

COLLECTIVE AGREEMENT

A WORKING DOCUMENT

- BETWEEN -

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION /
THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 87 (STIKINE)
(The "Employer")**

AND

**BRITISH COLUMBIA TEACHERS' FEDERATION /
STIKINE TEACHERS' ASSOCIATION
(The "Local")**

Effective July 1, 2006 to June 30, 2011

AS IT APPLIES IN S.D. #87 (Stikine)

Please note: This document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between BCTF and BCPSEA under the Public Education Labour Relations Act, as those terms and conditions are applicable to School District No. 87 (Stikine). In the event of dispute, the original source documents would be applicable.

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PREAMBLE

It is recognized that it is in the best interests of both parties, as well as those served by the school system, that harmonious relations and settled conditions of employment be maintained.

This agreement recognizes that the School Board and the Local will maintain an effective working relationship to provide the highest quality of educational service possible. It is further recognized that it is in the mutual interest of the School Board and the Local to provide for the effective 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.

DEFINITIONS

A "teacher" means a person holding a valid and subsisting certificate of qualification issued by the British Columbia College of Teachers, who is appointed or employed by the board to give tuition or instruction in a public school or to provide other educational services to the board, and includes a person to whom the British Columbia College of Teachers issues a letter of permission for teaching, but does not include a person appointed by a board as Superintendent of Schools, Assistant Superintendent of Schools, Director of Instruction, Principal or Vice Principal.

A "continuing" teacher shall mean a teacher on a continuing contract until:

- a. the teacher has been dismissed as per this agreement, or
- b. the contract has been terminated as per this agreement, or
- c. the teacher ceases to be a member of the British Columbia College of Teachers.

A "part-time" teacher is defined as a teacher teaching less than a 1.0 F.T.E. assignment.

A "temporary" teacher shall mean a teacher employed on a temporary appointment in accordance with Article C.25 (Temporary Teachers' Employment Rights).

A "Teacher on Call" shall have the same meaning in this collective agreement effective July 01, 1992 and for subsequent years, as the terms "Teacher on Call" or "Substitute" had in the contract expiring June 30, 1992 and it is the understanding of both parties that no additional benefit is to be conferred on Teachers on Call as a result of the change in term.

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 [The Board of Trustees for School District No. 87 (Stikine)] in each district recognizes the local [Stikine Teachers' Association] as the teachers' union for the negotiation in that district [School District No. 87 (Stikine)] of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district [School District No.87 (Stikine)] 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 [Stikine Teachers' Association], subject to Article A.3.2.
2. Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective local in accordance with this Collective Agreement.

ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION

1. The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.
2. At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.
3. The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
4. The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.
5. The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

ARTICLE A.5 COMMITTEE MEMBERSHIP

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee, and the local shall appoint the representatives.
3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.1 and A.5.2 above, in order to attend meetings that occur during normal instructional hours. Teacher on call costs shall be borne by the employer.

4. When a teacher on call is appointed to a committee referred to in Article A.5.1 and A.5.2 above, and the committee meets during normal instructional hours, the teacher on call shall be paid pursuant to the provisions in each district respecting Teacher on Call Pay and Benefits. A teacher on call attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the teacher on call shall receive a full day's pay.

ARTICLE A.6 GRIEVANCE PROCEDURE

1. Preamble

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

Steps in Grievance Procedure

2. Step One

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

3. Step Two

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

4. Step Three

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

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

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

5. Omitting Steps

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

6. Referral to Arbitration: Local Matters

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

7. Referral to Arbitration: Provincial Matters

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF or BCPSEA where applicable may refer a "provincial matters grievance," as defined in Appendix 1 and Addenda, to arbitration within a further fifteen (15) working days.

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

8. Arbitration (Conduct of)

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

- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

9. General

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

ARTICLE A.7 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

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

reimburse the employer for the salary costs of any teacher employed to replace a teacher granted leave.

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

ARTICLE A.8 LEGISLATIVE CHANGE

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

ARTICLE A.20 CONTRACTING OUT

1. The Board shall not contract out duties that would normally and regularly be performed by a teacher.
2. The Local and the Board recognize that the educational needs of the District may be met by offering locally based programs which shall be supervised by a teacher or an Administrator.
3. Supervision of locally based programs by teachers shall be by mutual agreement between the teacher and the Administrator.

