association.

Article E.17: Assignments

1. A staff meeting shall be held prior to June 9, for the purpose of discussing the proposed timetable and staff assignments for the next school year.

2. A teacher who feels that her/his assignment is not consistent with his/her qualifications, training, or experience shall have the opportunity to meet with the Superintendent within five (5) days of confirmation of the assignment.

    a. The teacher may be accompanied by a member of the Association.

    b. A teacher's assignment is subject to the grievance procedure on the basis that it is not consistent with her/his qualifications, training and experience.

3. Assignments which are changed after July 1st of any given year require written notification to the teacher/s involved and the Association.

Article E.18: Evaluation of Teaching

1. All evaluation reports on teachers, including Teachers-On-Call, shall be in writing.

2. Each written evaluation report shall be drafted on the basis of a reasonable number of observations, but not less than three, which reflect the teacher's assignment.

    a. Wherever possible, periods chosen for observation should not occur during the week prior to Christmas break.

    b. Teachers shall be notified, in advance, of the first observation period.

3. Involvement or non-involvement of a teacher in extra-curricular activities is outside the scope of an evaluation report.

4. A teacher may request, in writing, that the Superintendent assign an alternate evaluator to conduct the evaluation.

    a. The Superintendent shall respond to the teacher's request.

5. The teacher shall be given a draft copy of a final report at least 48 hours prior to preparation of the final copy. He/she shall have the opportunity of meeting with the evaluator in the company of a third person to propose changes to the draft. The evaluator shall make every effort to discuss the draft report with the teacher prior to filing the final report.

    a. The final report shall reflect any discrepancy between the teacher's assignment and her/his professional training.

    b. The final report shall also describe the experience of the teacher in her/his assignment.

6. The teacher shall be given a copy of the final report at the time of filing.

    a. 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.

7. Any dispute with respect to the application of procedures contained in this Article, shall be subject to the grievance procedures.

    a. The process of an evaluation report is considered to be grievable.

Article E.19: Plans of Assistance

1. A Plan of Assistance shall be developed, in writing, after the first less than satisfactory report. It shall include specific timelines.

2. The Plan of Assistance shall be based on the areas of concern outlined in the less than satisfactory report and the individual teacher's circumstances.

3. The Plan of Assistance shall be developed with the agreement of the Association.

    a. Sufficient resources shall be available for the Plan of Assistance to have a reasonable chance of success.

4. Where no agreement is reached the Board may start a Plan of Assistance.

    a. The Plan shall then be submitted for review and possible alteration by a mutually acceptable member of the British Columbia College of Teachers who has experience evaluating teachers and whose decision shall be binding.

5. Where Association member/s are requested to aid in the delivery of a Plan of Assistance they shall be granted appropriate release time.

6. Where a teacher on a Plan of Assistance does not follow the timelines or the requirements of the plan in a substantive fashion, it shall be deemed to have been abandoned and a new evaluation may be initiated upon written notification to the teacher.

    a. The Association will be immediately informed, in writing, if this occurs.

Article E.20: Personnel Files

1. There shall be only one personnel file for each teacher, maintained at the District office and this file shall contain all the materials relevant to the teacher's employment.

    a. No material derogatory to a teacher's conduct, service, character, or personality shall be placed on the files unless the teacher has had the opportunity to review the material.

    b. Any file relating to a teacher, kept at a school, shall be destroyed when the teacher leaves that school.

2. After receiving a request from a teacher, the Superintendent, in respect of the District file, or the Principal or designate of the school, in respect of any school file, shall forthwith grant access to that teacher's file.

a. An appropriate Board Official shall be present when a teacher reviews her/his file.

3. A teacher may request that a document(s) be removed from her/his file.

a. Where material critical of the teacher, or in the nature of a reprimand, is placed in the file, the teacher may request to have the material removed two years after the filing, provided that no further material of that nature has been subsequently filed.

b. In the event that the appropriate Board Official does not agree to removal of specified material, the teacher may file a grievance.

Article E.21: School Act Appeals

1. The Association and the Board recognize that from time to time, disagreements may arise between teachers and parents/guardians and/or students. The Association and the Board also recognize that these disagreements are usually best handled at the teacher/parent/guardian and/or teacher/student level.

