

PROVINCIAL COLLECTIVE AGREEMENT

WORKING DOCUMENT

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

AS IT APPLIES IN S.D. #85 (VANCOUVER ISLAND NORTH)

Between

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 85

(The "Employer")

and

THE VANCOUVER ISLAND NORTH TEACHERS' ASSOCIATION

(The "Local")

Effective July 1, 2006 – June 30, 2011

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

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The parties agree as follows:

PREAMBLE

This collective agreement recognizes the duty of the Board and the Association to co-operate fully to provide the highest quality of educational service possible. It is further recognized that it is in the mutual interest of the Board, the Association, and teachers to provide for the efficient and orderly operation of the schools within the school district under methods which will further, to the fullest extent possible, the education of the pupils in the school district.

DEFINITION OF TERMS

1. An "employee" as used in this agreement shall mean a teacher who possesses a valid B.C. Teaching Certificate and who is on a continuing, temporary or probationary appointment.
2. A "teacher on call" shall mean an employee who possesses a valid B.C. Teaching Certificate who performs teacher on call duties for the Board.
3. The "School Act and Regulations" as referred to in this collective agreement shall be the School Act and Regulations in force and effect.
4. An "Administrative Officer" shall mean a Principal, Vice Principal or Director of Instruction.

Note: Common Provincial provisions are found at the beginning of each Section. Previously negotiated local provisions commence at Article 20 in each Section. Previously negotiated local provisions which have been moved into Common Provincial provisions are identified below a heading of "Local Provisions."

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 [VINTA] as the teachers' union for the negotiation in that district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

ARTICLE A.3 MEMBERSHIP REQUIREMENT

1. All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the local(s) in the district(s) in which they are employed, subject to Article A.3.2.
2. Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective local in accordance with this Collective Agreement.

ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION

1. The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.
2. At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.

3. The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
4. The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.
5. The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

Local Provisions:

6. College Fees

Upon receipt of signed authorization forms, the Board shall deduct, from the earnings of every employee, such fees required for membership in the B.C. College of Teachers established under the Teaching Profession Act and remit the same to the College when notified of the fees by VINTA or the College of Teachers.

ARTICLE A.5 COMMITTEE MEMBERSHIP

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

ARTICLE A.6 GRIEVANCE PROCEDURE

1. Preamble

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

Steps in Grievance Procedure

2. Step One

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

3. Step Two

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

4. Step Three

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

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

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

5. Omitting Steps

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

6. Referral to Arbitration: Local Matters

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

7. Referral to Arbitration: Provincial Matters

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

8. Arbitration (Conduct of)

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

9. General

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.
- c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.

- d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.
- e.
 - i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher on call is required, such costs shall be borne by the employer.
 - ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
 - iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any teacher on call that may be required.

Local Provisions:

10. Referral to Expedited Arbitration

a. Referral to Expedited Arbitration - Local Matters

Any local matters grievance that has not been resolved prior to arbitration may be referred to expedited arbitration by the party originating the grievance except policy or general grievances.

By mutual agreement a policy or general grievance may be referred to expedited arbitration.

b. Referral to Expedited Arbitration – Provincial Matters

Any provincial matters grievance that has not been resolved prior to arbitration may be referred to expedited arbitration by the provincial party originating the grievance, the BCTF or BCPSEA where applicable, except:

- i. dismissals;
- ii. suspension in excess of 20 days; or
- iii. policy or general grievances.

By mutual agreement a grievance falling into these categories may be referred to expedited arbitration.

11. Selection of Arbitrator

A single arbitrator shall be selected from the list below. Unless the parties agree otherwise and subject to Article A.6.12 below, the Arbitrator shall be selected on a rotational basis. Nothing shall prevent the parties from mutually agreeing to an arbitrator that is not included on the list.

12. Hearing of Grievance

Within ten school days of the grievance being referred to expedited arbitration, the Arbitrator shall hear the grievance and shall render a decision within five days. If no Arbitrator from the list is available within ten school days, the first available Arbitrator from the list shall be selected.

13. Reasons for Decision

No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision. Expedited arbitration decisions shall be of no precedential value and shall not thereafter be referred to by the parties in respect to any other matter.

14. Costs

The parties shall share equally the costs of fees and expenses of the Arbitrator.

15. List of Arbitrators:

H. Allan Hope, Q.C.
Donald R. Munroe, Q.C.
Judi Korbin
Colin Taylor
Jim Dorsey

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.20 ASSOCIATION RIGHTS

1. School Staff Representatives

Local Association school staff representatives, elected in accordance with Association procedures shall:

- a. have the right to convene meetings of Association members in the school at times other than instructional hours to conduct Association business.
- b. be relieved of instructional duties without loss of pay to attend a meeting between an employee and an Administrative Officer or other Board representative where the Association school staff representative's attendance has been requested.

2. Association and BCTF Representatives

Representatives of the Association or the BCTF, authorized by the Association, shall have the right to transact Association business on school property, subject to there being no undue disruption of curricular activities. Such representative(s) shall, upon arrival during normal operating hours, notify the office of the representative's presence.

3. Use of Facilities

The Association shall be able to use Board facilities and equipment for purpose of Association business, meeting or workshops, subject to Board policy on the use of school facilities.

4. Bulletin Board

The Association shall have access to staff room bulletin board space at each workplace.

5. Inter-School Mail Service

The Association shall have reasonable access to the district inter- school mail service and employee mailboxes, without charge, for communications with bargaining unit members. The Association shall have reasonable access to the district facsimile machines provided that the Association reimburses the Board for any long distance or toll charges associated with its use of district facsimile machines and pays for each page transmitted or received. The latter payment shall be at the Board's cost per page.

6. Exclusions

Articles A.20.2 to A.20.5 of this Agreement do not apply where either party has taken action permitted by part 5 of the Labour Relations Code of British Columbia.

7. Access to Information

Unless determined that the provision of such information is in conflict with the Freedom of Information and Protection of Privacy Act, the Board agrees to furnish the association with the following information in accordance with the Act.

- a. public information concerning the finances of the district;
- b. public information concerning the professional staff of the district;
- c. upon completion, a list of employees covered by this Agreement showing staff assignments;
- d. notification of job postings, transfers, hirings, resignations, retirements, deaths, discharges, and suspensions of employees covered by this Agreement;
- e. public Board meeting agendas with attachments thereto, prior to the applicable Board meeting;
- f. minutes of public Board meetings after adoption by the Board;
- g. by November 30, grid placements and overall benefit costs as of September 30, for employees covered by this Agreement; and
- h. with reasonable notice, other pertinent information necessary for grievance resolution, collective bargaining, or which may from time to time be required by the Association, subject to the approval of the Board or its designate.

ARTICLE A.21 SCHOOL STAFF COMMITTEES

1. Committee Structure

Every school shall have a staff committee consisting of the school's Administrative Officer(s) and at least two employees elected by the teaching staff of the school. It is recognized that at small schools all employees and the Administrative Officer may constitute the staff committee. This committee shall be established by September 30 of each school year.

2. Frequency and Purpose

Staff committees shall meet at least monthly to discuss issues relevant to the teaching staff of the school. Any employee may bring forward an issue for discussion by the staff committee at any time.

3. Procedures

Each school staff shall determine reasonable procedures necessary for the operation of its Staff Committee.

4. Access to Information

The Board agrees to furnish a Staff Committee with relevant school information in accordance with the Freedom of Information and Protection of Privacy Act unless the provision of such information is in conflict with the Act.

5. School Staff Committees

Should the school administration not act on a recommendation of the school staff committee, reasons shall be provided to the staff committee.

ARTICLE A.22 SECONDMENT FOR ASSOCIATION PRESIDENT

1. Extent and Duration

The Board shall approve 100% secondment for the Association President.

2. Incapacitation

In the event the Association President is incapacitated, the Board shall provide a teacher on call for the duration of the incapacitation to permit another Association member to assume the duties of the Association President. This article shall apply to the teacher who assumes such duties.

3. Sick Leave

- a. An employee who is granted secondment as Association President shall accrue sick leave during his/her term of office.

- b. The Association president shall inform the Board of the number of days or partial days, if any, that he/she was absent from presidential duties due to illness.

Such days, or partial days, shall be deducted from the Association President's accumulated sick leave credits.

4. Continuity of Service

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

5. Assignment on Return

On the expiration of the Association President's secondment, he/she shall be assigned a teaching position in his/her previous school or to another mutually acceptable position.

6. Administration

Salaries and benefits of the Association President shall be administered by the Board and billed to the Association for payment on a monthly basis, commencing September 30 of each year.

ARTICLE A.23 RELEASE TIME FOR ASSOCIATION, BCTF/CTF AND TEACHER COLLEGE BUSINESS

1. Activities Covered

- a. An Association staff representative;
- b. A member of the Executive Committee
- c. A member of the Representative Assembly;
- d. A member of a committee or task force of the Association, the BCTF, the CTF, or the Teacher College Council; or
- e. An official representative or delegate of the Association or the BCTF; shall be entitled to release time from instructional duties without loss of pay to carry out the duties involved. Such release from duties shall be granted in accordance with Article A.23.2, subject to the Board being reimbursed for the cost of the teacher on call.

2. Release Time

- a. The total number of days release time granted per school year, pursuant to Article A.23.1, shall not exceed the following:
 - i. 15 days for a member of the Council of the College of Teachers;
 - ii. 15 days for a member of the BCTF Executive Committee;

- iii. six days for a member of the BCTF Representative Assembly;
 - iv. five days for other release time pursuant to Article A.23.1, with up to an additional five days release time for a member of a BCTF committee.
- b. Release time beyond the time referred to in Article A.23.2.a may be granted upon application to the Board.
 - c. Should the Board be unable to obtain the services of a satisfactory teacher on call, the request for release time may be denied.

3. Collective Bargaining and Arbitration

Release time for meetings in direct collective bargaining with the Board or for attendance at arbitration hearings pursuant to Article A.6, shall be approved beyond the limits set out above. Teacher on call costs will be borne by the Board to a maximum of 40 person-days.

4. Appointment or Secondment to the BCTF

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 or seconded to the administrative staff of the BCTF on a term contract, leave of absence shall be granted without pay for the duration of those duties up to a maximum of four years. Leave beyond this time may be granted upon application to the Board.

Normally, such leave shall be granted only if the leave of absence commences at the beginning of a school term and ends at the end of a school term.

5. Continuity of Service

In the event of secondment, the employee shall be deemed to be in full employ of the Board for the purpose of pension. For the purpose of seniority, the employee shall be deemed to be in full employ of the Board.

6. Assignment on Return

On the expiration of such leave, the employee shall be assigned to a teaching position in his/her previous community. If, in the opinion of the Superintendent, a suitable position is not available in the employee's previous community, after consultation with the Association President, the employee shall be assigned to another mutually acceptable position. In the event that the question of a mutually acceptable position is not resolved, the Association President and the Superintendent will meet with the employee to resolve the problem.

ARTICLE A.24 EMPLOYEE PROTECTION

1. Picket Line at Workplace

All employees shall have the right to refuse to cross or work behind a duly constituted picket line erected in a strike or lockout defined in the Labour Relations Code of British Columbia.

2. Other Picket Lines

No employee shall be required to cross a picket line encountered in carrying out school Board business except in an emergency, and the refusal shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action by the Board.

3. Employee Duties

The Board shall not request, require, nor direct an employee to do work or carry out duties normally performed by non-teaching employees engaged in a strike or who are locked out, nor shall an employee request, require, or direct pupils to carry out such duties.

Employees shall perform those duties required by the School Act and Regulations.

4. Replacement Employees

Employees shall not be required to work directly with persons who are hired and are paid to perform any of the duties normally performed by non-teaching employees on strike or who are locked out.

5. Failure to Report

Any employees failing to report for duty pursuant to Articles A.24.1 or A.24.4 shall be considered to be absent without pay.

ARTICLE A.25 STRIKE/LOCKOUTS

1. No Strikes or Lockouts

There shall be no strikes or lockouts, as defined in the Labour Relations Code of British Columbia, by the parties to this Agreement with respect to any matter arising out of the Agreement for which arbitration is provided under the terms of the Agreement.

2. Employees on Strike

During a strike, those employees failing to report for duty shall be considered to be absent without pay.

ARTICLE A.26 EXCLUSION FROM THE BARGAINING UNIT

1. Position within The Bargaining Unit

Any position that is currently included in the bargaining unit in accordance with Article A.2.1 may not be excluded from the bargaining unit without the agreement of the Association.

2. Administrative Officer Positions

When consideration is being given to the creation of Administrative Officer positions, the Board shall consult with the Association and shall provide the Association with a description of the contemplated duties of the position.

3. New Positions in the District

The Board shall notify the Association of all new positions offered in the District, and send to the Association President a written job description(s) for the new position(s).

4. Positions Excluded from the Bargaining Unit

All new positions shall be included in the bargaining unit in accordance with Article A.2.1 except positions excluded for reasons relating to the Labour Relations Code or the School Act and Regulations. In these cases, the Board will discuss the reasons for exclusion with the Association.

5. Disputes Regarding Inclusion/Exclusion

Any disputes regarding inclusion/exclusion of positions may be referred to the Labour Relations Board by either party.

ARTICLE A.27 MANAGEMENT RIGHTS

The Association recognizes and affirms the right and responsibility of the Board to manage and operate the school district as long as this is not in conflict with, nor inconsistent with, the provisions of this Agreement.

ARTICLE A.28 NO CONTRACTING OUT

1. Work Performed by Members

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

2. No Contracting Out

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

ARTICLE A.29 DISTRIBUTION

1. Distribution of Agreement

The Agreement shall be printed and distributed to all employees, including teachers on call, in a format as mutually agreed upon between the Board and the Association, no later than 30 calendar days following ratification by the Board and the Association.

2. Cost of Printing

The cost of printing the Agreement shall be shared equally between the Board and the Association.

SECTION B SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 SALARY

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

Local Provisions:

5. The salaries of the employees in the service of the Board, and a salary schedule applicable thereto, shall be the salaries and schedules hereinafter set forth.

Effective July 1, 2006, 2.5% increase

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 39,983	\$ 44,146	\$ 46,602	\$ 47,465
1	\$ 42,023	\$ 46,565	\$ 49,201	\$ 50,127
2	\$ 44,063	\$ 48,985	\$ 51,800	\$ 52,789
3	\$ 46,102	\$ 51,405	\$ 54,399	\$ 55,451
4	\$ 48,142	\$ 53,824	\$ 56,998	\$ 58,113
5	\$ 50,182	\$ 56,244	\$ 59,597	\$ 60,775
6	\$ 52,222	\$ 58,663	\$ 62,196	\$ 63,437
7	\$ 54,261	\$ 61,083	\$ 64,795	\$ 66,099
8	\$ 56,301	\$ 63,503	\$ 67,394	\$ 68,761
9	\$ 58,341	\$ 65,922	\$ 69,993	\$ 71,423
10	\$ 60,381	\$ 68,342	\$ 72,592	\$ 74,085

Effective July 1, 2007, 2.5% increase

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 40,983	\$ 45,249	\$ 47,767	\$ 48,651
1	\$ 43,074	\$ 47,729	\$ 50,431	\$ 51,380
2	\$ 45,164	\$ 50,210	\$ 53,095	\$ 54,108
3	\$ 47,255	\$ 52,690	\$ 55,759	\$ 56,837
4	\$ 49,346	\$ 55,170	\$ 58,423	\$ 59,566
5	\$ 51,436	\$ 57,650	\$ 61,087	\$ 62,294
6	\$ 53,527	\$ 60,130	\$ 63,751	\$ 65,023
7	\$ 55,618	\$ 62,610	\$ 66,415	\$ 67,751
8	\$ 57,709	\$ 65,090	\$ 69,079	\$ 70,480
9	\$ 59,799	\$ 67,570	\$ 71,743	\$ 73,208
10	\$ 61,890	\$ 70,050	\$ 74,407	\$ 75,937

Effective July 1, 2008, 2.5% increase

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 42,007	\$ 46,381	\$ 48,961	\$ 49,868
1	\$ 44,150	\$ 48,923	\$ 51,692	\$ 52,664
2	\$ 46,293	\$ 51,465	\$ 54,422	\$ 55,461
3	\$ 48,436	\$ 54,007	\$ 57,153	\$ 58,258
4	\$ 50,579	\$ 56,549	\$ 59,883	\$ 61,055
5	\$ 52,722	\$ 59,091	\$ 62,614	\$ 63,852
6	\$ 54,865	\$ 61,633	\$ 65,344	\$ 66,648
7	\$ 57,008	\$ 64,175	\$ 68,075	\$ 69,445
8	\$ 59,151	\$ 66,717	\$ 70,806	\$ 72,242
9	\$ 61,294	\$ 69,260	\$ 73,536	\$ 75,039
10	\$ 65,341	\$ 73,956	\$ 78,555	\$ 80,171
Benefit From Letter of Understanding No. 12 – Teacher Supply and Demand Initiatives:				
2.5% increase:	\$ 63,437	\$ 71,802	\$ 76,267	\$ 77,836
3.0% per LOU NO. 12:	3.00%	3.00%	3.00%	3.00%
Max at July 1, 2008	\$ 65,341	\$ 73,956	\$ 78,555	\$ 80,171

Note: School District No. 85 (Vancouver Island North) is eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 12.