ARTICLE A.21 MANAGEMENT RIGHTS

1. Subject to the provisions of this agreement, the Local recognizes the right and responsibility of the Board to manage, operate, and direct the School District. The Board shall perform its functions in a fair, just and reasonable manner.

ARTICLE A.22 PRESIDENT'S RELEASE TIME

1. The Local shall advise the Board of the name of the upcoming Local President by June 1 of each year. The Board hereby agrees to release the President of the Local from teaching duties for the school year.
2. The Board will continue to pay the President his/her salary and allowance and to provide benefits as specified in this agreement. The Local will reimburse the Board for all such salary, allowance and benefit costs, including Teacher Pension Plan Contributions, upon receipt of a monthly statement.
3. For the purposes of pension, experience, sick leave, and seniority, the President shall be deemed to be in the full employ of the Board.
4.
 - a. The teacher returning to full teaching duties shall be assigned the same position within the same school.
 - b. If the same position does not exist, the Principal / Vice Principal, in consultation with the teaching staff of the school and the returning teacher, shall develop a teaching assignment for the returning teacher which includes any remaining elements of the position previously held.
5. The release time is dependent upon the availability of a suitable replacement with the necessary qualifications. "Necessary qualifications" and judgement of the educational situation for the school shall be decided by the Superintendent of Schools in consultation with the Principal / Vice Principal of the respective school.

ARTICLE A.23 LEAVES FOR LOCAL BUSINESS

1. An employee covered by this agreement shall be entitled to leaves of absence with full pay and benefits from teaching duties in order to carry out Local business. Local business, for the purpose of this Article, means business on behalf of the Stikine Teachers' Association, the B.C. Teachers' Federation, the BC College of Teachers' or the Canadian Teachers' Federation.
2. The Local will reimburse the Board for the full cost of any Teacher on Call required while the teacher is on Local business as defined in Article A.23.1.
3. The Local may utilize a maximum of forty-five (45) days leave in any one school year exclusive of leaves for contract negotiations.

4. a. In the event that an employee covered by this agreement is elected, appointed or seconded to a professional body, as outlined in Article A.23.1, leave of absence without pay and benefits shall be granted for the duration of those duties, providing ninety (90) days notice in writing is given to the Board. For the purposes of pension, experience, sick leave and seniority the employee shall be deemed to be in the full employ of the Board. Such leave shall be provided only if there is no cost to the Board.
- b. The employee shall be entitled, on written notice to the Board, at least ninety (90) days prior to the intended day of return, to employment with the Board and shall be entitled to the same position within the school.

- c. If the same position does not exist, the Principal / Vice Principal, in consultation with the teaching staff of the school and the returning teacher, shall develop a teaching assignment for the returning teacher which includes any remaining elements of the position previously held.
5. Leaves in excess of forty-five (45) days shall be granted provided the Local reimburses the Board for the full cost of pay and benefits for any teacher on such approved leave.

ARTICLE A.24 LEAVE FOR LOCAL CONTRACT NEGOTIATIONS

1. Release time with pay and benefits shall be provided for up to a maximum of four (4) members of the Local in order to enter into negotiation discussions with the Board. Such leave shall not exceed twelve (12) days per person for each negotiated contract. A member of the Local replacing a member of the Negotiation Committee shall be eligible for the balance of the leave not used by the member being replaced. No more than two (2) members may come from the same school.
 - a. The cost of the Teachers on Call required for leaves approved under this article shall be borne equally between the Board and the Local.
 - b. The Board may approve days in excess of the twelve (12) provided for in this article. The Local shall reimburse the Board for the full cost of pay and benefits.
2. Under normal circumstances the employee shall request such leaves at least three (3) days in advance of the discussions.

ARTICLE A.25 SCHOOL STAFF COMMITTEES

1. The teaching staff of each school shall have the right to form a staff committee. The decision to form a school staff committee shall be done by the teaching staff in a meeting without the presence of the Principal / Vice Principal.
2. The teaching staff, including the school Principal or Vice Principal, shall elect the school staff committee.
3. The school Principal or Vice Principal shall attend all School Staff Committee Meetings.
4. The School Staff Committee shall operate in a professional, democratic, and consultative manner. They may study and make recommendations on educational matters and matters relating to the operation of the school. Consultation on such matters may be initiated by either the teaching staff or the administration.
5. A Chairperson shall be elected from the Staff Committee. The Chairperson shall publish an agenda prior to meetings, and see that minutes are kept and distributed to the staff and Principal / Vice Principal(s) of the school.