2. Where a student and/or parent/guardian files an appeal under the School Act (Section 11) and/or Board Policy of a decision of a teacher covered by this agreement, the employee and the Association shall immediately be notified of the appeal.

3. The teacher shall have the opportunity to provide a written reply to any allegations contained in the appeal.

SECTION F PROFESSIONAL RIGHTS

Article F.11: Technological Change

1. Definition

   a. For the purposes of this agreement the term “technological change” shall be understood to mean changes introduced by the Board in areas of automation and new equipment different in nature, type or quantity from that previously utilized, where such changes significantly affect the terms and conditions or security of employment of members of the Association or alters significantly the basis on which the agreement was negotiated.

2. Consultation

   a. When the Board intends to implement a technological change, the Board shall request a meeting with the Association to determine whether or not the intended change constitutes a technological change as defined herein.

3. Notice

   a. When it is determined that a technological change is to be introduced, the Board shall so notify the Association in writing. Such notice shall be given as far as possible in advance of, and at least 90 days before, the term in which the introduction of the technological change is intended.

   b. The notice of intent to introduce a technological change shall contain:

      i. the nature of the change;

      ii. the date on which the Board proposes to effect the change;

      iii. the approximate number, type and location of Association members likely to be affected by the change;

      iv. the effects the change may be expected to have on Association members’ working conditions and terms of employment; and

      v. all other pertinent data relating to the anticipated effects on Association members.

   c. The Board shall update this information as new developments arise and modifications are made.

4. Negotiations

   a. When the Board has notified the Association of its intention to introduce a technological change, the parties shall meet within the next thirty (30) days to reach agreement on solutions to the problems arising from this intended change and on measures to be taken by the Board to protect the Association members from any adverse effects, and until such agreement is reached, the technological change shall not be introduced.

   b. Such agreement may include:

      i. the provision of training or retraining to one or more Association members;

      ii. the transfer or reassignment of Association members to other assignments; and

      iii. the entering into a letter of agreement protecting Association members from anticipated health and safety effects.

5. Resulting Agreements

   a. When the parties agree to appropriate solutions to the problems arising out of intended technological changes, the solutions shall be prepared as a Letter of Agreement between the parties. Such letters of agreement shall have the same effect as the provisions of the existing agreement and shall be subject to the grievance procedure.

Article F.12: Professional Development Allocation

[See Letter of Understanding Re: Article F.2: Professional Development Allocation]

1. The Board shall pay each teacher an allocation of $1400 per annum to undertake professional development during the term of this agreement. Teachers are encouraged to participate in a variety of professional development experiences over the course of their career.

   a. Teachers who leave the Board's employ prior to the conclusion of the school year shall return the pro-rated portion to the Board.

2. Teachers must file a professional development plan with the Administrative Officer of the school which clearly describes the professional development goals and activities.

   a. Where a teacher has not filed a professional development plan by May 1 of any school year they shall not be eligible to receive the allowance.

b. Any unspent moneys shall be reallocated by the Board for other professional development activities to be arranged in consultation with the Professional Development Committee.

3. Funds will be released by District Office upon the approval of the professional development plan by the Administrative Officer. The District Office will provide the Professional Development Committee with monthly summaries of activities approved.

a. In the event that a professional development plan is not approved by the Administrative Officer a teacher may appeal to the Professional Development Committee.

b. The decision of the Professional Development Committee shall be final.

c. In the event that a plan is not approved in b. above, reasons shall be given so that the plan may be revised and resubmitted as per Article F.12.2 above.

4. A teacher may be released for a maximum of three (3) days per annum to engage in activities approved in the professional development plan.

a. The cost of Teachers-On-Call for teachers released from duties for professional development activities shall be borne by the Board and shall be in addition to the allowance specified in Article F.12.1 above.

Article F.13: Professional Development Fund

1. The Board shall establish a fund for the purpose of promoting the professional development of the teaching staff of the District.

2. The Board shall pay an annual amount of $140 per FTE teacher into the Professional Development Fund. Each FTE teacher shall contribute, through the Association, an annual sum of $140 to the Professional Development Fund.

3. Professional Development Funds shall be administered by the Professional Development Committee.

a. At the end of each year a report of the income and expenditures of the account shall be presented, in writing, to the Board and to the Association.