Effective July 1, 2009, 2.5% increase

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 43,058	\$ 47,540	\$ 50,185	\$ 51,114
1	\$ 45,254	\$ 50,146	\$ 52,984	\$ 53,981
2	\$ 47,451	\$ 52,751	\$ 55,783	\$ 56,848
3	\$ 49,647	\$ 55,357	\$ 58,582	\$ 59,714
4	\$ 51,844	\$ 57,963	\$ 61,380	\$ 62,581
5	\$ 54,040	\$ 60,568	\$ 64,179	\$ 65,448
6	\$ 56,237	\$ 63,174	\$ 66,978	\$ 68,315
7	\$ 58,434	\$ 65,780	\$ 69,777	\$ 71,181
8	\$ 60,630	\$ 68,385	\$ 72,576	\$ 74,048
9	\$ 62,827	\$ 70,991	\$ 75,375	\$ 76,915
10	\$ 66,974	\$ 75,805	\$ 80,519	\$ 82,175

Note: School District No. 85 (Vancouver Island North) is eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 12.

Effective July 1, 2010, 2.0% increase

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 43,919	\$ 48,491	\$ 51,189	\$ 52,137
1	\$ 46,159	\$ 51,149	\$ 54,044	\$ 55,061
2	\$ 48,400	\$ 53,806	\$ 56,898	\$ 57,985
3	\$ 50,640	\$ 56,464	\$ 59,753	\$ 60,909
4	\$ 52,881	\$ 59,122	\$ 62,608	\$ 63,833
5	\$ 55,121	\$ 61,780	\$ 65,463	\$ 66,757
6	\$ 57,362	\$ 64,438	\$ 68,318	\$ 69,681
7	\$ 59,602	\$ 67,095	\$ 71,172	\$ 72,605
8	\$ 61,843	\$ 69,753	\$ 74,027	\$ 75,529
9	\$ 64,083	\$ 72,411	\$ 76,882	\$ 78,453
10	\$ 68,314	\$ 77,321	\$ 82,129	\$ 83,818

Note: School District No. 85 (Vancouver Island North) is eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 12.

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. **[These TOC rates are not applicable in SD 85. See B.2.7.a]**

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. Rates of Pay

- a. Teachers on Call holding valid British Columbia teaching certificates shall be paid 1/200 of the annual salary of category 4-0 for the first three (3) days in an assignment or assignments.

i.	Effective July 1, 2006	\$199.92
ii.	Effective July 1, 2007	\$204.92
iii.	Effective July 1, 2008	\$210.04
iv.	Effective July 1, 2009	\$215.29
v.	Effective July 1, 2010	\$219.60

8. Service shall not be considered broken by a non-instructional day. Teachers on Call shall not receive pay for non-instructional days.
9. A Teacher on Call assigned to a school for a full day and not utilized shall be assigned duties by the Administrative Officer and paid a full day's wages.
10. A Teacher on Call assigned to a school for a half-day and not utilized shall be assigned duties by the Administrative Officer and paid for a half-day's work.
11. No Teacher on Call assignment shall be for less than 40% of a full day.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

PCA Article B.3 does not apply in School District No. 85 (Vancouver Island North).

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.

Local Provisions:

12. Employee Self-Directed Registered Retirement Savings Plan
 - a. The Board and Association agree to the establishment of a self-directed RRSP, hereinafter called the Plan.

- b. Employees participating in the Plan agree that neither the Board nor the Association will be liable for any financial losses of the Plan or participating Employees.
- c. Scotia McLeod shall be the investment company for the Plan.
- d. Employees will contribute to the Plan by payroll deduction.
- e. The Board and the Association will nominate one representative each to a Group RRSP committee. When necessary, the committee will meet to recommend:
 - i. New procedures to administer the Plan; and
 - ii. a change in the investment company for the Plan.

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

PCA Article B.7.2 is not applicable in S.D No. 85 (Vancouver Island North).

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

Local Provisions:

3. Personal Professional Materials

a. Replacement of Materials

The Board will replace employees' personal professional materials lost through theft, fire or damage while on School Board property, to a maximum of \$500 provided that:

- i. the materials are required for teacher reference or classroom instruction, consistent with Article F.20;
- ii. the materials are listed in a personal professional materials inventory maintained in the general office of the school.

b. Employee Responsibility

It shall be the responsibility of the employee to inform the Principal of any addition or deletion to the personal professional materials inventory.

c. Personal Insurance

If such a loss is covered under the employee's personal home policy, the amount payable pursuant to this Article shall be limited to the amount of the deductible provided for in such a policy.

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

PCA Article B.8.1 through B.8.10 is not applicable in S.D. No. 85 (Vancouver Island North).

Local Provisions:

11. Optional Twelve Month Pay Plan

- a. The Board and Association agree to the establishment of an optional twelve month pay plan, hereinafter called the Plan.
- b. Employees on continuing appointment, or employees on a temporary appointment of at least six months, ending on June 30, may participate in the Plan, subject to meeting the deadline in item 3 below.
- c. Each year, employees who wish to participate in the Plan must complete a form for that purpose. Forms should be received by Payroll on or before September 22 in order to be included in the payroll for September. Forms received after the September payroll has been processed will not be accepted.
- d. In September, employees may withdraw from the Plan or change their deduction amount using the same form.

- e. Employees contribute to the Plan by payroll deductions. Amounts are deducted from net pay each month and paid back to participating employees the following summer.
- f. During the second week of July, participating employees will be mailed four cheques dated July 15, July 31, August 15 and August 31. Each cheque will equal one quarter of the employee's contributions for the year plus interest. Effective in the summer of 2009, payments will be made by Electronic Funds Transfer, with email notification.
- g. Interest is based on contributions to-date and the interest rate will be the Bank of Canada prime rate less 2.5%, compounded monthly from October 1 to June 30.

12. Canada Savings Bonds

The Board will administer a Canada Savings Bond payroll purchase program and deduct, on a monthly basis, the amount designated, in writing, from the salary of those employees participating and remit this amount to the appropriate agency.

ARTICLE B.9 PAY PERIODS

PCA Article B.9.1 through B.9.3 is not applicable in S.D. No. 85 (Vancouver Island North).

Local Provisions:

4. Regular Employees

Employees shall be paid in ten monthly installments, with a mid-month advance of 40% of their net salary. This advance will be paid on the teaching day closest to the 15th of the month. The month-end payment will be made on the second-to-last teaching day of the month.

5. Automatic Deposits

The pay of each employee shall be automatically deposited into the account in the financial institution designated in writing by the employee.

6. Teachers on Call

The Board shall pay to each teacher on call all wages, inclusive of allowances in lieu of benefits and statutory holidays, earned for the pay period, on a bi-weekly basis.

7. Statement of Earnings

The Board shall provide each employee with a written statement of wages on every pay day.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

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

Effective July 1, 2006 – 47 cents/kilometer

Effective July 1, 2007 – 48 cents/kilometer

Effective July 1, 2008 – 49 cents/kilometer

Effective July 1, 2009 – 50 cents/kilometer

2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use his/her personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.
4. PCA Article B.10.4.a through B.10.4.f is not applicable in School District No. 85 (Vancouver Island North).

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

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

5. The parties agree that there may be other situations analogous to those set out in Article B.10.4.a through Article B.10.4.d above, in which non-resident employees are assigned to schools which require them to use ferries or water taxis to travel to work. By no later than September 30, 2006, the parties will identify any additional Districts and locations where employees may require reimbursement for ferry/water taxi charges. These additional areas will be recorded in a Letter of Understanding.

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

ARTICLE B.11 BENEFITS

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

Local Provisions:

2. Benefits - General

a. Pension Plan Contributions

All employees and teachers on call must contribute to the Teachers' Pension Plan as required by the Plan.

b. Master-Benefit Plans

The Board shall provide the Association with a copy of all master-benefit plans.

c. Financial Statements

In addition, if available, the Board shall annually provide the Association with a copy of the financial/actuarial statements for all employee benefit plans. The carrier of these plans shall not be altered or amended without prior consultation with the Association.

3. Benefits – Coverage

a. Medical Services Plan and Extended Health Plan

If not otherwise covered, employees, upon appointment, shall participate in the Medical Services Plan and an extended health plan. The extended health benefits plan will include the following options: vision care and audio care.

The Board shall pay 90% of the related premium costs for participating employees.

b. Dental Plan

If not otherwise covered, employees, upon appointment, shall participate in a dental plan. The plan will include the following coverage:

- i. 100% Plan "A" (basic service);
- ii. 60% Plan "B" (prosthetic appliances, crowns and bridges);
- iii. 50% Plan "C" (orthodontics) - \$2,500 limit.

The Board shall pay 85% of the related premium costs for participating employees.

c. Group Life Insurance

Employees, upon appointment, if eligible, shall participate in the Wawanesa Group Life Insurance Plan "B". The cost of such participation shall be borne totally by the Board.

d. Optional Life Insurance

The Board will administer the BCTF Optional Term Life Insurance Plan and deduct monthly premiums from the salary of those employees participating in the plan. Premiums will be paid fully by the participating employees.

e. Death Benefits

In the event of the death of an employee, who, at the time of death, had been employed by the Board continuously for six months, the Board shall continue to provide the medical, extended health and dental benefits to the dependents of the deceased employee for a period of three months after the death of the employee.

f. Salary Indemnity Plan

Employees, upon appointment, if eligible, shall participate in the BCTF Salary Indemnity Plan. The cost of such participation shall be borne totally by the employee.

ARTICLE B.12 CATEGORY 5+

1. Eligibility for Category 5+

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

2. Criteria for Category 5+

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

3. Salary Rate Calculation

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

4. Application for Category 5+

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

Transition Process

Note 1:

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

Note 2:

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

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

ARTICLE B.20 DETERMINATION OF INITIAL SALARY SCALE PLACEMENT

1. Initial Placement

- a. Placement on the salary grid shall be determined in accordance with the category assigned by the Teacher Qualification Service, and in accordance with years of experience as determined by Article B.21.
- b. At the time of appointment, the Board shall advise the employee, in writing, of the documentation required to establish initial scale placement and the requirement to advise the Board if any delay is expected in meeting the deadline, by referring the employee to Articles B.20.1, B.20.2, and Article A.6.

2. Establishment of Salary Status

- a. The category and number of years experience shall be known as a teacher's salary status.
- b. It shall be the responsibility of the individual employee to establish salary status with the Board by submitting all documentation required to establish such salary status.
- c. Such documentation shall be submitted within two months of commencement of employment.
- d. If delays in obtaining the necessary documentation are caused by circumstances beyond the employee's control, the Board shall extend the time limit upon written request of the employee.
- e. The Board shall advise the employee, in writing, of any incomplete documentation and shall pursue the matter with the employee.
- f. The Board shall notify the employee, in writing, of the category and the experience placement that has been assigned.

3. Appeal

- a. In the event that an employee wishes to appeal his/her placement on the salary scale, for category and/or experience, the employee must apply, in writing, to the superintendent for adjustment.
- b. In the event that the matter is not satisfactorily resolved and the employee wishes to appeal further, the grievance procedure, as outlined in Article A.6, will apply.

4. Improved Salary Status

- a. Salary adjustment in respect of improved salary status claimed in writing before November 1, and proved before the succeeding January 1, shall take effect from the preceding September 1.

- b. Salary adjustment in respect of improved salary status claimed in writing before March 1, and proved before the succeeding May 1, shall take effect from the preceding January 1.
- c. If delays in obtaining the necessary documentation are caused by circumstances beyond the employee's control, the Board shall extend the time limit upon written request of the employee.

5. Letter of Permission

The category, for salary purposes, of a person holding a letter of permission for teaching, shall be one category below that employee's years of academic preparation for teaching as determined informally by the evaluator of the Teachers' Qualification Service.

ARTICLE B.21 RECOGNITION OF EXPERIENCE

1. Principle

The following shall apply in determining the number of years' experience credit applicable for increment purposes.

2. Full-Time, Full-Year Service

A minimum of eight months full-time employment during one school year is required to constitute a year's experience.

3. Other Service

- a. Where an employee has completed, in public schools, two consecutive periods of regular half-time employment, each of a minimum of eight months' duration, the two periods may be combined to constitute a year's experience.
- b. Employees appointed for a full school year or calendar year (or eight months thereof) in British Columbia schools as bona fide part-time teachers qualify for experience credit proportionate to the percentage of time they are employed, with the requirement that for a year's credit, the cumulative percentage of time over a number of years must equate to at least eight months full-time employment (e.g., a person who teaches for two full school years on 40% time would qualify for a year's experience).
- c. Partial year and short-term appointments, as determined in accordance with this article, totaling ten months or more, may be combined to constitute a year's experience.

4. Teacher on Call Service

- a. Teacher on call experience shall accumulate for experience credit, with 16 days of teaching on scale equal to one month experience and with 160 days of teaching on scale equal to one year of experience.

- b. For the purpose of the recognition of such experience for salary purposes, the following shall apply:

Where, in public schools, an employee has completed two periods of teaching on call, each less than eight months of full time equivalent employment, but totaling 10 months or more of full time equivalent employment, the two periods may be combined to constitute a year's experience.

5. Other Teaching Experience

Full credit shall be granted for teaching experience:

- a. in government inspected schools in Canada, the U.S.A. and the Commonwealth;
- b. Provincial Government Schools or similar provincial institutions;
- c. Department of National Defence Schools;
- d. as a full-time member of a Faculty of Education in Canada or in any other member of the Commonwealth or in the U.S.A. recognized by the Ministry of Education.
- e. in government inspected schools from outside Canada, the U.S.A. and the Commonwealth in accordance with the evaluation by the Superintendent of such experience relative to the experience referred to in Article B.21.5.a, following a meeting with the Association president or his/her designate.

Such credit shall be granted upon presentation of acceptable proof of such experience.

6. Journeyman or Equivalent Status

- a. Where an employee has journeyman or equivalent status in a vocational or fine arts field, and is engaged full-time in teaching a subject or subjects within that field, a higher salary or additional recognition may be granted in accordance with Article B.21.6.b.
- b. Half recognition may be granted for experience in the vocational or fine arts field, subject to a maximum of half recognition of ten years' experience where the experience was gained after attainment of journeyman or equivalent status (e.g., eight years journeyman certification, four years teaching experience, 14 years journeyman certification, five years teaching experience).

7. Experience While on Leave

- a. Absence while on paid sick leave, short-term (up to 18 weeks) maternity leave, long-term educational leave and extended sick leave (up to the balance of the school year in which the extended sick leave commenced) shall carry full experience credit.
- b. Full-time service to the Association shall carry full experience credit.

- c. Full-time service to the BCTF (up to a maximum of two years) shall carry full experience credit.
- d. Part-time service to the Association and the BCTF shall be credited as for part-time teaching (in accordance with Articles B.20.3.a and B.20.3.b).
- e. Secondment to the Ministry of Education (up to a maximum of one (1) year) shall carry full experience credit.
- f. Secondment to a recognized university or college (up to a maximum of one (1) year) shall carry full experience credit.
- g. Secondment to the College of Teachers (up to a maximum of one (1) year) shall carry full experience credit.
- h. Service with Canadian University Services Overseas (CUSO) or the Canadian International Development Agency (CIDA) (up to a maximum of two (2) years) shall carry full experience credit.
- i. Teaching experience in a school while on an approved exchange shall carry full experience credit.

8. Increment Anniversary Dates

Subject to other conditions in this agreement, an increment shall be granted once annually, on September 1 or January 1, to the applicable employee.

9. Letter of Permission

No experience shall be recognized until such time as a person who has held a letter of permission receives his/her teaching certification. Upon appointment to the district, with this certification, all previous teaching experience within School District No. 85 will be recognized.

10. Recognition of Other Service

Employees with service not covered by the foregoing shall be allowed experience credit for such service as is approved by the Board and the Association.

ARTICLE B.22 POSITIONS OF DISTRICT RESPONSIBILITY

1. Description of Duties

The Board, in consultation with the Association, shall draw up descriptions of duties for all positions of district responsibility.

2. New Positions

Whenever a new position of district responsibility is contemplated or an existing position is eliminated, the Board shall consult with the Association prior to implementation. A description of duties for a new position of district responsibility shall be prepared in accordance with Article B.22.1. If an existing position is changed, the description shall be so amended in accordance with Article B.22.1.