6. The Principal shall consider and respond to all recommendations made by the Staff Committee within seven (7) calendar days.

ARTICLE A.26 USE OF SCHOOL FACILITITES

1. Subject to the availability of space and the approval of the appropriate Principal / Vice Principal, representatives of the Local shall have the right to transact Local business on school property without charge.
2. The Local shall pay for all consumable items used and cover any additional costs incurred as a result of their use of the facility.

ARTICLE A.27 BULLETIN BOARDS

1. The Local shall have the right to post notices related to matters of the Local's concern on staff room bulletin boards at each school.

ARTICLE A.28 INTERNAL MAIL

1. The Local shall have reasonable access to the district mail service and employee school mail boxes, free of charge, for communication to Local members.

ARTICLE A.29 SHARING OF INFORMATION

1. The Board, upon written request by the Local and within ten (10) working days, agrees to furnish to the Local or its designated representative the following information:
 - a. public information concerning the financial resources of the district;
 - b. other public information that may be used in negotiations and processing grievances;
 - c. such other information that is normally made available to the public.
2. The Board shall provide the Local with a list of members of the Local including grid placement, seniority, F.T.E. and appointment. This information shall be provided to the Local by October 15 in each year of the contract, or within two (2) weeks of appointment in the case of new teachers hired after October 15.
3. The Local shall be notified within a reasonable time of all transfers, resignations, retirements, employee deaths, discharges, Local job postings and appointments.
4. The Board shall provide the President of the Local with the agenda and attachments of all public meetings, and shall provide within a reasonable time the minutes of such meetings.

ARTICLE A.30 PICKET LINE PROTECTION

1. All employees covered by this Agreement shall have the right to refuse to cross a legally constituted picket line as defined under the *Labour Relations Code*. For the purpose of this Article, a picket line shall be considered legal until declared illegal by the Labour Relations Board of British Columbia.
2. Any employee failing to report for work for this reason under this clause shall be considered absent without pay and shall have his/her salary deducted at the daily rate.
3. The Board shall not request, require nor direct teachers covered under this Agreement to work or carry out duties normally performed by employees engaged in a legally constituted strike or lock out.
4. Failure to cross a legally constituted picket line shall not be considered a violation of this Agreement, nor shall it be cause for disciplinary action.
5. In the event that a legally constituted picket line prevents a teacher from carrying out normal duties, the teacher shall contact the Principal of the school as soon as possible and advise that he does not intend to cross the picket line.

ARTICLE A.31 COPY OF AGREEMENT

1. The Board shall provide every member of the Bargaining Unit with a copy of this Agreement at the conclusion of negotiations. New employees shall be provided with a copy of this Agreement at the time of appointment.

ARTICLE A.32 STAFF ORIENTATION

1. All employees new to the staff of the Board shall receive, within the first thirty (30) working days of commencing duties, an orientation provided by the Board. The orientation shall acquaint employees with the basic operation of the School District and the school.
2. The Local shall acquaint the employee with the rights and responsibilities of the Collective Agreement.

ARTICLE A.33 RIGHT TO REPRESENTATION

1. A representative of the Local may attend a meeting between a member of the Local and an Administrator of the Board if the member, Administrator, or the Board believes a representative should be present.

ARTICLE A.34 EXPEDITED ARBITRATION

1. Any grievance that has not been resolved prior to arbitration may be referred to expedited arbitration pursuant to A.6.6 and A.6.7, by the party originating the grievance within forty-five (45) days of the step 3 of grievance committee decision.
2. All grievances except the following may be referred by the party originating the grievance to expedited arbitration:
 - a. dismissals;
 - b. suspensions in excess of 20 days;
 - c. policy or general grievances.
3. By mutual written agreement between the parties, a grievance falling into the categories in Article A.34.2 may be referred to expedited arbitration.
4. A single arbitrator shall be selected from the list of trouble shooters in Article A.34.8 and shall be done so on a rotational basis.
5. Within twenty-eight (28) days of the grievance being referred to expedited arbitration, the arbitrator shall hear the grievance and shall render a written decision with five (5) days.
6. 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.
7. The parties agree to share equally the costs of the fees and expenses of the arbitrator and shall be responsible for all expenses incurred to represent their own position.
8. The list of Troubleshooters is as follows:
 - a. Emily Burke
 - b. Robert Deibolt
 - c. John Hall
 - d. John Kinzie
 - e. Wayne Moore
 - f. Bob Pekeles
 - g. John Steeves
 - h. Christopher Sullivan
 - i. Colin Taylor

ARTICLE A.35 EXCLUSION FROM THE BARGAINING UNIT

1. The Board shall notify the Local of all new teaching positions offered in the district and submit to the Local a written job description of the new position(s).
2. Newly created teaching positions shall be included in the bargaining unit unless the position is excluded by mutual agreement.