4. The Committee shall be chaired by the Association's Professional Development Chairperson and shall comprise:

a. one representative from each of the staffs at Fort Nelson Secondary, R.L. Angus, G.W. Carlson and J.S. Clark Schools;

b. one representative from the School Based Administrative Staff;

c. one representative from the District's Administrative Officers; and

d. one member of the Board of School Trustees;

e. the Association's Professional Development Chairperson shall represent itinerant teachers and the staff at Toad River School.

5. Professional Development Funds shall be used solely for the purpose of professional improvement activities as approved by the Professional Development Committee.

   a. The District shall work cooperatively with the Professional Development Committee to conduct an annual needs assessment, resulting in the formation of school and district objectives. Results shall be shared with all parties.

6. Professional Development Funds are not to be used to fund district curriculum or program implementation, local Association activities or British Columbia Teacher Federation activities.

7. Any unspent moneys shall be accrued for future use by the Professional Development Committee.

   a. Such moneys shall not be used to reduce either the Association or Board contributions in future years unless mutually agreed upon.

Article F.14: Non-Instructional Days

1. At least two (2) non-instructional days each year as prescribed in the District Calendar shall be used for teacher Professional Development Committee directed activities.

2. Non-instructional days shall be considered as instructional days for salary purposes.

3. The Professional Development Committee may make recommendations to the Board of Trustees to promote professional development at an individual and school level.

4. The Board and the Association agree to collaborate on the development of a long term in-service calendar.

   a. By February 15th of each year this calendar should outline the Ministry mandated curriculum changes for the next two school years.

   b. The Association, through the Professional Development Committee, may make recommendations to the district during the Board's budget setting process.

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 ArticleG.11 Medical Leave, for sick leave use and accrual]

Article G. 2: Compassionate Care Leave

1. For the purposes of this article “family member” means:

    a. in relation to an employee:

        i. a member of an employee's immediate family;

        ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;

iii. the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;

b. in relation to an employee's spouse:

i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and

c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

2. Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the BC Employment Standards Act for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.

3. A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.

4. The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.

5. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.

6. Seniority shall continue to accrue during the period of the compassionate care leave.

7. An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

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

[See also Article G.4 for short term compassionate leave of up to 5 days.]

Article G.11: Medical Leave

1. Medical leave with pay is earned at the rate of one and one-half (1 1/2) days for each month taught by the teacher in the service of the Board.

   a. For the purpose of this Article, a month taught shall mean a month in which a teacher has taught one-half of the prescribed days.

2. Unused medical leave shall accumulate.

   a. There is no maximum to the number of days of medical leave that may be accumulated, but no more than 120 days may be used in one school year.

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

   a. When requested, teachers shall provide a medical certificate where one is reasonably available.

4. Fifteen (15) days of medical leave shall be available to each teacher at the beginning of each school year.

   a. Teachers commencing employment with the Board during the year shall have available to them the pro rata portion of medical leave benefits which would accrue to them for the balance of the school year.

   b. In the event that any paid medical leave is advanced and not subsequently earned, the amount advanced shall be repaid by the teacher to the Board.

5. Each teacher shall receive, by September 30, an annual accounting of her/his accumulated medical leave.

6. a. If a teacher resigns from the District and subsequently resumes a position as a teacher with the District, he/she shall be entitled to all of the banked medical leave they possessed before leaving except for unused medical leave that was previously ported from SD No. 81 to another district, pursuant to Article G.1.

   b. Pursuant to Article G.1, an employee who is rehired to SD No. 81 is entitled to port a maximum of sixty (60) unused medical leave days accumulated or ported in his/her previous school district.

7. All moneys received by a teacher by way of compensation for loss of wages under the Workers' Compensation Act shall be paid to the Board, in return for which the Board shall pay the teacher the full amount of her/his wages to which he/she would have been

otherwise entitled, but for the disability suffered or incurred.

a. Medical leave shall be deducted at the rate of .25 for each day salary is reimbursed to the Board by the Workers' Compensation Branch.

b. Compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during a period of temporary disablement.