3. Teacher in Charge

- a. In the event that all Administrative Officers and/or head teachers assigned to the school are absent for a half-day or more, and no other supervisory employee is designated to be in charge, the Administrative Officer shall ask for volunteers to be designated as Teacher in Charge. If there is no suitable volunteer, the Administrative Officer may designate an employee as Teacher in Charge.
- b. An employee designated as Teacher in Charge shall assume the duties specified in this Article for periods not exceeding five (5) consecutive days at any one time.
- c. The Teacher in Charge shall strive to assure that the safety of students and security of the school are maintained, and shall deal with such emergent matters as may arise, with required assistance from District Office staff. Routine attendance recording and information reporting, as required, shall be maintained. However, the Teacher in Charge shall not be responsible for major administrative or managerial duties, and specifically shall not have supervisory responsibilities in relation to other employees.
- d. When acting as Teacher in Charge, the employee shall be provided with sufficient teacher on call time to be relieved of regular teaching duties to assume the administrative duties and shall be paid an allowance per day:

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
	\$12.55	\$12.86	\$13.18	\$13.51	\$13.78

ARTICLE B.23 ALLOWANCES

1. Isolated Schools Travel

- a. The Board shall pay an annual travel allowance to the employee assigned to Echo Bay Elementary School, to the employee assigned to San Josef Elementary School, and to the employee assigned to Quatsino Elementary School. This travel allowance shall be deemed to be 50% for medical purposes and 50% for vacation purposes.

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
Echo Bay:	\$2,091.00	\$2,143.28	\$2,196.86	\$2,251.78	\$2,296.81
San Josef:	\$1,568.25	\$1,607.46	\$1,647.64	\$1,688.83	\$1,722.61
Quatsino:	\$1,568.25	\$1,607.46	\$1,647.64	\$1,688.83	\$1,722.61

- b. The Board shall provide full-time employees assigned to Alert Bay and A.J. Elliott Elementary Schools, up to three afternoons of release time per school year for the purpose of personal or professional travel. Release time not used is forfeited at the end of the year. Scheduling of this release time will be determined in consultation with the Administrative Officer.
- c. The Board shall provide, to part time employees assigned to the schools referred to in Article B.23.1.b, release time in proportion to time worked in afternoons.

2. First Aid Allowance

The Board shall reimburse employees for applicable course fees for safety-oriented first aid or other equivalent first aid courses, to a maximum, as shown below, upon successful completion of the course. It will be the responsibility of the employee to apply for this reimbursement and provide proof of payment and proof of successful completion of the course.

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
Maximum	\$52.28	\$53.58	\$54.92	\$56.29	\$57.42

ARTICLE B.24 PART-MONTH PAYMENT AND DEDUCTIONS

1. Monthly Salary

An employee shall be paid 1/10 of current annual salary in respect of each month in which the employee works all prescribed school days that month.

2. Rate of Deduction

The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the employee.

3. Salary Adjustment Formula

- a. The salary of an employee whose appointment commences or terminates other than at the beginning or end of the school year shall be determined as follows:

Days Worked in Month X 10% of Annual Salary

Days Prescribed in Month

- b. For employees commencing after the first school day in the school year, the first month's salary will be adjusted so that each subsequent month is on scale.

ARTICLE B.25 PART-TIME EMPLOYEES - SALARIES AND BENEFITS

1. Salaries

Part-time employees shall be paid the percentage that corresponds with their appointment.

2. Benefits

Part-time employees shall be eligible to participate in all benefit plans.

ARTICLE B.26 IMPLEMENTATION

No employee shall suffer a loss in salary due to the implementation of this Agreement.

ARTICLE B.27 EARLY RETIREMENT INCENTIVE PLAN

1. Early Retirement Incentive Bonus

The Board will pay an early retirement incentive bonus to employees who retire from the school district before reaching age sixty-five (65), subject to the following conditions:

The employee must:

- a. be between the ages fifty-five (55) and sixty-four (64) inclusive;
- b. have ten (10) years of active service with the Board.

2. Payout

- a. The Board will pay out the incentive bonus either in the year the employee retires or during the year following retirement and shall be calculated as a percentage of the employee's salary scale in the following amounts:

Age in Month of Retirement	Percentage of Annual Salary
55-59 years of age	35%
60-64 years of age	25%

- b. The salary used in the calculation of the incentive bonus will be based on an average of the employee's five best years of service.

3. Advice

The Board and the Association will encourage the employee to seek investment and income tax advice to ensure receipt of payment is in the most advantageous manner. The Board shall require 30 days written notice as to how the money is to be disbursed.

4. Benefits

If the employee so desires, he/she may continue on the Board's benefit program (MSP, Dental, EHB, insurance) after retirement until he/she reaches the age of 65 at no cost to the Board.

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.
 - ii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3. **Teacher-on-Call**
 - a. Effective April 1, 2006, a teacher on call shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.b.
 - b. For the purpose of calculating seniority credit:
 - i. Service as a teacher on call shall be credited one (1) day for each day worked and one-half (1/2) day for each half-day worked;
 - ii. Nineteen (19) days worked shall be equivalent to one (1) month;

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

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

Local Provisions:

7. Principle of Seniority

Increased length of service in the employment of the Board entitles employees to increased security of teaching employment provided that they possess the necessary qualifications.

8. Definition of Seniority

- a. In this article, "seniority" means an employee's aggregate length of service in the employment of the Board, inclusive of service under temporary appointment and part-time teaching. For the purpose of calculating length of service, part-time teaching in a .4 or greater assignment shall be credited fully from September 1, 1983, as if it were full-time service.

In addition to the foregoing, the seniority for an employee on a continuing contract shall include:

- i. Teacher on Call 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 one (1) year of seniority in any school year.
- b. When the seniority of two or more employees is equal pursuant to Article C.2.8.a the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.

- c. When the seniority of two or more employees is equal pursuant to Article C.2.8.b, the employee with the greatest number of days of teaching on call with the Board prior to appointment shall be deemed to have the greatest seniority.
- d. When the seniority of two or more employees is equal pursuant to Article C.2.8.c, the employee with the greatest aggregate length of service with another authority recognized for salary experience purposes in this collective agreement shall be deemed to have the greatest seniority.
- e. When the seniority of two or more employees is equal pursuant to Article C.2.8.d, the employee with the earliest application for employment with the Board shall be deemed to have the greatest seniority.
- f. For the purpose of this Article, leaves of absence in excess of one month shall not count towards aggregate length of service with the Board, except:
 - i. maternity leave;
 - ii. educational leave;
 - iii. parenthood leave;
 - iv. leave for duties with the Association or the British Columbia Teachers' Federation;
 - v. secondment to the College of Teachers, Ministry of Education, a faculty of education or pursuant to a recognized teacher exchange program;
 - vi. long-term sick leave;
 - vii. leave for teaching with the Department of National Defence or Canadian Universities Services Overseas or Canadian International Development Agency;
 - viii. approved cultural leave;
 - ix. leave for elected office at the provincial or federal level for a period not to exceed one term;
 - x. compassionate care leave pursuant to G.2.
- g. For the purposes of this article, continuity of service shall not be deemed to have been broken by resignation for purposes of maternity followed by re-engagement within a period of three years, or by layoff or re-engagement pursuant to this article.

9. Seniority List

The Board and the Association shall, by October 15 of each year, establish a list of all employees in order of seniority, calculated according to Article C.2.8, setting out the length of seniority as of September 1 of that year.

ARTICLE C.20 LAYOFF, RECALL, AND SEVERANCE

1. Definition of Qualifications

The necessary qualification for an available staff assignment shall be based on the following criteria:

- a. certification;
- b. recent experience in a similar assignment or demonstrated ability as documented in official reports which would indicate that the individual could perform the duties. Additionally, other less formal training and experience that is applicable to the teaching assignment shall also be considered;
- c. academic preparation, suitability of major and minor subject fields, program concentrations and subsequent training.

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 employees, the employees to be retained on the teaching staff of the district shall be those who have the greatest seniority, provided that they possess the necessary qualifications as outlined in Article C.20.1 for the positions available.
- b. For the purposes of Article C.20.2.a, educational or budgetary reasons includes reductions necessitated by enrollment shifts, elimination, reduction or alteration of educational programs or services, and changes in the utilization of schools or facilities.
- c. For the purposes of this Article, "layoff" means the layoff of employees on continuing appointment.
- d. The Board's right to transfer in relation to this article shall not be subject to any other provisions of this Agreement otherwise dealing with transfer.
- e. The Board shall give each employee it intends to layoff pursuant to this Article, 45 days notice in writing, such notice to be effective at the end of a school term, and to contain the reason for the layoff, and a list of the teaching positions, if any, in respect of which the Board proposes to retain an employee with less seniority. The Board shall concurrently forward a copy of such notice to the Association.
- f. Employees who have received layoff notice pursuant to Article C.20.2.e may bump any employee on a continuing appointment with less seniority provided that the employee exercising bumping rights possesses the necessary qualifications, as defined in Article C.20.1, for the position claimed.
- g. An employee shall notify the Board, in writing, within five days of receiving layoff notice, whether bumping rights will be exercised or whether the employee opts to accept layoff. If the employee chooses to exercise bumping rights, the employee shall identify the position he/she is claiming.

- h. The notice period set out in Article C.20.2.e shall not apply to layoffs necessitated by the exercise of bumping rights pursuant to this article.
- i. The Board shall notify the Association, in writing, of any anticipated notice of layoff of continuing employees that result from the application of Article C.20.2.f.

3. Employees' 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 employee who has the most seniority among those laid off, pursuant to this article, provided that employee possesses the necessary qualifications, as defined in Article C.20.1, for the available position. If that employee declines the offer, the position shall be offered to the employee with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining employees who have been laid off pursuant to this article.
- b. An employee who is offered re-engagement pursuant to Article C.20.3.a shall inform the Board, within three working days of the receipt of such offer, whether or not the offer is accepted.
- c. The Board shall allow up to 30 days from acceptance of an offer under Article C.20.3.b for the employee to commence teaching duties. The Board and the employee may mutually agree to extend this time limit. The Board may employ a teacher on call for the position until the employee accepting the position is available.
- d. An employee's right to re-engagement under this section is lost if:
 - i. the employee elects to receive severance pay in accordance with Article C.20 of this Agreement;
 - ii. the employee refuses to accept two positions of equal or greater percentage of time and not requiring one way travel of more than 80 kilometres on paved roads or for which there are no ferry connections and for which the employee possesses the necessary qualifications;
 - iii. 27 months elapse from the date of layoff in accordance with this Article and the employee has not been re-engaged.
- e. Article C.20.3.d.ii does not apply if, at the time of such offers, the employee would be entitled to maternity leave, or such offers would require the employee to interrupt attendance at a university in mid-session.
- f. With the exception of a position temporarily vacant, an employee who held a continuing appointment at the time of layoff shall be entitled to a continuing appointment in accordance with Article C.20.3.a. Acceptance of a temporary appointment shall not affect an employee's continuing appointment status.

- g. Should an employee on the recall list be hired by the Board to a temporary appointment, then at the conclusion of that temporary appointment, the employee shall resume the time left on the employee's 27-month re-engagement period as it was at the time of acceptance of the temporary position.

4. Retraining During Layoff

- a. In the event of an employee's layoff, an employee may request and shall be entitled to a leave of absence without pay for up to one year for the purpose of retraining to qualify for another position with the Board. Proof of such retraining shall be provided by the employee to the Board.
- b. In the event that the employee elects to take leave of absence for such purpose pursuant to this article, the Board shall amend the effective date of the layoff notice to coincide with the beginning of the school term which next follows the expiry of the period of the leave, or of any extension thereof.
- c. An extension of the leave may be granted at the discretion of the Board.
- d. At the commencement of the school term next following the completion of the leave pursuant to this article, the employee shall be entitled to be assigned to a position which is vacant and for which he/she possesses the necessary qualifications, after the application of Article E.13 and in accordance with Article C.20.3. In such event, the layoff notice shall be rescinded.
- e. In the event that no position is available at the end of the leave granted pursuant to Article C.20.4.a, the layoff notice will take effect and the employee may elect to receive severance pay in accordance with Article C.20.8 or go on the recall list.
- f. For the purposes of calculating severance pay, such leave shall not count toward service with the Board.

5. Recall List

The Board shall maintain a recall list. Copies of the list will be sent to each person on the list and the Association at least once during the fall and once during the spring each year.

6. Sick Leave

An employee re-engaged pursuant to this article shall be entitled to all sick leave credit accumulated at the date of layoff.

7. Benefits

An employee who retains rights of re-engagement pursuant to Article C.20.3 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this Agreement. Payment of the cost of such benefits will be made on the basis of the provisions of Article B.11, for the three-month period following the effective date of the layoff and thereafter by the employee.

8. Severance Pay

- a. An employee on continuing appointment, who has one or more years of continuous employment and who is laid off, may elect to receive severance pay during the 12 months following layoff.
- b. Severance pay shall be calculated at the rate of 5% of one year's salary for each year of service to a maximum of one year's salary. Salary on which the severance pay is calculated shall be based on the employee's salary at the time of layoff.
- c. An employee, who receives severance pay pursuant to this article and notwithstanding Article C.20.3 is subsequently rehired by the Board, shall retain any payment made under the terms of this article, and in such case, for purposes only of Article C.20.8.b, the calculation of years of service shall commence with the date of such rehiring.
- d. An employee may choose to receive severance pay:
 - i. in one lump sum within 30 days of termination; or
 - ii. in monthly installments of 10% of the total amount payable, commencing with the next regular pay period.

9. Part-time Employees

In the selection of employees for layoff, a part-time employee who is senior to another employee shall be entitled to be retained, providing the senior employee has the necessary qualifications, if the less senior employee's assignment is of:

- a. the same percentage of time;
- b. a lesser percentage of time and the senior employee elects to claim it; or
- c. a greater percentage of time and the senior employee elects to claim it.

10. Disputes

Any question regarding the interpretation, application, or enforcement of this article shall be subject to the procedures found in Article A.6.

ARTICLE C.21 CONTINUING EMPLOYEES - EMPLOYMENT RIGHTS

1. Appointments to be Continuing

All employees appointed by the Board to the teaching staff of the district shall be appointed on a continuing appointment except for:

- a. temporary appointments made in accordance with this Agreement, and subject to the provisions of this Agreement;

- b. probationary appointments made in accordance with this Agreement, and subject to the provisions of this Agreement;

2. Appointment to Temporary Positions

If a continuing employee is appointed to a temporary position, the employee must take a leave of absence from his/her continuing position.

ARTICLE C.22 PART-TIME EMPLOYEES-EMPLOYMENT RIGHTS

1. Request to Increase Time

A part-time employee on continuing appointment who, prior to March 31, requests an increase in time commencing the following school year, may be granted an increase in his/her time provided that the increase is compatible with the organization of the school and district.

2. Continuing Appointment Maintained

An employee on a continuing appointment who is assigned to a part- time position shall remain on continuing appointment.

3. Request to Decrease Time

- a. A full-time employee on continuing appointment, who, prior to March 31, requests to teach part-time commencing the following school year, may be granted the request to teach part-time provided the assignment is compatible with the organization of the school and the district. At the request of the employee, the difference between the percentage of a part-time position and a full- time position shall be granted as personal leave.
- b. Where a full-time employee has been granted a part-time position in accordance with Article C.22.3.a, he/she shall select one of the following options and shall so inform the Board, in writing, by March 31 of the following year:
 - i. a one-year extension;
 - ii. a return to a full-time continuing appointment in an assignment similar to the one vacated, where available; or
 - iii. placement on a part-time continuing appointment. The Board shall not unreasonably deny such a request.

4. Job Sharing

- a. Two employees employed full time by the Board may jointly request job-sharing assignments in respect of a single full-time position.
- b. Such requests must be made no later than March 31 of the school year preceding the year for which the job-sharing assignments are sought.

- c. A job sharing request shall be made by written application given to the Superintendent with a copy given to the principal concerned.
- d. An application shall include information on how the employees propose to plan for the year, provide for the educational needs of students, report to parents and attend in-service and professional development functions, and any other information required by the Superintendent.
- e. Job sharing assignments shall be for one full school year and may be granted at the discretion of the Superintendent or designate.
- f. Where an application for job-sharing assignments is granted, salary shall be pro-rated according to the percentage of time worked by each employee.
- g. When one of the employees agrees to work due to the temporary absence or illness of the other employee, that employee shall receive payment at full pro-rata scale placement for all such work.
- h. The difference between the percentage of job-sharing assignment and a full time position shall be granted as personal leave.
- i. No more than three positions may be shared under this Article in any one school year.