SECTION B SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 SALARY

1. The April 1, 2006 Harmonized salary grids in the Local Agreement have been amended to reflect to following general increases to salary:
 - a. Effective July 1, 2006: 2.5% increase
 - b. Effective July 1, 2007: 2.5% increase
 - c. Effective July 1, 2008: 2.5% increase
 - i. Effective July 1, 2008, the salary grid maximum salaries at categories 4, 5, 5+ and 6 will be amended in accordance with Letter of Understanding No. 11 - 2008 Salary Harmonization.
 - d. Effective July 1, 2009: 2.5% increase
 - e. Effective July 1, 2010: 2.0% increase
2. The following allowances shall be adjusted in accordance with the above increases:
 - a. Department head
 - b. Positions of Special Responsibility
 - c. First Aid
 - d. One Room School
 - e. Isolation and Related Allowances
 - f. Moving/Relocation
 - g. Recruitment & Retention
3. The following allowances shall not be adjusted by the above increases:
 - 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. Salary Grids

July 1, 2006:

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 47,300	\$ 50,937	\$ 53,488	\$ 54,384
1	\$ 49,168	\$ 53,064	\$ 55,869	\$ 56,830
2	\$ 51,036	\$ 55,194	\$ 58,249	\$ 59,276
3	\$ 52,903	\$ 57,324	\$ 60,630	\$ 61,721
4	\$ 54,771	\$ 59,455	\$ 63,010	\$ 64,167
5	\$ 56,640	\$ 61,585	\$ 65,391	\$ 66,612
6	\$ 58,508	\$ 63,713	\$ 67,771	\$ 69,058
7	\$ 60,374	\$ 65,845	\$ 70,152	\$ 71,503
8	\$ 62,242	\$ 67,972	\$ 72,532	\$ 73,949
9	\$ 64,113	\$ 70,103	\$ 74,913	\$ 76,394
10	\$ 65,978	\$ 72,233	\$ 77,293	\$ 78,840

July 1, 2007:

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 48,482	\$ 52,211	\$ 54,825	\$ 55,744
1	\$ 50,397	\$ 54,391	\$ 57,265	\$ 58,251
2	\$ 52,312	\$ 56,574	\$ 59,705	\$ 60,757
3	\$ 54,226	\$ 58,757	\$ 62,145	\$ 63,264
4	\$ 56,140	\$ 60,942	\$ 64,585	\$ 65,771
5	\$ 58,056	\$ 63,125	\$ 67,025	\$ 68,277
6	\$ 59,971	\$ 65,306	\$ 69,465	\$ 70,784
7	\$ 61,883	\$ 67,491	\$ 71,905	\$ 73,291
8	\$ 63,798	\$ 69,671	\$ 74,346	\$ 75,798
9	\$ 65,716	\$ 71,855	\$ 76,786	\$ 78,304
10	\$ 67,628	\$ 74,039	\$ 79,226	\$ 80,811

July 1, 2008:

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 49,694	\$ 53,516	\$ 56,196	\$ 57,138
1	\$ 51,657	\$ 55,751	\$ 58,697	\$ 59,707
2	\$ 53,619	\$ 57,988	\$ 61,198	\$ 62,276
3	\$ 55,582	\$ 60,226	\$ 63,699	\$ 64,846
4	\$ 57,544	\$ 62,465	\$ 66,200	\$ 67,415
5	\$ 59,508	\$ 64,703	\$ 68,701	\$ 69,984
6	\$ 61,470	\$ 66,938	\$ 71,202	\$ 72,554
7	\$ 63,430	\$ 69,178	\$ 73,703	\$ 75,123
8	\$ 65,393	\$ 71,413	\$ 76,204	\$ 77,692
9	\$ 67,358	\$ 73,652	\$ 78,705	\$ 80,262
10	\$ 71,398	\$ 78,166	\$ 83,642	\$ 85,316
Benefit From LOU No. 12 Teacher Supply and Demand Initiatives				
2.5% increase:	\$ 69,318	\$ 75,890	\$ 81,206	\$ 82,831
3.0% per LOU No. 12:	3.00%	3.00%	3.00%	3.00%
Step 10 at July 1, 2008	\$ 71,398	\$ 78,166	\$ 83,642	\$ 85,316