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

Article G.12: Maternity/Paternity/Adoption Leave

1. Leave with Pay

   a. On the birth, adoption, or assumption of legal guardianship of a child, a teacher shall be granted parenthood leave with pay up to a maximum of two (2) days per school year.

2. Short-term Maternity Leave

   a. Upon written request, a pregnant teacher shall be granted an unpaid leave of absence:

      i. as provided for in Part 7 of the Employment Standards Act (1980); or

      ii. for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester.

3. Extended Maternity Leave

   a. Teachers granted leave under 1. above who choose not to return to work at the expiration of that leave may apply for extended maternity leave five (5) weeks prior to the start of a semester or term or by May 31 in respect to leave expiring on June 30.

      i. A teacher's application for leave may be considered with shorter notice.

   b. Upon written request, an unpaid leave shall be granted for a period of up to a maximum of twenty (20) school months, with return to coincide with the commencement of a 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 five weeks in advance except in respect to leave expiring June 30 where notice shall be given

by May 31.

i. In the case of an incomplete pregnancy, death of the child, or other special situation, a teacher may return to duty earlier than provided in the agreed upon leave.

ii. A terminated pregnancy shall be treated in the same manner as a birth under the Employment Standards Act (1980) and the maternity and extended maternity leave provisions of the agreement shall apply.

iii. The teacher intending to make an early return to duty will submit a written request and a medical certificate.

d. When a teacher has been granted extended maternity leave the Board will make provisions for benefits, provided the teacher pays the Board for the benefit plan premiums.

4. Long Term Parenthood Leave

a. A teacher with a dependent child shall be granted, upon written request, a parenthood leave of absence without pay for a stated period of time, as requested by the teacher, up to a maximum of twenty (20) school months.

i. Their return to duty will coincide with the commencement of a term or semester.

b. Parenthood leave shall be granted to either parent if both are employees of the Board.

c. Parenthood leave shall also be granted in the case of adoption or assumption of legal guardianship.

5. Adoption Leave

a. In the case of adoption, maternity leave, as described in Article G.12.2. shall be granted upon written request and shall commence from the date of arrival of the child in the home.

6. Assignment

a. A teacher returning from any leave described above within a school year shall be reassigned to the same position held prior to the leave.

Article G.13: Jury Duty/Appearance in Legal Proceedings

1. The Board shall grant a leave of absence, with pay, to any employee summoned for either jury duty or required to appear at a legal proceeding.

    a. An employee on such leave shall pay over to the Board any sums received for jury duty or witness fees, exclusive of traveling costs and meal allowances.

Article G.14: Compassionate/Bereavement/Family Illness Leaves

1. Compassionate Leave

    a. The Board shall grant, upon request to the Superintendent of Schools, leave of absence, with pay, to a maximum of five (5) days per school year in the case of the critical illness of a spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.

    [See also Article G.2. Compassionate Care Leave for leave longer than 5 days]

2. Bereavement Leave

    a. A teacher may be granted leave with salary to a maximum of five (5) days in the event of the death of a family member as defined in Article G.14.1 above.

    b. Leave of absence for critical illness or death, in excess of five (5) days may be granted with pay, or less the cost of a Teacher-On-Call, upon request to the Superintendent of Schools.

    c. 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, without pay, for travel.

3. Family Illness Leave

    a. 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, the teacher shall be entitled, after notifying her/his supervisor, to use up a maximum of two (2) days paid leave, at any one time, for this purpose. Additional days may be approved at the discretion of the Superintendent.

        i. Such leave shall be debited to the teacher's medical leave.

Article G.15: Emergency Leave

1. A teacher may be granted leave, with salary, one (1) day per year in the event of an emergency.

2. Additional days with pay, less the cost of the Teacher-On-Call, may be granted by the Superintendent.

3. Teachers from Toad River School who are stranded in Fort Nelson due to road closures by the Department of Highways or extreme weather conditions shall be granted emergency leave with pay in every instance.

Article G.16: Discretionary Leave

1. Discretionary leave, with pay, up to a maximum of two (2) days shall be granted each school year.

2. Such leave will only be granted if the circumstances of the school staffing at the time permits.

    a. Such leave shall not extend Christmas or Spring Break or summer vacation period.

    c. A maximum of one (1) discretionary day can be used to extend a professional development leave. Any additional discretionary leave to support professional development requires Superintendent approval.