ARTICLE C.23 TEMPORARY EMPLOYEES - EMPLOYMENT RIGHTS

1. Term of Appointment

- a. Temporary appointments are made for periods not exceeding one year to fill a position temporarily vacant or temporarily created, or pursuant to Article C.24.2.a.
- b. Where the Board expects an employee to be absent for more than 20 consecutive days the vacancy shall be filled by a temporary appointment. In the event that less than 15 teaching days' notice of such an absence is given, the posting requirement pursuant to Article E.20.2 shall be waived.

2. Tenure Explained

Employees being offered temporary appointment shall have their tenure rights clearly explained, in writing, at the time of appointment.

3. Number of Temporary Appointments

The number of full-time equivalent (FTE) temporary appointments shall not exceed the combined number of FTE leaves of absence and the number of FTE temporarily existing positions.

4. Conversion to Continuing Appointments

- a. Employees on temporary appointment who have:
 - i. fifteen months continuous service with the Board; or
 - ii. twenty-four months aggregate service with the Board, provided the teacher has not received an adverse teaching report;shall be granted a continuing appointment provided that Article C.23.3 is not contravened.
- b. Where two or more employees are eligible for conversion pursuant to Article C.23.4.a, the conversion of temporary appointments to continuing appointments shall begin with the employee with the greatest aggregate service with the Board.
- c. An employee who is entitled to a continuing appointment pursuant to this article shall, at the conclusion of his/her current temporary appointment, be entitled to apply for positions pursuant to Article E.20.3.b.i and, if unsuccessful, shall be entitled to all rights under Article C.20 as a continuing appointment employee, except that sufficient notice of layoff pursuant to Article C.20.2.e shall be deemed to have been given as part of the previous appointment.

5. Temporarily Created Positions

A position which is temporarily created and which exists for more than two consecutive years shall be made continuing or discontinued.

6. List of Temporary Positions and Appointments

The Board agrees to provide to the Association no later than October 1 in any school year a list of employees hired on temporary appointment for the school year, and a list of positions the Board considers temporarily existing or temporarily vacant for the school year.

7. Expiry of Appointment Before June 30

An employee whose temporary appointment expires before the end of a school year shall, for the purposes of job notification and the filling of vacancies, retain the rights of an employee on temporary appointment to the end of that school year.

ARTICLE C.24 TOC HIRING PRACTICES

1. Principle

The Board recognizes that quality teaching on call is essential to maintaining a high standard of education in the district. In order to maintain and improve that quality, the Board endorses the following procedures.

- a. Qualified, certificated, Association members should be employed as teachers on call whenever possible.

- b. A list of teachers on call should be made available for the staff of each school in the district.
- c. A non-certificated Teacher On Call will be employed only if a teacher on call is unavailable.

2. Conversion to Temporary Appointment

- a. A teacher on call who has completed 20 consecutive days on the same assignment shall be granted a temporary appointment on the 21st day unless special skills are necessary to maintain an ongoing assignment.
- b. For the purposes of seniority, experience and sick leave credit in accordance with this agreement, the temporary appointment shall be calculated retroactively to the first day of service.
- c. Article C.23.7 shall not apply to employees granted temporary appointments pursuant to this Article.

3. Availability

- a. When an employee is absent from school, the Board shall employ a teacher on call to replace the absent employee, subject to availability, except in those exceptional circumstances when one is not needed.
- b. Except for the teacher on call as described in Article B.22.3.d, a teacher on call shall be required to teach only the same number of classes as the employee he/she is replacing.
- c. A teacher on call shall not be subject to any of the provisions of this Agreement other than Articles A.6, A.24, D.30, E.1, E.2, E.26, F.20 and any other article where so specifically stated.

4. Call-Out (See Article B.2.9, B.2.10 and B.2.11.)

ARTICLE C.25 PROBATIONARY APPOINTMENTS

1. Placement on Probationary Appointment

- a. Employees may be placed on a probationary appointment at any time during the first four months of either:
 - i. a continuing appointment; or
 - ii. a temporary appointment of at least six months in duration in one assignment;

exclusive of the months of July and August and any leave of absence, whichever occurs first.

- b. A probationary appointment shall not exceed four months exclusive of the months of July and August and any leave of absence.
- c. An employee shall not be placed on a probationary appointment, nor shall the Board dismiss an employee on a probationary appointment, for arbitrary or capricious reasons.

2. Procedure

- a. Prior to any recommendation to place an employee on probation, the employee shall have received from his/her administrative officer:
 - i. an evaluation report indicating the level of teacher performance is less than satisfactory, such report subject only to the provisions of Article E.24.4;
 - ii. a written review of weaknesses in the employee's performance, and written suggestions for improvement;
 - iii. written notice of the reasons for the recommendation to place the employee on probation.

The employee shall have been given an opportunity to meet with the Superintendent to discuss the reasons for the recommendation. The employee shall have the right to be accompanied by a representative of the Association at such a meeting.

3. Plan of Assistance

Any plan of assistance developed pursuant to Article E.24.4.e for an employee who is placed on probation shall be of no more than four months in duration.

4. Evaluation Report During Probationary Period

An employee on a probationary appointment shall not be dismissed prior to the receipt by the Board of an evaluation report, prepared during the probationary period in accordance with Article E.24 (except E.24.4.e), indicating a less than satisfactory level of teacher performance.

5. Recommendation to Terminate

- a. In the event that a recommendation to terminate the appointment of an employee placed on a probationary appointment is made to the Board, the Board shall be provided with any formal evaluation reports prepared in accordance with Article E.24.
- b. Prior to making a recommendation to terminate the appointment of an employee placed on probation, the Superintendent shall so advise the employee. The employee may then request a meeting with the Superintendent to discuss the reasons for the recommendation. At such a meeting, the employee shall have the right to be accompanied by a representative of the Association.

6. Termination

The standard for dismissal of an employee on a probationary appointment shall be a lack of suitability based on the employee's performance consistent with the evaluation criteria established pursuant to Article E.24.3.a.

ARTICLE C.26 DISMISSAL FOR MISCONDUCT

1. Just and Reasonable Cause

The Board shall not discipline or dismiss any employee bound by this Agreement except for just and reasonable cause.

2. Notification of Investigation

a. Where an employee is under investigation by the Board for alleged misconduct, the possible outcome of which may be dismissal of the employee, the employee and the Association shall be notified in writing of that fact, by registered mail or personal delivery, unless such notification would prejudice the investigation. In any event, notification shall be given at the earliest possible time.

b. Before any action is taken by the Board, the employee shall have the right to be accompanied by a representative of the Association at any meeting with the involved parties in connection with such investigation.

c. When an employee is suspended or dismissed, the President of the Association shall be informed immediately.

d. Actions Based Upon Opinion

In those articles where an action is to be based on the opinion of the Board or its designate, the Association shall be informed, in writing, of such action.

3. Confidentiality

The Board and the Association recognize that discipline and dismissal matters be treated confidentially. Where a public statement is necessary, the Board and the Association shall attempt to issue a joint statement and, failing this, either party shall notify the other of the general content of any statement.

4. Suspension and Dismissal

Other than for suspensions pursuant to Section 15(5) of the School Act, a subcommittee of the Board, which shall have a quorum of the Board among its members, will hold a meeting with the employee prior to imposing a suspension or dismissal in respect of which:

a. the employee and the Association shall be given at least 72 hours notice of the meeting;

- b. at the time such notice is given, the employee and the Association shall be given particulars and all available documents that will be considered at the meeting;
- c. the Association or the employee may make a written reply to the allegations prior to the meeting;
- d. should new evidence or documents pertinent to the situation become apparent before or during the meeting, such will be provided to both parties for consideration prior to being introduced;
- e. the meeting may be adjourned at either party's request for up to an additional 48 hours, to allow the parties to prepare responses to such relevant documents;
- f. the employee shall have the right to be accompanied by representatives of the Association, the BCTF, and other representatives chosen by the employee, at the meeting;
- g. the decision of the Board shall be communicated in writing to the employee and the Association, with a statement of the grounds upon which the decision was based.

5. Suspensions under Section 15(5) of the School Act

When an employee is suspended by the Superintendent pursuant to Section 15(5) of the School Act, the employee and the Association will be entitled to attend the meeting of the Board held pursuant to Section 15(7) of the Act, and that meeting shall be deemed for all purposes to be the meeting required by Article C.26.4, and the provisions of Articles C.26.4.a to C.26.4.g shall apply.

6. Suspensions Pending Discipline

When an employee is suspended with pay by the Board pending disciplinary action, all the provisions of Article C.26.4 will apply in respect of any disciplinary suspension or dismissal which follows.

7. Board Decision

When an employee is suspended or dismissed, the President of the Association shall be informed immediately. When an employee is dismissed, the employee shall be given notice of dismissal forthwith in writing setting out the reasons for the decision.

8. Grievance of Dismissal

The Association may refer a grievance regarding the dismissal of an employee directly to arbitration (Article A.6.7).

9. Disputes

Any dispute arising out of a dismissal or disciplinary action by the Board shall be subject to Article A.6 of this agreement.

ARTICLE C.27 DISMISSAL BASED ON PERFORMANCE

1. Receipt of Reports

The Board may dismiss an employee for professional incompetence after receipt by the Board of at least three reports prepared in accordance with Article E.24 which indicate a less than satisfactory level of performance over a period of time of not less than 12 calendar months or more than 24 calendar months.

2. Leaves of Absence

Absences on sick leave or other leaves of absence shall not be included in the calculation of the period referred to in Article C.27.1.

3. Report of Superintendent

At least one of the reports shall be a report of the Superintendent or his/her designate.

4. Other Reports

The other two reports shall include only reports of:

- a. the Superintendent or his/her designate;
- b. a District Principal; or
- c. the Principal (or Acting Principal where applicable) of a school to which the employee is assigned.

5. Time Between Reports

Where more than one of the three reports is written by the same person, at least six months shall have lapsed between the writing of the first and the final report by that person.

6. Transfer Requests

In assessing the potential components that might form part of a plan of assistance, the Board will consider whether a transfer request is appropriate.

7. Evaluation after Return from Leave

Where a teacher requests, and is granted, leave of absence without pay for a period of up to one year for the specific purpose of taking a program of professional or academic instruction, then a subsequent evaluation shall take place not less than three months after his/her return to teaching duties and not more than six months after such return. Leaves of absence taken under this Article shall result in extension of the time frames set out in Article C.27.1.

8. Notification of Dismissal

Where the Board intends to dismiss a teacher under this Article, the Board shall notify the teacher and Association of such intention and provide an opportunity for the teacher (and representative if he/she desires) to meet with the Board within fourteen days of such notice.

9. Grievance of Dismissal

The Association may refer a grievance regarding the dismissal of an employee under this Article directly to arbitration (Article A.6.7).

SECTION D WORKING CONDITIONS

ARTICLE D.3 ALTERNATE SCHOOL CALENDAR

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

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

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

ARTICLE D.4 PREPARATION TIME

PCA Article D.4.1 through D.4.3 is not applicable in SD. No. 85 (Vancouver Island North).

Local Provisions:

4. Purpose

Preparation time is provided for the purpose of lesson planning, collecting materials, group planning, and other duties related to teaching. It occurs when classes are in session.

5. Secondary Classroom Teachers

Each full-time equivalent classroom teacher in a secondary school shall receive a minimum of three hours of preparation time per week averaged over the course of a school year.

6. Elementary Classroom Teachers

Each full-time equivalent teacher in an elementary school shall receive a minimum of 90 minutes preparation time per week, averaged over the course of a school year.

7. Part-time Teachers

Employees appointed to part-time positions shall receive preparation time on a pro rata basis included in the appointment.

8. Non-Classroom Teachers

Employees with a non-classroom assignment shall have sufficient flexibility within their schedule to provide for the preparation time allocated in accordance with Articles D.4.4, D.4.5 and D.4.6.

9. TOC Prep Time

A teacher on call is entitled to the scheduled preparation time of the teacher being replaced.

10. Scheduling

The scheduling of preparation time shall be governed by the organization of the school after consultation with the staff involved, with adjustments to be mutually agreed upon between employees and the principal.

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.20 INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION
[F.1]**

ARTICLE D.21 LEVELS OF STAFFING

1. Discussions

The parties agree that the Association will be involved in the discussion on the levels of professional staffing in the district.

**ARTICLE D.22 INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION
[F.2.2]**

**ARTICLE D.23 INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION
[F.3]**

ARTICLE D.24 DURATION OF SCHOOL DAY

1. Elementary School

In an elementary school the duration of the school day shall not exceed six hours inclusive of:

- a. instructional time not to exceed five hours inclusive of 15 minutes of recess;
- b. a regular noon intermission

2. Secondary School

In a secondary school the duration of school day shall not exceed six hours and 30 minutes inclusive of:

- a. instruction time not to exceed five hours and 30 minutes inclusive of homeroom and time for students to change classrooms;
- b. a regular noon intermission.

3. Part-time Assignments

Part-time assignments in secondary schools shall be scheduled in consecutive teaching blocks. Part-time assignments in schools having a rotating block schedule shall follow the scheduled rotation.

ARTICLE D.25 WORK YEAR

1. Annual Salary

The annual salary established for employees covered by this Agreement shall be payable in respect of the employee's regular work year. All days in session shall be scheduled between the Tuesday after Labour Day and the last Friday of June of the subsequent year, excluding Saturdays and Sundays, statutory holidays, Christmas break and spring break.

2. Inclusions in Work Year

The regular work year for the employee shall include:

- a. no fewer than five non-instructional days;
- b. one year-end administration day;
- c. two early dismissal days for preparation of report cards and parent/teacher consultation.

3. Christmas Break

The first day of Christmas break shall be on the Monday preceding December 26.

School shall reopen on the Monday following January 1. If January 1 is a Sunday, then school shall reopen on Tuesday, January 3.

4. Spring Break

The first day of spring break shall be the third Monday in March.

School shall reopen on the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March.

5. Work During July and August

An employee who, on the specific request of the Board or its designate, voluntarily agrees to work during the months of July and August shall be paid at the rate of 1/200th of his/her annual salary per diem. Notwithstanding the above, the employee has the right to accept days off in lieu of payment as described in this clause. The employee may elect to take one day off work during the regular work year for each day worked during July and August. It is recognized that this paragraph shall not apply to voluntary involvement in professional development and in-service activities in July and August.

6. School Closure

No teacher shall suffer loss of pay in the event of a Board ordered closure of a worksite or a Board ordered cancellation of student attendance of three days or less due to circumstances beyond the Board's control.

7. Imposed Funding Reductions

Should the Ministry of Education impose funding reductions as a result of this Article, the above shall be re-opened for the 1992/93 and subsequent school years to consider the number of legislated days in session.

ARTICLE D.26 SUPERVISION DUTIES

1. Duty-free Lunch Hour

No employee shall be required to perform lunch hour supervisory duties during his/her scheduled lunch period.

2. Exceptional Circumstances

In those circumstances where it is not possible, because of emergent and unforeseen circumstances, to have a noon hour supervisor present, any employee who is directed by the Board to supervise during his/her lunch hour shall receive \$25 per hour.

3. General Supervisory Duties

The general supervisory duties shall be distributed as equitably as possible amongst the professional staff of the school.

ARTICLE D.27 EXTRA-CURRICULAR ACTIVITIES

1. Definition

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. Value of Activity

The Board and the Association recognize the educational and social value of extra-curricular programs and activities.

3. Voluntary Involvement

The Board agrees that any involvement by an employee in such programs or activities shall be on a voluntary basis.

ARTICLE D.28 STAFF MEETINGS

1. Notice

At least seven days' notice of regular staff meetings and at least one day's notice of the agenda items to be considered shall be given.

2. Agenda

All staff members shall have the right to submit items for consideration on the staff meeting agenda.

3. Minutes Written

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

4. Attendance

Employees shall not be required to attend staff meetings:

- a. which commence prior to one hour before classes;
- b. during recess or during the noon intermission, unless such a meeting is called to consider a matter of urgent concern;
- c. on weekends, holidays or other days when school is not in session.

5. Part-time and Itinerant Teachers

Part-time and itinerant teachers shall attend staff meetings whenever practicable.

6. Frequency

Normally there shall be one staff meeting per month pursuant to this Article except where the prevailing practice may vary that schedule.

ARTICLE D.29 TECHNOLOGICAL CHANGE

1. Definition

In this article "technological change" means:

- a. the introduction of equipment or materials of a different nature or kind than previously used;
- b. the manner, method or procedures in which the Board carries out educational operations and services related to the introduction of new equipment or materials of a different nature or kind than previous used.

2. Notice and Discussion

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

3. Information

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

- a. the nature of the change;
- b. the effective date of the change;
- c. the approximate number, type and location of Association members likely to be affected by the change;
- d. the effects that the Board expects the technological change may have on employees' working conditions.