Article G.17: Leave for Elected Office

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.

2. 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.

Article G.18: Community/Marriage/Graduation Leaves

1. Community Leave

    a. A teacher shall be granted leave with salary, one (1) day per school year, to participate in community service. Community service is defined as: teachers

taking a leading part in a community service who need to attend important functions connected with that activity. A sports activity, where the teacher is a participant, is not considered a community service.

b. Teachers involved with coaching may be granted one (1) additional day to attend coaching clinics.

c. Additional days with pay, less the cost of the Teacher-On-Call, may be granted by the Superintendent.

2. Marriage Leave

a. A teacher may be granted leave with pay, less the cost of a Teacher-On-Call, in the event of the marriage of a member of the teacher's immediate family or the teacher.

3. Graduation Leave

a. A teacher may be granted leave, with pay, to attend her/his graduation.

b. Leave with pay, less the cost of a Teacher-On-Call, shall be granted to attend the graduation of a member of the teacher's immediate family.

Article G.19: Long Term Leave of Absence

1. The Board may grant unpaid long-term leaves of absence to teachers with a minimum of three (3) year's service.

2. Application for leave under this section shall be made in writing to the Superintendent of Schools by March 31st of the year in which the leave is to start.

a. The Board, at their discretion, may consider requests made after March 31st.

3. Unless otherwise agreed to, all leaves shall start on September 1st.

4. During the period of leave the teacher may, by pre-payment or ongoing payment, continue to receive medical, extended health, group life insurance and dental benefits in accordance with the agreement.

5. On return from leave, the teacher shall be assigned to a reasonably comparable position, unless a different assignment is mutually agreed upon.

Article G.20: Deferred Salary Leave Plan

1. The Board shall administer a Self-Funded Leave Plan as determined by a separate agreement.

2. Application for leave under this section shall be made in writing to the Superintendent of Schools by March 31st of the year in which the leave is to start.

   a. Unless otherwise agreed to, all leaves shall start on September 1st.

3. On return from leave, the teacher shall be assigned to a reasonably comparable position, unless a different assignment is mutually agreed upon.

4. The Board shall approve up to two (2) district leave requests per school year on a first received, first approved basis.

5. The Board agrees to provide a Deferred Salary Leave Plan between itself and the Fort Nelson District Teachers' Association enabling District teachers with three (3) years seniority in the District to plan and finance a one (1) year leave of absence from the District.

6. The teacher shall be entitled to a continuation of all eligible employer benefits, provided that such continuation is at no cost to the Board.

7. It is understood that withdrawal from the plan can take place at any time in any year up to May 1st of the year in which the leave is scheduled to begin.

8. This plan is a five (5) year plan with the fifth year being the leave. One quarter of the teacher's salary will be held in each of the first four (4) years and will be paid out over the fifth year as outlined in Article B .9.

APPENDIX A DEFINITIONS

Local Agreements or Previous Local Agreements:

Refers to the previously negotiated collective agreements negotiated by each of the 60 school districts.

Provincial Agreement:

Refers to the provisions of the Provincial Collective Agreement (including the new provincial articles) and the previous local agreements.

Working Document:

Refers to the document prepared by each district which will serve as a working guide for teachers and administrators in the district. The working document will contain the provisions of the Provincial Agreement and the previous Local Agreement.

Collective Agreement Administration Manual:

Refers to the manual prepared by BCPSEA to assist administrators and district staff in the interpretation of the Provincial Agreement.

Discretionary Leave (Article G.16)

While discretionary leave, by definition, is at the discretion of teachers, it is important to recognize the circumstances of school staffing in making arrangements. Advance notice is encouraged to allow for full professional service to children.

Instructional Time Assignment (Article D.4.4)

The total instructional week for students is greater than the instructional assignment of teachers. The difference in time is commonly called “Preparation Time”. This time is intended to be used for: planning; record keeping; student evaluation; consultation with parents, students, and colleagues; inter class/school visits; etc.

It is accepted that teachers are available, for the most part, at their school during this time.

Personal Professional Development Allocation (Article F.12)

This article reflects a healthy financial commitment to professional development and growth of teachers. Plans should clearly articulate professional development goals.

The moneys can be utilized to support several activities, for example: membership in provincial specialist associations, subscriptions to professional journals, attendance at a conference, inter-school visits, etc.

Teachers On-Call (Article B.2)

The British Columbia School Act requires the use of certificated replacement teachers whenever a teacher is absent from instructional duties.

Non-certificated, unqualified substitutes are only to be used when no alternative exists.

Parent/Teacher Conference Days (Article D.17)

The intent of parent/teacher conferences is to report to each parent on their child's progress. A parent/teacher conference replaces a written report. Release days described in this Article are intended to support this activity. It is recognized that the time allocation may not be sufficient to meet every parent, but it is a teacher's professional responsibility to report to all parents.

LOCAL LETTERS OF UNDERSTANDING

Letter of Understanding

Between

Fort Nelson District Teachers' Association

And

The British Columbia Teachers' Federation (BCTF)

And

The Board of Education in School District No. 81 (Fort Nelson)

And

The British Columbia Public School Employers' Association (BCPSEA)

Mid-Contract Modification to: Article F.2 Professional Development Allocation

Text

5. With the submission of a professional development plan by May 1 of the first year, a teacher may elect to carry forward their funding allowance for an additional year.

   a. The funding allocation for a 2 year professional development plans will not exceed $2800.
   b. A teacher electing the 2 year plan may be released for a maximum of three (3) days to engage in activities approved in the 2 year professional development plan.
   c. Additional professional development days may be granted upon approval of the Superintendent to engage in conference or training opportunities as approved in the 2 year professional development plan.

Date: December 10, 2007

PROVINCIAL LETTERS OF UNDERSTANDING/INTENT

LETTER OF INTENT No. 1

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Formalization of Middle School Provisions

Does not apply in School District No. 81 (Fort Nelson)

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, and subsequent amendments up to April 2004.

Appendix 1
PROVINCIAL MATTERS

Appendix 1 – Provincial Matters

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2. *3.17* *Gender - Use of Plural and Singular in Contract Language; Interpretation of Teacher Contracts and School Act*
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   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

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3.44 Employee Terminating Employment

<u>Section F</u> — 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

<u>Section D</u> — 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

<u>Section E</u> — 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

"R. Worley"

British Columbia Public School Employers' Association

"K. Halliday"

LETTER OF UNDERSTANDING NO. 2

Between:

THE BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

And:

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

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

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

John Kinzie
Judi Korbin
Robert Pekeles

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

Dated: August 14, 2007

Originals signed by:

Irene Lanzinger
For the BCTF

Jacquie Griffiths
For the BCPSEA

LETTER OF UNDERSTANDING No. 3. a

Between

THE BRITISH COLUMBIA TEACHERS' FEDERATION
(BCTF)
And

THE BRITISH COLUMBIA PUBLIC SCHOOL
EMPLOYERS' ASSOCIATION
(BCPSEA)

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

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

Does not apply in School District No. 81 (Fort Nelson)

British Columbia Teachers' Federation

British Columbia
Public School Employers' Association

June 25, 2002
Date

6-25-02
Date

LETTER OF UNDERSTANDING No. 3.b

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

Does not apply in School District No. 81 (Fort Nelson)

Original signed by:

Jinny Sims BCTF President	Jacquie Griffiths BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 4

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

Re: Early Incentive Payment

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

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

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

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

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

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

Jinny Sims BCTF President	Jacquie Griffiths BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: One Time Payment to Teacher Inflation Adjustment Account

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

   July 15, 2006 $20,000,000

2. The contribution represents an extraordinary (non-recourse) payment, in addition to those which would normally be made to the Teacher Pension Plan/Inflation Adjustment Account, and in no way replace or amend the obligations of any person to make contributions to the Teacher Pension Plan/Inflation Adjustment Account.

3. The parties will work together with the Teachers' Pension Plan Board of Trustees to facilitate the payment provided for under this LOU.

4. The parties agree that this extraordinary payment has no recourse or connection, nor does it amend the joint trustee relationship, as the payment is a non-recourse payment to the Inflation Adjustment Account only.

Original signed by:

Jinny Sims BCTF President	Jacquie Griffiths BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 6

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

- They will encourage the employer and the local to make application to the Human Rights Tribunal under section 42 of the *Human Rights Code* to obtain approval for a "special program" that would serve to attract and retain Aboriginal employees.