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

4. Resolution of Problems

- a. Once notice of a technological change has been given pursuant to this article, the Board and the Association shall attempt to resolve any problems arising from the intended technological change.
- b. Such discussions shall include:
 - i. the provisions of training or retraining to one or more employees covered by this agreement;
 - ii. the transfer or re-assignment of employees to other assignments
 - iii. the protection of employees from potential health and safety hazards.
- c. Resolutions which result from the application of Article D.29.4.a shall be prepared as a letter of agreement between the Board and the Association and shall have the same effect as the provisions of this agreement.

5. Labour Relations Code Waiver

This Article represents the agreement between the Board and the Association on technological changes as contemplated by the Labour Relations Code of B.C.

ARTICLE D.30 HEALTH AND SAFETY

1. Appropriate Physical Environment

Classes shall be conducted in clean, well-maintained facilities with appropriate lighting, heating, ventilation, and other physical conditions consistent with the Workers Compensation Act and Regulations.

2. Reporting Procedure

- a. Health and safety concerns shall be reported immediately to the Administrative Officer.
- b. Recurring health and safety problems which are unresolved shall be reported to the Superintendent and the Health and Safety Committee.
- c. If the situation is not rectified, the concern may be processed through the grievance procedure.

3. School or Classroom Closure

Notwithstanding any of the above, a school or classroom may be closed only in accordance with the School Act or the Workers' Compensation Act and Regulations.

4. Training

The Board will provide training on WHMIS labels and Material Safety Data Sheets (MSDS) to new teachers and teachers not previously trained as part of the annual new employee orientation session.

5. Provision of Equipment & Clothing

- a. The Board will issue for use (but to remain the property of the Board) rubber clothing, coveralls, smocks and other protective clothing as deemed necessary by mutual agreement.
- b. The Board shall provide each school with a supply of disposable gloves and disinfectant.

ARTICLE D.31 HEALTH AND SAFETY COMMITTEE

1. Establishment of Committee

There shall be a Health and Safety Committee established by the Board which shall include at least two representatives of the Association.

2. Operation, Function and Responsibilities

The operation, function and responsibilities of the Health and Safety Committee shall be consistent with the guidelines and regulations established pursuant to the Workers' Compensation Act and the School Act.

3. Committee Functions

Where the Board directs an employee who is a member of the district or school health and safety committee to perform a district or school health and safety committee function during the school day, the Board will provide release time necessary to permit the employee to perform that function.

ARTICLE D.32 ADMINISTRATION OF MEDICATION

1. Emergencies

In emergency situations, every employee has an obligation to render assistance to a pupil.

2. Non-Emergency Situations

Except in emergency situations, employees are not required to administer medication, or supervise the self-administration of medication, to pupils in school.

ARTICLE D.33 TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS

1. When major renovations are planned in a school, the Board shall include representatives of the school staff in the planning process.
2. When construction of a new school is planned, the Board shall include representatives of the Association in the planning process.

ARTICLE D.34 HOME EDUCATION

1. Employees shall not be required to register, instruct or prepare materials or exams for home schooled students.
2. A classroom teacher required to assess or prepare reports on a home schooled student shall be given reasonable additional time to provide such services.

ARTICLE D.35 CHILDCARE FOR EVENING MEETINGS

1. If an employee is directed by the Board to attend an evening district meeting, the Board will reimburse the employee for childcare expenses which are necessarily incurred up to a maximum rate per hour to be set by the Board. The employee must submit proof of payment in order to qualify for reimbursement.

SECTION E PERSONNEL PRACTICES

ARTICLE E.1 NON-SEXIST ENVIRONMENT

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

ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT

1. General

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

2. Definitions

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

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

3. Resolution Procedure

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

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

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

c. Step 3

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

4. Remedies

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

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

5. Informal Resolution Outcomes

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

6. Training

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

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

- b. The awareness program shall include but not be limited to:
 - i. the definitions of harassment and sexual harassment as outlined in this Agreement;

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

ARTICLE E.20 POSTING AND FILLING VACANT POSITIONS

1. Definition

In this article, "vacancy" means an existing or newly created teaching position to which an employee is not assigned and which the Board intends to fill. A teaching position filled by a temporary appointee shall become a vacancy upon the expiration of the temporary appointment where such occurs at December 31 or June 30.

2. Posting Vacancies

- a. Except as provided in Article E.20.2.b, all vacancies for temporary and continuing positions shall be posted in all the schools for at least seven calendar days and shall not be advertised outside the district until such posting has been in the schools which have facsimile machines for three calendar days.
- b. All vacancies that arise after June 30 shall be advertised locally during the months of July and August.
- c. Advertisements and application forms for appointment to the teaching staff of the district shall not include reference to extracurricular activities and programs.

Advertisements shall list training required for the position but it is understood that such listing may not be exhaustive.
- d. Vacancies for Administrative Officer positions which are to be filled through competition shall be posted in all schools, except during July and August.
- e. Every Posting shall contain the following information:
 - i. identification of the teaching position to be filled, i.e. subject area(s), grade level(s) and work location, full-time or specified part-time;
 - ii. start date and, if applicable, end date;

- iii. training required for the position but it is understood that such listing may not be exhaustive.

3. Vacancies Declared

- a. Vacancies normally shall be declared after the following employees have been placed in teaching positions, subject to those employees possessing the necessary qualifications:
 - i. employees entitled to be re-engaged from the recall list pursuant to Article C.20.3;
 - ii. employees returning from leave of absence;
 - iii. employees who are transferred at the initiative of the Board, subject to the right of review;
 - iv. employees on continuing part-time appointments who wish to increase their percentage appointment;
 - v. continuing employees requesting re-assignment pursuant to Article E.24.3.
- b. When a vacancy for an available position is declared, other than for a position of district responsibility, the position shall be filled in the following priority subject to the applicant having the necessary qualifications;
 - i. employees on continuing appointment in order of seniority;
 - ii. employees who have been employed by the Board on one or more temporary assignments, and who have not received a less than satisfactory report, in order of greatest aggregate seniority with the Board;
 - iii. applicants holding current teaching certificates;
 - iv. applicants eligible for B.C. certification.
- c. Qualifications for the purpose of Article E.20.3.b shall be based on the following criteria:
 - i. certification;
 - ii. recent experience in a similar assignment;
 - iii. academic preparation, suitability of major and minor subject fields, program concentration and subsequent training;
 - iv. performance as reflected in formal evaluation reports;
 - v. the references named by the applicant including the Superintendent of the district in which the applicant last worked (only applicable to applicants referred to in Article E.20.3.b.iii and E.20.3.b.iv).

- d. Should a full-time employee, or a part-time employee with a schedule conflict between his/her current assignment and the available assignment, be the successful applicant, the employee shall assume the position, by mutual agreement, at one of the following times:
 - i. the beginning of the next school year;
 - ii. the conclusion of the next natural break in the school year; or
 - iii. another time agreed upon by the parties.
- e. If the employee is not released under Article E.20.3.d, the vacancy will be posted on a temporary basis for the rest of the current school year.

4. Vacancies in Positions of District Responsibility

Vacancies for positions of district responsibility shall be filled by competition, and Article E.21 will apply.

5. Offers

- a. An applicant for appointment shall be entitled to rely on a representation of the Superintendent, an Assistant Superintendent, District Principal, Secretary-Treasurer or Administrative Officer that an offer of an appointment has been made, or that an appointment has been made.
- b. The Board shall confirm an offer of appointment in writing (including telegram or fax) within 48 hours.
- c. An offer of appointment shall be deemed to have been accepted when written acceptance (including telegram or fax) has been received by the Board within the time set by the Board.

ARTICLE E.21 STAFFING PROCESS

1. Staff Involvement

The school staff shall be involved in the process leading to the determination of staffing needs in a school.

2. Short listing

The staff most related to the posted or vacant position shall be involved in short listing prospective candidates.

3. Interviews

In the event that interviews are conducted locally, or where travel arrangements are practicable, a representative of the staff committee shall be given the opportunity to be involved in interviewing prospective candidates, provided that there is no cost to the Board.

4. Orientation to School

Employees newly assigned to a school staff shall receive explanations, from the Administrative Officer and/or staff committee, of the practices and procedures of the school.

ARTICLE E.22 TEACHING ASSIGNMENT

1. Establishment of Assignment

Qualifications, training, experience, distribution of workload and personal preferences of the employee shall be the basis on which an assignment is established. Teaching assignments shall not be used for disciplinary purposes.

2. Re-assignment

School administration shall discuss any re-assignment (changes in an employee's established schedule) with an employee well in advance of making the re-assignment.

3. Staff Meeting

A staff meeting shall be held prior to June 15 for the purpose of discussing the proposed timetable and teaching assignments for the next school year.

4. Discussion of Proposed Assignment

- a. The Administrative Officer shall meet with the employee, upon request of the employee, to discuss the employee's proposed assignment. The employee may be accompanied at such a meeting by a representative of the Association.
- b. In the event that the employee is not satisfied with the proposed assignment after meeting with the Administrative Officer, the employee may, within three days of the meeting with the Administrative Officer, request a meeting with the Superintendent. The employee, Administrative Officer and Superintendent shall discuss the matter. The employee may be accompanied by a member of the Association.

5. Responsibility for Supervision

Where an employee is assigned to a position involving more than one Administrative Officer, the employee concerned shall be informed in writing as to which Administrative Officer has the responsibility for supervision.

6. New Employees

New employees shall be informed in writing, upon appointment, of the nature of their expected assignments.

7. Additional Duties

- a. Employees shall not be required to:
 - i. perform the instructional duties of an employee who is absent;
 - ii. supervise the students of an employee who is absent except in emergency situations.
- b. It is agreed that Article E.21.7.a shall not preclude an employee from undertaking such duties voluntarily.

ARTICLE E.23 TRANSFERS

1. Board-Initiated Transfers in Cases of School Closure or Declining Enrollment

- a. The Board or its designate(s) shall consult with the staff affected by a proposed school closure or anticipated declining enrollment before any transfers are made.
- b. The Board or its designate(s), in the selection of the employee, or employees, to be transferred, will:
 - i. ask for suitable volunteers; those with the greatest seniority will be selected;
 - ii. choose the employee with the least district seniority and possessing the necessary qualifications, as defined in Article C.20.1.
- c. An employee who is transferred for reasons of projected enrollment decline, position reduction or other such factors shall have the opportunity of returning to his/her previous school in the event that the projected factors do not actually materialize and a position is re-instated.

2. Other Board-Initiated Transfers

- a. Transfers shall be made for educational reasons, or for other reasons arising from the application of this agreement. Transfers shall not be made for arbitrary or capricious reasons.
- b. No employee shall be transferred from the community in which he/she works without agreement of the employee, unless:
 - i. there is no vacant position in the community in which the employee works for which he/she possesses the necessary qualifications; and

- ii. the employee has the least seniority of employees (within the community in which he/she works) holding positions for which he/she possesses the necessary qualifications.
- c. An employee may refuse such transfer and elect to be placed on the recall list in accordance with Article C.20.
- d. In the event that the Board initiates a transfer in accordance with Article E.23.2.b, reasonable moving and relocation expenses shall be paid by the Board to the employee.
- e. Whenever practicable, two months' notice of any such transfer shall be given unless the employee agrees to a shorter period.
- f. Discussions with the employee regarding a proposed transfer shall occur, whenever practicable, at least 14 days prior to notification of the transfer. The discussions shall include the employee, the Administrative Officer of the school in which the employee is currently assigned, and the Superintendent or his/her designate.
- g. The employee shall be entitled to have a friend who is a member of the Association and/or the BCTF accompany him/her during any discussions related to a proposed transfer.
- h. The nature of the transfer, and the reasons for it shall be communicated to the employee. The employee shall have the opportunity to:
 - i. consider the request and respond before the recommendation to transfer is placed before the Board;
 - ii. advise the Superintendent, or designate, of any retraining requirements, in-service release time, or additional support that he/she believes to be necessary to adequately prepare for the proposed transfer.
- i. An employee shall not be transferred into a position removed more than one division from his/her area of competency without the agreement of the employee unless:
 - i. there are no vacant positions in the employee's area of competency for which he/she possesses the necessary qualifications;
 - ii. the employee has the least seniority of employees holding positions for which he/she possesses the necessary qualifications;
 - iii. the employee is provided with appropriate in-service, retraining and other instructional support as required in the opinion of the superintendent.
 - iv. If the application of Article E.23.2.i.iii entails a leave of absence, such leave shall be with pay.
 - v. For the purposes of this Article, the divisions are: primary; intermediate; junior secondary; senior secondary.

- vi. Any employee who has been transferred without agreement pursuant to Article E.23.2 shall not be subject to a further transfer without agreement for three school years except for reasons arising out of the application of this Agreement.
- vii. Insofar as is possible, all Board-initiated transfers should be completed by June 15.

3. Re-assignment Within the Same School Initiated by the Employee

- a. If an employee wishes to request a re-assignment to a vacant assignment within the same school, the employee shall submit the request, in writing, with the reasons indicated, to the Administrative Officer of the school by March 31.
- b. If the request for re-assignment can be effected, the employee shall be notified, in writing, prior to June 15. If the request for re-assignment cannot be effected, the employee shall be notified of the reasons, in writing, prior to June 30.
- c. The employee may request a meeting with the Superintendent or his/her designate, within seven days of the above notification, to discuss the rationale given for not effecting the re-assignment.

4. Notification

The Board will inform the Association of any transfers of employees.

ARTICLE E.24 EVALUATION OF PERFORMANCE

1. Purpose

The purpose of evaluation is to provide both an accurate and objective record of performance and to establish a plan of assistance in the event an employee's performance is found to be less than satisfactory.

2. Frequency of Reports

A report evaluating an employee's performance shall be written in accordance with the School Act and Regulations:

- a. at the request of an employee;
- b. if the professional competence of an employee is questioned by the superintendent or designate;
- c. during an employee's first year in the district, and not less than once every five years thereafter, unless the employee and the Superintendent or designate otherwise agree.

3. Criteria

- a. The criteria to be utilized in assessing individual employee performance shall be consistent with the general criteria attached to this Agreement as Appendix D.
- b. The employee shall be given a copy of the evaluation criteria when notice of evaluation is given.

4. Process

- a. The employee shall be notified at least 10 working days prior to the commencement of an evaluation process. Such notice shall be given in writing and may be given as part of the plan of assistance if a subsequent report is intended to be made in the same school year.
- b. The evaluator and the employee shall discuss and clarify the criteria, process, and the expected time line by which the evaluation shall take place.

Such process shall include:

- i. a pre-observation conference;
 - ii. a series of observations;
 - iii. a post-observation conference following each observation where the employee shall be provided with a written summary of the observation.
- c. An evaluation of the employee's performance shall be based on a minimum of three classroom visits, unless the employee and the evaluator otherwise agree; and on the employee's general performance consistent with the criteria referred to in Article E.24.3.a.
 - d. Any concerns related to the appropriateness of time for observations shall be brought to the evaluator's attention prior to or at the beginning of an observation.

If the evaluator does not agree with the employee, then Article E.24.4.g shall be invoked prior to the next observation.

- e. If, during or after the evaluation of the employee's performance, there are specifically identified concern(s) regarding the performance of the employee, the evaluator and the employee shall mutually attempt to develop a plan of assistance.

Failing agreement, the Superintendent shall seek the agreement of the Association in the development of the plan. Failing such agreement, the superintendent shall develop the plan. A timetable shall be developed and resources shall be identified and incorporated into any such plan.

- f. Extraordinary circumstances which adversely affect the physical environment and which are beyond the control of the employee shall not be a matter for evaluation.

- g. Where questions arise in the evaluation process, either party may seek the assistance of a mutually acceptable representative.
- h. When any of the criteria or processes set out in Article E.24 are not appropriate to the nature of the employee's assignment (e.g., non-classroom assignment), the evaluator shall discuss and establish with the employee the appropriate criteria and process to be followed.

5. The Report

- a. Every evaluation of an employee's performance shall be in writing.
- b. The content of the report shall be based solely on the personal observations of the evaluator and other factual information. The report shall include a specific, objective description of the teaching situation.
- c. The major focus of the report shall be normally on the employee's prime assignment and shall indicate clearly any discrepancies between the employee's assignment and the employee's professional training and recent experience.
- d. Involvement or non-involvement in extra-curricular activities will not be commented upon in a report.
- e. The evaluator shall provide a draft copy of the employee performance report to the employee at least two working days prior to the scheduled meeting to discuss the draft.
- f. The employee shall receive a copy of the final employee performance report at least two working days prior to the filing of the report.
- g. The employee shall have the right to submit, to the evaluator, a written commentary on the employee performance report with such commentary to be attached to the report.
- h. The final evaluation report and attachment, if any, shall be filed in the authorized personnel file at the School Board Office.
- i. Except as required by law, evaluation reports will be treated on a strictly confidential basis.
- j. A report on an employee's performance shall be completed and filed no later than the last working day in April or by another mutually agreed upon date unless such report has been requested by the employee after February 15, in which case the report shall be completed by June 1. In the case of an employee who has already received one or two less than satisfactory reports, the report shall be completed and filed by June 7.
- k. There shall be no reference to degrees of competency in the evaluation report's summative statement except that, where applicable, it shall indicate that the employee's performance consistent with Article E.24 of the collective agreement is less than satisfactory.

6. Teachers on Call

Every evaluation report on a teacher on call shall be in writing.

7. Duties of the Superintendent

Nothing in Article E.24 shall preclude the Superintendent or designate from carrying out his/her duties pursuant to the School Act and Regulations.

ARTICLE E.25 PERSONNEL FILES

1. Number of Files

There shall be only one authorized personnel file for each employee, maintained at the School Board Office.

2. Disposition of School File

Prior to the departure of either the employee or the Administrative Officer from the school, there shall be a mutual review of the school file by both parties before the file is forwarded for inclusion in the School Board Office authorized personnel file.

3. Request for Access

After receiving a request from an employee, the Superintendent or designate, in respect of any School Board Office authorized personnel file, or the Administrative Officer of the school, in respect of any school file, shall grant access to the employee or designate upon verbal or written authorization.

4. Board Representative Present

An appropriate Board representative shall be present when an employee reviews his or her file, and the employee may be accompanied by an individual of the employee's choice.

5. Content of Files

The Board agrees that only factual material and material relevant to the employment of an employee shall be maintained in personnel files.

In the event that the appropriate Board representative does not agree to the removal of specified material, the employee may file a grievance pursuant to Article A.6.

The employee shall be informed when material critical of the employee is placed in the employee's personnel file and a copy of the material shall be given to the employee.

6. Restricted Access

Personnel files shall not be accessible to other than appropriate administrative representatives of the Board except as required by law. Personnel files shall not be made available to members of the Board. Materials in a personnel file may be made available to the Board upon request or at the discretion of the Superintendent.

7. Removal of Material

Where material critical of the employee, or in the nature of a reprimand, is placed in the file, the employee may ask to have such material removed at any time. In any event, the employee may elect to have the material removed four years after the filing, provided that no further material of that nature has been subsequent filed and provided that the material does not relate to conduct of the employee with one or more students.

ARTICLE E.26 NON-DISCRIMINATORY ENVIRONMENT

1. Principle

The Association and the Board recognize the right of all employees and students to work and study in an environment free from discrimination. The Board and the Association agree to cooperate in their attempts to eliminate discrimination in the workplace.

2. No Discrimination

The Board and the Association subscribe to the provisions and principles of the Labour Relations Code of British Columbia (Part 2, Sections 4 and 5) and the Human Rights Code of British Columbia and without limiting the generality of the foregoing, the Board will not discriminate against any employee covered by this Agreement.

ARTICLE E.27 NEW EMPLOYEE ORIENTATION

The Board and the Association shall provide, prior to September 30, an orientation program for employees newly appointed to the district at which the policies and procedures of the district and Association shall be reviewed.

ARTICLE E.28 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

1. Principle

The Board and the Association support the principle of an Employee and Family Assistance Program as a positive means of assisting employees who are in need of some form of professional assistance in resolving personal problems, pressures and stress that have affected or may affect work performance.

2. Guidelines

- a. It is understood that the use of such a program will be voluntary and confidential.
- b. A committee of the Board and the Association shall make recommendations to the Board and the Association on the operation of an Employee and Family Assistance Program.

3. Cost of Program

One half of the cost of the program shall be paid by the Board.

ARTICLE E.29 SCHOOL ACT APPEALS

1. Where a pupil and/or parent/guardian files an appeal pursuant to Section 11 of the School Act and Board By-law of a decision of an employee, or in connection with or affecting such an employee:
 - a. the employee and the Association shall immediately be notified of the appeal, and shall be entitled to receive all documents relating to the appeal;
 - b. the employee and another member of the Association shall be entitled to attend any meeting of the Board of School Trustees at which the appeal is considered and the appellant is present; and
 - c. the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
2. The Board shall encourage the pupil and/or parent/guardian of the pupil to discuss the decision with the employee(s) who made the decision and an Administrative Officer of the school before hearing an appeal. If, despite the encouragement of the Board, the appellant fails to discuss the decision under appeal with the employee who made the decision, the Board will consult with the President of the Association before deciding whether to hear or refuse to hear the appeal.
3. Any discipline of an employee resulting from a decision of the Board under Section 11 of the School Act or Board By-law shall be subject to the collective agreement in the same manner as any other discipline.

ARTICLE E.30 FALSELY ACCUSED EMPLOYEE ASSISTANCE

1. When an employee has been accused of child abuse or sexual misconduct in the course of exercising his/her duties as an employee of the Board, and an investigation by the Board has concluded that the accusation is not true, and:
 - a. no criminal charges are laid;
 - b. the employee is acquitted of criminal charges in relation to the accusation, or;

- c. an arbitrator considering discipline or dismissal of the employee finds the accusation to be false and no criminal charges are laid, the employee shall be entitled to assistance from the Board in accordance with Articles E.30.2 and E.30.3 below.
2. The employee, the President of the Association and the Superintendent shall jointly establish a plan of assistance to facilitate the employee's successful return to work.
3. Such assistance could include:
 - a. individual or family counselling under the Employee and Family Assistance Program (Article E.28);
 - b. short-term paid leave of absence for the employee as determined by the Superintendent in consultation with the President of the Association;
 - c. transfer to a vacant position for which the employee has the necessary qualifications; and
 - d. where requested by the employee, provision of factual information to parents by the Board.

ARTICLE E.31 RACE RELATIONS

1. The Board and the Association oppose and condemn all forms of racism and prejudice.
2. Any written allegation that accuses an employee of racism in the course of performing his/her duties will be investigated by the Superintendent or designate and the results will be reported to the employee and the Association.
3. The Board agrees to involve representatives of the Association in any further development of policy on race relations.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.20 PROFESSIONAL AUTONOMY

Employees shall have, within the bounds of the prescribed curriculum and consistent with current educational practice, the right to express ideas and use materials which are not in conflict with district policy.

ARTICLE F.21 PROFESSIONAL DEVELOPMENT

1. Funding

- a. The Board and the Association shall establish a Professional Development Fund for the purposes of providing for the professional development of the employees of the school district (hereinafter called the "Fund").
- b. The Board's contribution per employee will be:
 - i. 2006 - 2007 \$618
 - ii. 2007 - 2008 \$633
 - iii. 2008 - 2009 \$662
 - iv. 2009 - 2010 \$679
 - v. 2010 – 2011 \$692
- c. For subsequent years, the Board's contribution per employee will increase by the percentage increase in the teacher salary grid for that year.
- d. Costs for Board-initiated in-service shall not be a charge against the Professional Development Fund.

2. Administration

The Fund, established pursuant to Article F.21.1, shall be controlled and administered by the Professional Development Committee of the Association in accordance with the policy referred to in Article F.21.5.

3 Non-Instructional Days

Subject to Article D.24, non-instructional days shall be used on the basis of a minimum of 75% for employee professional development activities and 25% for in-service.

4. Approval

- a. Non-instructional days used for professional development activities shall be determined by teachers at the school staff level or the local Association level and shall be subject to Board approval.

- b. Individual professional development activities shall be subject to the approval of the Superintendent, and at least five days notice shall be given by the teacher to his/her principal whenever possible.

5. Policy Development

- a. The Joint Board/Association Professional Development Committee shall be responsible for the development of recommendations to the Board for professional development policy. The Joint Committee shall consider recommendations of the Association's Professional Development Committee and the Board's Education Committee.
- b. The Joint Board/Association Professional Development Committee shall be comprised of three Association appointees and three Board appointees.

ARTICLE F.22 CURRICULUM IMPLEMENTATION

1. Introduction of New Curricula

- a. When new curriculum is being introduced into the school district, it shall be the responsibility of the Board, in consultation with the Association and employees affected, to plan for and implement such curriculum.
- b. The Board and the Association agree that teachers are key agents in the implementation of educational change.
- c. The Board will inform the Association, in writing, of the specific new curriculum to be introduced into the district.

2. District Committees

- a. District Committees shall be struck, in accordance with Article F.22.2.c, for the purpose of consultation regarding matters concerning the implementation of either provincial or local new curricula. The District Committees will:
 - i. review new curricula; and
 - ii. consider and make recommendations regarding implementation of new curricula.
- b. The Board will consult with the District Committees when evaluating new curricula after implementation.
- c. Each District Committee shall have at least three Association appointees, and three Board appointees.
- d. The District Committees shall meet at mutually agreeable times at the request of either party to discuss implementation of the new curricula.

ARTICLE F.23 PROGRAM ASSESSMENT - ELEMENTARY AND SECONDARY SCHOOLS

1. Guidance and Assistance

The Superintendent and/or district staff, in consultation with the school staff, will provide guidance and assistance to the school(s) throughout the process.

2. Board Support

The Board will provide for:

- a. release time;
- b. clerical supplies and support; and
- c. orientation sessions;

as considered appropriate by the Superintendent in consultation with the school steering committee whenever an assessment is required to be performed in a school.

3. Implementation of Recommendations

A timeline for implementation and funding of recommendations from the School Assessment report as approved by the Board will be established in consultation with the Superintendent and Secretary-Treasurer.

ARTICLE F.24 INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION [G.5]

ARTICLE F.25 TEACHER ASSISTANTS/TEACHER AIDES

1. Supervision

All teacher assistants or teacher aides hired to assist employees in carrying out their responsibilities and duties shall be under the instructional supervision of those employees and under the general supervision of an Administrative Officer.

2. Duties

Neither teacher assistants nor teacher aides shall assume the instructional responsibility for designing the educational programs for students, but may assist the employee by:

- a. providing assistance to individual students and groups of students;
- b. monitoring students;
- c. maintaining student records;
- d. providing advice/guidance to students

3. Absence of Employees

Teacher assistants shall not assume instructional responsibility while the employee is absent.

4. Not to Replace Employees

Teacher assistants shall not be used to replace an employee.

ARTICLE F.26 MENTOR/BEGINNING TEACHER PROGRAM

1. Administration

The mentor/beginning teacher program shall be administered and facilitated by the Association in consultation with the Superintendent or designate.

2. Definition

A mentor is an employee who voluntarily agrees to mentor a beginning teacher and who:

- a. has experience in assignments similar to that of a beginning teacher;
- b. has informed the Association of a willingness to serve as a mentor.

3. Participation

- a. Participation in the mentor/beginning teacher program is voluntary.
- b. A mentor/beginning teacher relationship between employees in different schools may be established only with the prior approval of the Superintendent or designate.
- c. Where a mentor/beginning teacher relationship is established, the administrative officer(s) concerned shall be advised.
- d. The relationship of the mentor/beginning teacher shall be confidential.
- e. The pairing of the mentor/beginning teacher and the continuation of the pairing for up to one year shall be by mutual agreement of the mentor and the beginning teacher.
- f. The mentor/beginning teacher program will not comprise any part of the evaluation of an employee.

4. Release Time

- a. Any proposed activities by participants in the mentor program which may need release time shall be considered to be individual professional development activities under Article F.21 of this agreement. If such release time is approved under Article F.21.4.b, teacher on call costs shall be paid from the District-directed portion of the Professional Development Fund.

- b. The release time may be used to provide assistance to the beginning teacher such as moral support; guidance; feedback; and assistance with instructional strategies, classroom management, short and long-term planning, student evaluation and reporting to parents.

5. Other Support

Nothing in this Article shall be construed as limiting the provision of support to beginning teachers by the Board.

SECTION G LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE

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

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

[See Article G.20 Sick Leave, for sick leave use and accrual]

ARTICLE G.2 COMPASSIONATE CARE LEAVE

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

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

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

[See also Article G.24.3 Sickness in the Immediate Family for short term compassionate leaves of up to five days.]

ARTICLE G.20 SICK LEAVE

1. Purpose

It is recognized that the general purpose of sick leave is to provide sick leave benefits as set out in this article to an employee who is unable to work due to the employee's illness, injury, unavoidable quarantine or who requires medical attention.

2. Accumulation of Sick Leave

- a. Sick leave accumulated but not used by each employee as of June 30, 1988 shall continue to be credited to that employee.

- b. Sick leave with pay is earned at the rate of 1.5 days for each month in the service of the Board.

3. Availability of Sick Leave

- a. In each year, no fewer than 15 days of sick leave shall be available to each employee at the beginning of the school year. Employees commencing employment with the Board during the year shall then have available to them the pro rata portion of sick leave benefits which would accrue to them for the balance of the school year.
- b. Any sick days used but not accumulated by an employee who ceases to be an employee of the Board prior to the end of the school year shall be repaid to the Board by the employee.

4. Use

- a. Any days during which the employee has been absent with full pay for reasons of the employee's illness, injury, or unavoidable quarantine or who requires medical attention shall be charged against any sick leave accumulated by the employee.
- b. There is no maximum to the number of days of sick leave that may be accumulated by an employee but no more than 120 days may be used in any one school year.

5. Part-Time Employees

Part-time employees shall accumulate and be deducted sick leave in proportion to the percentage of their assignment.

6. Record of Accumulation

The Board shall furnish to each employee a monthly account of his/her sick days.

7. Re-establishment

Employees who leave the Board's employ and are re-employed at a later date shall have their previously accumulated sick days re-established at the time of re-employment.

8. Medical Certificate

Employees may be required to provide an acceptable medical certificate in relation to any absence due to illness. The request shall be in writing with a copy to the Superintendent. The cost of such medical certificate shall be borne by the Board.

9. Disability Compensation and Sick Leave

- a. Where an employee is qualified for Workers' Compensation benefits as a result of illness or injury, the employee:
 - i. shall be entitled to compensation under the Workers' Compensation Act;

- ii. shall be entitled to receive additional taxable pay for the period of compensation where the pay provided in Article G.20.9.a.i results in a reduction of the employee's regular pay, net of tax;
 - iii. shall assign to the Board all wage loss compensation received from the Workers' Compensation Board; and
 - iv. shall not be required to use his/her sick leave credits for time lost due to the disability except when additional payment is made in accordance with Article G.21.9.a.ii.
- b. Compensation means periodic payments during the period of temporary disablement. Compensation does not include a disability pension or other final settlement award from such disability.

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

ARTICLE G.21 PREGNANCY LEAVE

1. Purpose

The purpose of this leave is:

- a. to afford a pregnant employee certain security of position on the staff while allowing suitable time free of duty;
- b. to ensure continuity of service with the least disruption during the school year.

2. Application for Leave

- a. A pregnant employee shall apply for and be granted leave of absence, without pay, for a stated period of time mutually acceptable to the employee and the Board.
- b. In the absence of a mutually acceptable date for commencement and termination of leave of absence, the pregnant employee shall apply for and be granted leave of absence without pay as provided for in the Employment Standards Act.
- c. An employee granted pregnancy leave under the Employment Standards Act, who does not return to continuous employment on or before the expiration of 18 weeks from the date that leave commenced, shall be granted pregnancy leave, without pay, until the earlier of January 1, immediately following Spring Break or September 1, following the date on which the 18-week leave terminates.
- d. In emergency situations, the employee's application for leave shall be considered on shorter notice.

3. Extended Maternity Leave

- a. Employees granted leave under Article G.21.2.c may apply for extended maternity leave by November 15 for leave expiring December 31, by February 15 for leave expiring at the end of Spring Break or by March 31 for leave expiring June 30.
- b. Leave shall be granted upon request for a period of up to a maximum of 20 school months inclusive of leave granted pursuant to Article G.21.2.c, with return to coincide with the dates established in Article G.21.3.a.
- c. Employees returning from extended maternity leave shall notify the Board by November 15 for leave expiring on December 31, by February 15 for leave expiring at the end of Spring Break or by March 31 for leave expiring June 30.
- d. No salary increment credit will be given for the period during which an employee is on extended maternity leave.

4. Use of Sick Leave

- a. In emergency situations, the employee shall be placed on sick leave until her application for pregnancy leave is processed.
- b. If at the end of the agreed upon period of leave the employee is unable to return to duty because of ill health, she shall present the Board with an acceptable medical certificate and shall qualify for her sick leave provisions.

5. Early Return and Emergency Situations

- a. In the case of an incomplete pregnancy, death of the child, or other special situations, an employee may return to duty earlier than provided in the agreed upon leave.
- b. The employee intending to make an early return to duty shall submit, to the superintendent, a written application and a medical certificate.
- c. A terminated pregnancy shall be treated in the same manner as a birth under the Employment Standards Act and the pregnancy leave provisions of this agreement.