- The parties will assist the employer and the local as requested in the application for and implementation of a "special program" consistent with this Letter of Understanding.

Original signed by:

Brian Kennelly
BCTF Co-Chief Negotiator

Jacquie Griffiths
BCPSEA Chief Negotiator

Suzie Mah
BCTF Co-Chief Negotiator

LETTER OF UNDERSTANDING No. 7

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Articles Housekeeping Committee

1. The parties agree to establish a housekeeping committee to address the updating and consistency of terms in existing common Provincial Articles.

2. The committee shall meet as soon as possible and shall conclude its work no later than September 30, 2006.

3. The agreed housekeeping changes shall be implemented with the next printing of the Provincial Collective Agreement and working documents.

Original signed by:

Jinny Sims BCTF President	Jacquie Griffiths BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 8

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

1. Further to our discussions of June 25, 2006, we write to confirm that we have jointly agreed that effective July 1, 2007 or at an earlier time agreed to by the local and the employer, and continuing until 4 months prior to the expiry of this collective agreement, both parties will amend their respective mid-contract modification processes. Specifically, we have agreed that neither BCPSEA or the BCTF will reject any mid-contract modifications proposed by the local parties which achieve one or more of the following purposes (and no other purposes):

    a. The elimination of out-of-date references to terms, dates or other matters;

    b. The updating of collective agreement language that is either no longer relevant or functional; or

    c. The resolution of internal inconsistencies and incongruities within individual agreements.

2. As discussed, nothing in this letter permits the local parties to make amendments to common provincial language.

3. Finally, we confirm that any disputes regarding the rejection by one of the provincial parties of a proposed change on the basis of non-compliance with paragraph 1 parts a, b & c above shall be referred to Irene Holden for facilitation and resolution.

Original signed by:

Jinny Sims BCTF President	Jacquie Griffiths BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Rehabilitation Committee

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

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

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

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

Original signed by:

Jinny Sims BCTF President	Jacquie Griffiths BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Benefits Review Committee

1. The parties agree to form a Benefits Review Committee to review teacher benefit plans throughout the province. The Committee will consist of three representatives of BCPSEA and three representatives of the BCTF. The Committee will be provided with funding of $200,000 to utilize outside actuarial or other required consulting services.

2. In the event the parties agree to implement changes to any benefit plans, and that ongoing savings have been achieved as a result of the changes, the full amount of any savings will be reinvested in improving teacher benefit plans.

3. In the event the parties do not agree on the amount of any savings achieved, or, in the event savings are agreed upon, the cost of a proposed reinvestment, the matter will be referred to an independent auditor for binding resolution.

Original signed by:

Jinny Sims BCTF President	Jacquie Griffiths BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 11

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

Re: 2008 Salary Harmonization

1. This Letter of Understanding shall apply to all school districts except those who are entitled to a Recruitment & Retention allowance pursuant to Letter of Understanding No. 12 Re: Teacher Supply and Demand Initiatives.

2. Effective July 1, 2008, all salary grid maximums which are less than those set out below* will be adjusted to the following levels:

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

3. Notwithstanding the above, the salary grid maximums for category 4, 5, 5+ and 6 in the districts covered by this Letter of Understanding shall be increased by no less than 2.5%.

4. No grid steps other than the maximums identified in 1 and 2 above shall be adjusted as a result of the implementation of this salary harmonization initiative.

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 12

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

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

Remote Recruitment & Retention Allowance:

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 13

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

Re: Fiscal Dividend

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

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

The Fund will be determined as follows:

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

b. The manner of allocation of the Fund monies to employees shall be subject to negotiations between the BCTF and BCPSEA.

Original signed by:

Jinny Sims BCTF President	Jacquie Griffiths BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 14

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

Re: Article B.12 Category 5+ Transitional Provisions

Does not apply in School District No. 81 (Fort Nelson)

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 15

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

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

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

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

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

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

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

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

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

Original Signed by:

Jacquie Griffiths	Jim Iker
BC Public Employers' Association	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	Irene Lanzinger BC Teachers' Federation
March 12, 2008	March 13, 2008