6. Benefits

- a. When an employee is granted short-term pregnancy leave, the Board will pay its share of health and welfare benefit premiums as provided for in Article B.11, if the employee so requests and makes suitable arrangements for the continuation of her share of the premiums.
- b. When an employee is granted extended maternity leave, the employee may elect to continue her health and welfare benefits as provided for in Article B.11, on the condition that the employee reimburses the Board for the total cost of such benefits.

7. Adoption or Legal Guardianship

- a. In the case of adoption or legal guardianship, pregnancy leave shall be granted from the date of arrival of the child in the home. All provisions of this article shall apply to such leave.
- b. In the case of adoption or legal guardianship, a maximum of three days leave shall be granted, with a deduction in pay equal to the pay rate of a teacher on call, to either parent or both, if both are employees of the Board, for mandatory interviews or travelling time to receive the child.

8. Assignment on Return

- a. An employee returning from short-term pregnancy leave within a school year shall be assigned to the position held prior to the leave.
- b. An employee returning from short-term pregnancy leave in a subsequent school year shall be assigned to a similar position in her previous school, or to a mutually acceptable position.
- c. An employee returning from extended maternity leave shall be assigned to a teaching position in her previous school, or to a mutually acceptable position.
- d. These items notwithstanding, an employee may choose to apply for a vacant position in accordance with Article E.20.2.

9. Supplemental Employment Benefits

- a. The Board agrees to maintain a Supplemental Employment Benefit (SUB) plan in terms acceptable to the Board, the Association, and Human Resources and Development Canada (HRDC).
- b. When the SUB Plan is registered and approved by HRDC, the Board will pay to an employee on authorized pregnancy leave under this agreement:
 - i. 75% of her current salary for the first two weeks of the leave; and
 - ii. where the employee is eligible to receive and does receive Employment Insurance benefits, the difference between 75% of the employee's salary and Employment Insurance benefits received by the employee for a further 15 weeks.
- c. Employees have no vested interest in the SUB plan other than to receive benefits when eligible to do so.

ARTICLE G.22 PATERNITY LEAVE

On the birth of a child or in the case of adoption or legal guardianship, except where leave has been granted pursuant to Articles G.21.2.a and G.21.7.a, an employee shall be granted paid leave up to a maximum of three days. Normally such leave shall be taken within three months of birth, adoption or legal guardianship.

ARTICLE G.23 PARENTHOOD LEAVE

1. Request for Leave

An employee with a dependent child shall be granted, upon request, a parenthood leave of absence for the purpose of caring for the child, without pay, for a period of up to 10 school months. This leave may be extended where circumstances warrant, but shall not exceed 20 school months.

2. Notice of Return

Employees returning from leave granted in accordance with this article shall notify the Board by November 15 for leave expiring December 31, by February 15 for leave expiring at the end of spring break or by March 31 for leave expiring on June 30.

3. Adoption or Legal Guardianship

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

4. Provisions for Leave

The provisions of Article G.21.2.d, G.21.4 and G.21.8.iii shall also apply to Parenthood Leave.

ARTICLE G.24 LEAVES OF ABSENCE - PERSONAL

1. General

The leaves contained in this Article are all leaves of a personal nature. For the purpose of this article, the immediate family shall consist of husband, wife, common-law spouse, child, stepchild, father, mother, brother, sister, grandparent, grandchild of an employee or spouse.

2. Bereavement

a. In the case of death in the immediate family, an employee shall be granted absence from teaching duties with pay for a maximum of four (4) days. Depending upon the circumstances and travel involved, further leave with pay of up to one (1) day shall be granted upon application to the Superintendent.

b. In the event of death of a student or colleague of the employee, the employee shall be granted leave with pay for up to one (1) day for the purpose of attending the funeral, subject to the safe and efficient operation of the school.

3. Sickness in the Immediate Family

An employee shall be granted leave of absence from teaching duties for a maximum of five days per school year, charged to his/her accumulated sick leave, when the employee has been called by the attending physician to the bedside of a member of his/her immediate family, or when the employee is required to transport a member of the immediate family outside the district for emergency or special medical attention.

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

4. Circumstances Beyond Employee's Control

Provided that the Board or its agent (administrative officer) has received prior notification for the leave, an employee may be granted leave from teaching duties due to circumstances beyond the employee's control, such as, but not limited to, inclement weather conditions or mechanical breakdown, with a deduction in salary equal to the pay rate of the teacher on call, if required, for a maximum of three days.

5. Leave for Personal Reasons

- a. Personal leave shall be granted, upon request, with pay, up to a maximum of two days annually, provided that a Teacher On Call is available and the cost of a certified teacher on call is deducted from the employee's salary.
- b. Unused personal leave days will not be carried over to the next school year.
- c. Where an employee intends to take personal leave immediately prior to or immediately after Christmas, spring, or summer break, the employee shall notify the administrative officer in advance.

6. Jury Duty and Appearance in Legal Proceedings

- a. Provided that the employee has given prior notification to the Board, the Board shall grant leave of absence with pay to any employee summoned for jury duty or required to attend any civil or criminal legal proceedings by reason of subpoena, other than on his/her own behalf or interest.
- b. An employee on such leave shall pay over to the Board any sums received for jury duty or witness fees, exclusive of travelling costs or meal allowances.

7. Leave for Civic Duty

- a. When an employee is nominated as a candidate and wishes to contest a provincial or federal election, he/she shall be given leave of absence without pay, during the election campaign. Should the employee be elected as a Member of Parliament or the Legislative Assembly, he/she shall be granted a long-term leave of absence for his/her first term of office.
- b. Employees elected or appointed to municipal or regional district office shall be granted leave of absence, with pay, to a maximum of ten days in any one school year provided that the Board is reimbursed for the cost of a teacher on call, if one is required.
- c. Leave shall be granted for participation as a competitor or as a game official selected or invited by the governing body in a provincial, national or international amateur competition for a maximum of five days per school year with a deduction in salary equal to the cost of the teacher on call.

- d. Leave with pay shall be granted to an employee performing emergency services, during school hours, as a volunteer member of a fire department or as a member of the Provincial Emergency Program. An employee on such leave shall pay over to the Board any sums received for performing emergency services, exclusive of travelling costs or meal allowances.

8. Convocation, Examination Leave

An employee shall be granted a maximum of three days leave per school year for the purpose of taking examinations in courses of training related to his/her teaching assignment; or for attendance at a convocation ceremony for self, spouse, son or daughter, with a deduction in salary equal to the cost of the teacher on call.

9. Additional Leave

Additional leave of absence beyond that specifically provided by this agreement may be granted by the Board at its discretion.

ARTICLE G.25 LONG-TERM PERSONAL LEAVE

1. Application

Leave of absence for a school year shall be granted provided that applications for long-term leave are received by the Superintendent by March 31 of the preceding school year.

2. Extension of Leave

Long-term leave normally will be granted for one (1) year at a time and shall be without pay. Requests for an extension of long-term leave or notice of the employee's intention to return from long-term personal leave must be received by the Superintendent prior to March 31 of the school year in which the employee has leave. Extensions may be granted at the Board's discretion.

3. Aid Programs

In the case of service in an aid program, (i.e. CUSO), length of leave will be determined by the program guidelines. In the case of a request for cultural leave for a period longer than one year, long-term leave may be granted where the Superintendent is satisfied that the experience gained on the cultural leave will benefit the school district.

4. Assignment on Return

The employee returning from long-term leave shall be assigned, whenever possible, a teaching position in his/her previous school. The employee shall be notified by the superintendent by May 31 as to which school he/she is assigned.

5. Employee Accepts Employment

If an employee accepts employment, in a position with another school board in a position which requires a teaching certificate while on leave of absence under this article, the employee shall be deemed to have resigned his/her employment with the Board. It shall be the duty of the employee to notify the Board that he/she has accepted such employment with another school board within 48 hours of acceptance. This paragraph shall not apply to employment which is approved in advance by the Superintendent as part of a cultural leave.

ARTICLE G.26 SELF-FUNDED LEAVE PLAN

1. Participation

Employees may subscribe to a Self-Funded (Deferred Salary) Leave Plan (hereinafter called the "Plan") established by mutual agreement of the Board and the Association and appended to this agreement.

2. Administration

The Board shall administer the Plan in accordance with the provisions of the Plan's administration agreement. The Board's liability shall be limited to the administration of the Plan and shall not extend to any capital amount of, or interest owing on, invested funds lost due to insolvency of the eligible financial institution.

3. Governance

- a. The Plan shall be governed by a committee composed of two members appointed by the Association and two members appointed by the Board. The committee shall select a chairperson from amongst its members.
- b. The committee shall select and direct an eligible financial institution for investment of the deferred compensation amounts.

4. Benefits

Subject to the terms of the benefit plans, during the period of leave the employee may elect to continue participation in health and welfare benefits in accordance with Article B.11, providing the employee pays the full cost of such benefits.

5. Assignment on Return

Upon return from leave the employee shall be assigned a teaching position in his/her previous school, unless a different position is mutually agreed upon.

6. Disputes

The grievance and arbitration procedures contained in Article A.6 shall not apply to the terms of the Self-Funded Leave Plan other than those specifically set out in this Agreement.

ARTICLE G.27 LONG-TERM EDUCATIONAL LEAVE

1. Leave to be Granted

The Board and the Association recognize the benefits to the district of educational leave. Long-term educational leave shall be granted in accordance with the professional development policy developed pursuant to Article F.21.5.

2. Experience

All long-term educational leave shall constitute, for salary purposes, full teaching experience.

3. Assignment on Return

Upon return from leave, the employee shall be assigned a teaching position in his/her previous school, unless a different position is mutually agreed upon.

SIGNATURES

Signed at Port Hardy, British Columbia, this 3rd day of September, 2009.

John Martin, Secretary Treasurer
School District No. 85 (Vancouver Island North)

Kevin Ogren, President
Vancouver Island North Teachers'
Association

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

Irene Lanzinger, President
British Columbia Teachers' Federation

PROVINCIAL LETTERS OF UNDERSTANDING/INTENT

LETTER OF INTENT No. 1

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Formalization of Middle School Provisions

Does not apply in School District No. 85 (Vancouver Island North).

LETTER OF UNDERSTANDING NO. 1

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

Re: Designation of Provincial and Local Matters

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

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

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

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

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

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

Appendix 1 PROVINCIAL MATTERS
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Appendix 1 – Provincial Matters

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 - 1.45 *Job Sharing*
 - 1.74 *Appointment to District (Offer of), Posting & Filling Vacant Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
 - 1.82 *Part Time Teachers' Sick Leave and Benefits, Employment Rights - Part Time Teachers*
 - 1.83 *Long Services - Part Time Teaching Plan, Part Year Teachers*
- 5. Teacher on Call Hiring Practices
 - 1.95 *Availability of Substitute Teachers and Hiring Practices*
- 6. Seniority-Layoff-Recall-Severance Pay
 - 1.100 *Layoff, Termination, Re-Engagement, Severance, Seniority*
 - 3.24 *Seniority (not associated with termination/severance)*
- 7. Retraining
 - 1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Leave Retraining, Teaching Training, Upgrading - Board Directed*

Section D — Working Conditions

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

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

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

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

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

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

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

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

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

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

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

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

- 14. Correspondence Courses
 - 1.33 *Correspondence School*

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

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

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

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

Section E — Personnel Practices

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

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

Section F — Professional Rights

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

Section G — Leaves of Absence

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

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

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

May 31, 1995 - Provincial

Appendix 2

LOCAL MATTERS

Appendix 2 – Local Matters

Housekeeping - Form

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

Section A — The Collective Bargaining Relationship

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

Section B — Salary and Economic Benefits

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

Section D — Working Conditions

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

Section E — Personnel Practices

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

Section F — Professional Rights

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

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

Section G — Leaves of Absence

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

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

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

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

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

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

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

"Alice McQuade"
President
BC Teachers' Federation

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

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

Professional Development

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

Professional Development:

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

For BCTF:
“R. Worley”

For BCPSEA:
“K. Halliday”

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

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

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

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

Dated this 7th of October, 1997.

British Columbia Teachers' Federation

British Columbia Public School Employers'
Association

“R. Worley”

“K. Halliday”

LETTER OF UNDERSTANDING NO. 2

Between:

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

And:

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

Re: Approved list of arbitrators for:

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

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

John Kinzie
Judi Korbin
Robert Pekeles

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

Dated: August 14, 2007

Originals signed by:

Irene Lanzinger
For the BCTF

Jacquie Griffiths
For the BCPSEA

LETTER OF UNDERSTANDING No. 3. a

Between

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

And

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

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

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

Does not apply in School District No. 85 (Vancouver Island North).

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. 85 (Vancouver Island North).

LETTER OF UNDERSTANDING No. 4

BETWEEN:

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

Re: Early Incentive Payment

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: One Time Payment to Teacher Inflation Adjustment Account

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 6

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

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

Original signed by:

Brian Kennelly
BCTF Co-Chief Negotiator

Jacquie Griffiths
BCPSEA Chief Negotiator

Suzie Mah
BCTF Co-Chief Negotiator

LETTER OF UNDERSTANDING No. 7

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Articles Housekeeping Committee

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 8

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Rehabilitation Committee

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

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

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

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

Original signed by:

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:

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 13

BETWEEN:

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

Re: Fiscal Dividend

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

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

The Fund will be determined as follows:

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

Original signed by:

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. 85 (Vancouver Island North).

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

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

Original Signed by:

Jacquie Griffiths
BC Public Employers' Association

Jim Iker
BC Teachers' Federation

January 14, 2008

January 21, 2008

LETTER OF UNDERSTANDING No. 16

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Original Signed by:

Jacquie Griffiths
BC Public Employers' Association

March 12, 2008

Irene Lanzinger
BC Teachers' Federation

March 13, 2008

LOCAL LETTERS OF UNDERSTANDING/INTENT

LETTER OF UNDERSTANDING

BETWEEN

**VANCOUVER ISLAND NORTH TEACHERS' ASSOCIATION (VINTA)
B.C. TEACHERS' FEDERATION (BCTF)**

AND

**BOARD OF SCHOOL TRUSTEES SCHOOL DISTRICT #85 (THE BOARD)
B.C. PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)**

Re: Staffing/Layoff/Recall Processes

The parties agree that the following processes shall be followed for end of year staffing process, and for the issuance of layoff notices in the spring.

1. Step One-Staffing

The Board shall determine the projected staffing allocations for each school for the following year by March 31, identifying the number of employees, if any, surplus to requirements for the following year. Employees who are returning from leave, and part-time employees on continuing contract who have requested a return to full-time employment pursuant to Article C.22.3.b, shall be included in these allocations.

2. Step Two-Layoff Notice

Where a school has a surplus of employees after Step One, a layoff notice shall be issued to any surplus employee at that school. Consistent with Article C.20.2.a, employees retained on the teaching staff of the school shall be those who have the greatest seniority in the district, provided they possess the necessary qualifications as outlined in Article C.20.1, for the positions available. In the case of end of term school closures all employees at the school shall be issued layoff notices.

3. Step Three-Employee Rights

Employees in receipt of layoff notices may exercise the rights accorded them in Article C.20.2.f (bumping), C.20.2.g (recall list), C.20.4 (retraining) and C.20.8 (severance), as per Recall List Review/Layoff Procedure (see Steps 4 & 5).

4. Step Four - Recall List Review

If an employee on the recall list has greater seniority than the most senior employee receiving a layoff notice, he/she will be offered the opportunity to claim any of the identified available positions as per Article C.20.3.a. The member will have three (3) working days as per Article C.20.3.b to inform Board of their decision.

Should more than one member on the recall list have greater seniority than the most senior member laid off they will also be provided the opportunity to claim a declared available position prior to the member laid off exercising their employment rights. This process will continue as outlined in Article C.20.3.a.

5. Step Five – Layoff Procedure

Following the Recall List Review process, the most senior member who has been laid off will then have an additional two working days to exercise their employment rights as per Article C.20.2. These rights include the following:

- a.** Being placed on the recall list.
 - b.** Requesting a leave of absence for the purpose of retraining Article C.20.4.
 - c.** Bumping an employee on continuing appointment with less seniority (subject to qualifications) as per Article C.20.2.f.
 - d.** Receiving severance as per Article C.20.8.
- Should the member choose to go on the recall list, they will have the right, subject to qualifications, to claim any of the identified available positions previously declined by more senior members on the recall list.
 - In the event a new available position develops during the lay-off procedure, the recall-list review process will be repeated prior to the continuation of the lay-off procedure.
 - The layoff procedure will continue in order of seniority until all members laid off have exercised their employment rights.
 - After all members who have been laid off have had the opportunity to exercise their employment rights any remaining available positions will be offered to those members remaining on the recall list.
 - Should there be remaining available positions following this process they will be filled as per the provisions of E.20.3.b.

This Letter of Understanding is without prejudice to the positions of either party in any existing arbitral procedure regarding the interpretation and/or application of the provisions of the Collective Agreement.

This Letter of Understanding expires on June 30, 2011, unless renewed by the parties.

Date: February 25, 2009.

“Robert D’Angelo”
British Columbia Public School Employers
Association

“John Martin”
Board of Education of School District No. 85
(Vancouver Island North)

“Jim Iker”
British Columbia Teachers’ Federation (BCTF)

“Kevin Ogren”
Vancouver Island North Teachers’
Association

APPENDICES

APPENDIX A

APPENDIX B

SELF-FUNDED (DEFERRED SALARY) LEAVE PLAN (1988)

(hereafter referred to as the "plan")

WHEREAS:

- A. It is desired to establish for the benefit of employees of the Board a plan to enable them to fund leaves of absence from employment of not less than six consecutive months through deferral of salary on such terms as may be set out in this Plan;
- B. It is intended that this Plan qualifies as a "prescribed plan" within the meaning of Regulation 6801 of the Income Tax Act (Canada);

The following sets out the terms of the plan for eligible employees.

1. Definition Of Terms

- a. "Accrued interest" means the amount of interest earned in accordance with clause 3.c on the monies retained by the Board on behalf of the participant, calculated from: a) the first day any of such monies has been received by the eligible financial institution; or b) the last date to which interest has been paid in accordance with clause 3.e; whichever is later.
- b. "Agreement" means the collective agreement in force between the Board and the Association.
- c. "Committee" means the committee as defined pursuant to Article G.26.3.a of the Agreement.
- d. "Contract Year" means the 12-month period from July 1 to June 30.
- e. "Current Compensation Amount" means the total compensation payable by the Board to the participant for the current year, including his/her proper salary and all allowances in accordance with the Agreement.

- f. "Deferral Period" shall be the number of years, not to exceed six years, for which compensation is deferred in accordance with clause 3.a, including the years referred to in Articles 4.d and 4.e, if applicable.

NOTE: The original deferral period should not exceed five (5) years to allow for the possible application of Articles 4.d and 4.e.

- g. "Deferred Compensation Amount" means the portion of the current compensation amount which is retained by the Board for a participant in each year in accordance with clause 3.a and augmented from time to time by interest thereon calculated in accordance with clause 3.c but less all interest paid to the participant in accordance with clause 3.e.
- h. "Eligible Employee" means an employee on continuing appointment as defined in the Agreement.
- i. "Eligible Financial Institution" means any Canadian chartered bank, any trust company authorized to carry on business in the Province of British Columbia, and any credit union authorized to carry on business in the Province of British Columbia.
- j. "Leave of Absence" means the period described in clause 4.a.
- k. "Memorandum of Agreement" means the agreement between the employee and the employer. (See Appendix C.)
- l. "Participant" means an eligible employee whose application for participation in the Plan has been approved by the Superintendent in accordance with clause 2.b.

2. Application

a. Formal Application

In order to participate in the Plan, an eligible employee must make written application to the

Superintendent at least three months prior to the requested commencement of deferrals under the Plan or at a date otherwise agreed between the Board and the Association, stating the date when the eligible employee wishes the deferrals to commence.

b. Approval

The approval of each application made under clause 2.a shall rest in the sole discretion of the Superintendent. The Superintendent shall, at least one month prior to the requested commencement of deferrals under the Plan, or at a date otherwise agreed between the Board and the Association, advise each applicant of the disposition of his/her application. If the application has not been approved, the Superintendent shall provide an explanation in writing.

c. Date of Participation

If the Superintendent gives approval in accordance with clause 2.b, the participation of the eligible employee in the Plan will become effective on the date requested by the eligible employee, or, if such date is not agreed to by the Superintendent, another mutually agreed upon date.

3. Funding For Leave Of Absence

a. Compensation Deferred

During each year of the deferral period, the participant will receive his/her current compensation amount, less the percentage amount which the participant has specified in the Memorandum of Agreement and less statutory deductions and other withholdings.

The amount deferred is to be retained by the board.

b. Maximum Percentage Deferred

The percentage of the annual current compensation amount deferred by the participant cannot exceed 33 and 1/3%. The percentage amount may be varied by giving written notice to the board at least one month prior to July 1 in any year for the next or subsequent years.

c. Investment of Deferred Compensation

The monies retained by the Board for each participant, in accordance with clause 3.a, including interest thereon until paid out in accordance with clause 3.e, shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by an eligible financial institution.

The monies retained shall be forwarded to the eligible financial institution within 15 calendar days.

The Committee shall determine an eligible financial institution and, in making such determination, the Board, the Association and members of the Committee shall not be liable to any participant for any investments made in accordance with such determination.

d. Insolvency

In the event that any of the monies retained and invested pursuant to the terms of the Plan and lost by reason of insolvency of the eligible financial institution, the Board shall not be obliged to pay the participants any further amounts in respect to services provided during the deferral period.

e. Payment

The eligible financial institution shall pay the accrued interest on each December 31 to the participant.

f. Reporting to Participants

The Board shall make, no later than July 31 of each year, an annual report to each participant as to the deferred compensation amount held as at June 30.

4. Leave Of Absence

a. Minimum Length of Leave

The leave of absence shall be for not less than six consecutive months.

b. Manner of Payment During Leave

The time and manner of payment to the participant during the leave of absence shall be in accordance with a schedule determined by the participant prior to the commencement of leave. The employee shall not be paid more frequently than semi-monthly and all amounts payable shall be paid to the participant no later than the end of the first taxation year that commences after the end of the deferral period.

c. Amount of Payment During Leave

The total of the payments to be made to the participant in accordance with clause 4.b shall be the deferred compensation amount retained by the Board, less any monies required by law to be paid by the Board for or on behalf of a participant. The participant shall not receive any salary from the Board during the leave other than the deferred compensation amount.

d. Board's Right to Defer Leave

If the Board is unable to obtain a suitable replacement for a participant for the period of a leave of absence specified in the Memorandum of Agreement, the Board, upon not less than six months' notice prior to the scheduled date for the commencement of the leave, may in its discretion defer the leave of absence, on one occasion only, for one year. In such case, the participant may choose to remain in the Plan or may withdraw from the Plan.

e. Participant's Right to Defer Leave

Notwithstanding the period of leave specified in the Memorandum of Agreement, a participant may, upon not less than six months' notice prior to the scheduled date for the commencement of the leave, on one occasion only, and with the consent of the superintendent, postpone such leave for one year.

f. Leave to Follow Deferral Period

The leave of absence shall immediately follow the deferral period.

g. Return to Service

The participant shall return to service with the board, or with an employer that participates in the same or a similar plan, for a period of not less than the period of leave.

5. Withdrawal

a. Termination of Employment

A participant who ceases to be employed by the Board also terminates participation in the Plan.

b. Withdrawal from Plan

A participant may withdraw from the Plan upon giving written notice of withdrawal not less than six months prior to the date on which the leave of absence is to commence.

c. Payment

Upon termination of employment and/or withdrawal from the Plan, the Board shall pay to the participant the deferred compensation amount, including any unpaid interest, within 60 days or, at the option of the participant, at a later date but not later than the end of the first taxation year that commences after the end of the deferral period. Upon such payment being made, the board shall have no further liability to the participant.

d. Upon Death

The Board shall, within 60 days of notification of death of a participant, pay any deferred compensation amount retained at the time of death to the participant's estate, subject to the Board receiving any necessary clearances and proofs normally required for payment to estates.

6. Termination Or Amendment Of Plan

The plan may be amended or terminated by agreement between the Board and the Association.

7. Administration

The Board will bear the administrative expenses of the plan.

8. Other Matters

The matters of the composition of the Committee, the assignment on return from leave, and the provision of benefits during the leave shall be in accordance with the Agreement.

APPENDIX C

SELF-FUNDED (DEFERRED SALARY) LEAVE PLAN

Memorandum of Agreement

I have read and understand the terms and conditions of the Self-Funded Leave Plan and I agree to participate in the Plan under the following terms and conditions.

1. Commencement

My deferrals shall commence on _____, 20_____.

2. Number of Years of Participation

I shall participate in the Plan for _____ years (not to exceed five years), and my leave of absence shall immediately follow thereafter, subject to the provisions of paragraph 3 below.

3. Period of Leave

In accordance with clause 4.6 of the Plan, I shall take my leave of absence from _____, 20_____ to _____, 20_____, not to be less than six consecutive months) but shall have the right, in accordance with clause 4.e of the Plan, to postpone such leave for 12 months and the Board shall have the right, in accordance with clause 4.d of the Plan, to defer such leave for 12 months.

4. Funding of Leave of Absence

In accordance with clause 3.a of the Plan I, direct that the Board withhold ____% (not to exceed 33 and 1/3%) of my current compensation amount during my participation in the Plan. I understand that I may, by written notice given to the Board, one month prior to July 1 in any year, alter the percentage amount for the next or subsequent years.

5. Return to Service

I understand I must return to service with the Board or with an employer that participates in the same or a similar plan for a period of time not less than the period of leave.

Date: _____ Employee: _____

Date: _____ Superintendent: _____

APPENDIX D

GENERAL CRITERIA FOR TEACHER EVALUATION

The criteria to be used in assessing individual employee performance shall be consistent with the following general criteria:

1. Preparation And Planning

- a. The teacher shows evidence of planning by:
 - i. developing long range plans that adhere to provincially and locally determined curricula;
 - ii. developing and articulating short-term objectives;
 - iii. developing instructional strategies to meet those objectives;
 - iv. making allowances for individual differences and class characteristics;
 - v. reflectively reviewing long-term plans, short-term objectives and instructional strategies, with a view to accommodating changing needs.

2. Knowledge Of Subject Matter

- a. The teacher demonstrates knowledge of the subject matter being taught.
- b. The teacher endeavours to utilize current knowledge and instructional techniques appropriate to the curriculum/students he/she is assigned.

3. Instructional Process And Skills

- a. The teacher motivates, facilitates and encourages student learning by:
 - i. making students aware, on an on-going basis, of course and unit/sub-unit objectives;
 - ii. identifying and communicating teacher expectations of students;
 - iii. using a variety of human and material resources consistent with the curriculum;
 - iv. employing a variety of instructional strategies consistent with student abilities/learning styles;
 - v. presenting concepts and skills with consideration for individual differences;
 - vi. involving students in experiences and activities designed to develop skills and stimulate intellectual growth;

- vii. providing guided practice or assignments which utilize, reinforce, or expand upon the skills and concepts presented;
- viii. utilizing the result of student assessment/evaluation to generate on-going instructional strategies.

4. Classroom Management

- a. The teacher creates and maintains an environment conducive for learning to occur by:
 - i. developing positive rapport with students;
 - ii. encouraging students to assume responsibility for their own actions, to practice self-discipline, and to develop a positive self-concept;
 - iii. promoting positive relationships with and among students;
 - iv. demonstrating consistency, respect and fairness in dealing with students;
 - v. establishing consistent routines and clear expectations for student conduct appropriate to the activity;
 - vi. encouraging student on-task behaviour;
 - vii. ensuring that students understand and practice the proper use of equipment.

5. Classroom Environment

- a. The teacher creates a physical setting that facilitates learning by:
 - i. adjusting the physical environment and equipment to accommodate a variety of learning situations/styles;
 - ii. developing a positive classroom climate; e.g. curriculum-based displays, supplementary learning materials, student work, etc;
 - iii. attending to conditions that affect the health and the safety of students;

6. Student Assessment/Evaluation

- a. The teacher provides feedback on student progress by:
 - i. establishing specific procedures/criteria for assessing student performance using a variety of instruments which reflect practical skills, theoretical knowledge and take into account a wide range of abilities;
 - ii. communicating these procedures to students and parent/guardians;
 - iii. regularly assessing student progress and reporting same to the student;

- iv. evaluating student growth and achievement in relation to the articulated program goals, objectives and learning outcomes;
- v. maintaining accurate records of student achievement, attendance, and other assessment/evaluation data;
- vi. communicating, as necessary, with parents/guardians regarding student achievement.

7. Professional Relationships

- a. The teacher shows evidence of professional integrity by:
 - i. being available to students as a resource person for advice and assistance;
 - ii. speaking and acting toward students with respect and dignity, dealing judiciously with them, being always mindful of their rights and sensibilities;
 - iii. respecting the confidential nature of information concerning pupils, and providing same only to authorized persons or agencies directly concerned with their welfare;
 - iv. recognizing that a privileged relationship with pupils exists and not exploiting this relation for private advantage;
 - v. maintaining a positive professional rapport with colleagues and parents/guardians;
 - vi. participating in staff development and in school committees and activities, consistent with Article E.24.5.d of the Collective Agreement; and
 - vii. providing, when able, assistance in maintaining continuity of instructional programs when the teacher is absent.

FOR THE ASSOCIATION:

FOR THE BOARD:

APPENDIX E

SUPPLEMENTARY EMPLOYMENT BENEFIT PLAN
BETWEEN
BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 85 (VANCOUVER ISLAND NORTH)
AND
VANCOUVER ISLAND NORTH TEACHERS' ASSOCIATION

The parties have agreed to establish a Supplemental Employment Benefits Plan (the "Plan") as follows:

1. The objective of the Plan is to supplement the Employment insurance maternity benefits received by employees covered by this plan due to an interruption of earnings caused by pregnancy and childbirth.
2. The Plan covers all female employees of the Board of School Trustees of School District No. 85 (Vancouver Island North) (the "Board") who are in the bargaining unit represented by the Vancouver Island North Teachers' Association ("VINTA").
3. The number of employees covered by the Plan is approximately 95.
4. An employee is eligible to receive benefits under the Plan if the employee has applied for and is in receipt of Employment insurance maternity benefits (except during the two week Employment insurance waiting period) and is on pregnancy leave pursuant to the provisions of the Employment Standards Act or of the current collective agreement in force between the Board and VINTA.
5. An employee who is disentitled or disqualified from receiving Employment insurance maternity benefits, or ceases to receive Employment insurance maternity benefits is ineligible for benefits under the Plan. This paragraph does not render an employee ineligible for benefits under the plan during the two week waiting period for Employment insurance maternity benefits who is entitled and qualified to receive Employment insurance maternity benefits after that period.
6. Employees do not have a right to benefits under the Plan except for supplementation of Employment insurance maternity benefits for the unemployment period (including the two week waiting period) as specified in the Plan.
7. Benefits under the Plan shall only become payable upon presentation to the Board of documentation (such as a benefit stub) that the employee is in receipt of Employment insurance maternity benefits or is serving the two week Employment insurance waiting period.

8. The benefit level paid under the Plan is as follows:
 - a. The Board will pay to each employee who is eligible for benefits under the Plan:
 - i. 75% of the employee's regular weekly earnings during the two week Employment insurance waiting period; and
 - ii. during the period the employee is on maternity leave pursuant to the Employment Standards Act and is in receipt of Employment insurance maternity benefits, up to a maximum of 15 weeks, the difference between the amount of Employment insurance benefits plus any other earnings received by the employee and 75% of the employee's regular weekly earnings;
 - b. In any week covered by subparagraph (a)(ii), the total amount of benefits payable under the Plan, Employment insurance benefits and any other earnings received by the employee shall not exceed 75% of the employee's regular weekly earnings.
 - c. Benefits under the Plan are not payable during the months of July and August.
9. Benefits under the Plan are payable for a maximum of seventeen weeks (inclusive of the two week Employment insurance waiting period) for any one pregnancy.
10. The employee must immediately advise the Board of earnings received from any other source while in receipt of benefits under the Plan.
11. In the event an employee who is in receipt of Employment insurance maternity benefits has an annual income in excess of the payment threshold established from time to time pursuant to the Employment Insurance Act, the Board is under no obligation to reimburse the employee for any amount the employee is required to pay to the Receiver General of Canada.
12. The Board will inform HRDC of any changes to the Plan within thirty days of the effective date of the change.
13. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.
14. Payments under the Plan must be financed by the employer and the employer must keep separate accounts of those payments.

Dated in Port Hardy, B.C. this ____ day of _____, 1991.

FOR THE ASSOCIATION:

FOR THE BOARD:

APPENDIX F

WORKERS COMPENSATION ACT

http://www.qp.gov.bc.ca/statreg/stat/W/96492_00.htm

OCCUPATIONAL HEALTH AND SAFETY REGULATION

http://www.qp.gov.bc.ca/statreg/reg/W/WorkersComp/WorkComp296_97/296_97_00.htm

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