July 1, 2009:

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 50,937	\$ 54,854	\$ 57,601	\$ 58,566
1	\$ 52,949	\$ 57,144	\$ 60,164	\$ 61,200
2	\$ 54,960	\$ 59,438	\$ 62,728	\$ 63,833
3	\$ 56,971	\$ 61,732	\$ 65,292	\$ 66,467
4	\$ 58,982	\$ 64,027	\$ 67,855	\$ 69,100
5	\$ 60,996	\$ 66,320	\$ 70,419	\$ 71,734
6	\$ 63,007	\$ 68,612	\$ 72,982	\$ 74,368
7	\$ 65,016	\$ 70,908	\$ 75,546	\$ 77,001
8	\$ 67,028	\$ 73,198	\$ 78,109	\$ 79,635
9	\$ 69,042	\$ 75,493	\$ 80,673	\$ 82,268
10	\$ 73,183	\$ 80,120	\$ 85,733	\$ 87,449

July 1, 2010:

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 51,955	\$ 55,951	\$ 58,753	\$ 59,737
1	\$ 54,008	\$ 58,287	\$ 61,368	\$ 62,424
2	\$ 56,059	\$ 60,627	\$ 63,983	\$ 65,110
3	\$ 58,111	\$ 62,966	\$ 66,597	\$ 67,796
4	\$ 60,162	\$ 65,307	\$ 69,212	\$ 70,482
5	\$ 62,216	\$ 67,647	\$ 71,827	\$ 73,169
6	\$ 64,267	\$ 69,984	\$ 74,442	\$ 75,855
7	\$ 66,316	\$ 72,326	\$ 77,057	\$ 78,541
8	\$ 68,368	\$ 74,662	\$ 79,671	\$ 81,227
9	\$ 70,423	\$ 77,003	\$ 82,286	\$ 83,914
10	\$ 74,647	\$ 81,723	\$ 87,448	\$ 89,198

ARTICLE B.2 TEACHER ON CALL PAY AND BENEFITS

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

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

Local Provisions:

7. A Teacher on Call shall receive consideration for this Article only if they meet the following criteria:
- a. Possess a valid current teaching certificate for the Province of B.C.
 - b. Possess documentation indicating that their qualifications and experience has been reviewed and accepted by the Teacher Qualification Service.
 - c. Maintain current membership in the Stikine Teachers' Association.
8. Pay pursuant to B.2.6.a and b shall be prorated if less than a full day is worked.
9. Where a school has a long extended day with a shortened work week a Teacher on Call shall be paid at a daily rate of:
- a. Effective July 1, 2006 \$216.17
 - b. Effective July 1, 2007 \$221.58
 - c. Effective July 1, 2008 \$227.12
 - d. Effective July 1, 2009 \$232.79
 - e. Effective July 1, 2010 \$237.45

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

PCA Article B.3 does not apply in School District No. 87 (Stikine).

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. [Applicable in S.D. No. 87]
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2. [Not applicable in S.D. No. 87]
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.

6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
 - a. between September 1 and September 30 or December 15 and January 15 in any school year;
 - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

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

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

1. Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
2. A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
3. An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of her/his intention to participate in the Plan by September 30th. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to clause 5 of this Article.

4. An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
5. Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
6. Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
7. An employee's accumulation in the Plan including her/his interest accumulation to March 31st shall be paid in equal installments on July 15 and August 15.
8. Notwithstanding clause 7 of this article, interest earned by the Plan for the period September 1, 2006 to August 15, 2008 shall be retained by the employer. Thereafter, interest earned by the Plan in the months of April through August shall be retained by the employer.
9. The employer shall inform employees of the Plan at the time of hire.
10. Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

ARTICLE B.9 PAY PERIODS

Article B.9.1 through B.9.3 does not apply in School District No.87 (Stikine).

Local Provisions:

4. Teachers shall be paid in semimonthly installments. The mid- month payment shall be paid on the last teaching day closest to the 15th (fifteenth) of the month. The month end payment shall be paid on the last teaching day closest to the end of the month.
5. The Board shall allow a teacher to deposit their net pay into two accounts based on a percentage of net pay. The Board and the Local agree that this will allow teachers to set aside money for the summer months.
 - a. The Board shall deposit all salary payments to the individual teacher's account in the bank of their choice.
 - b. Employees who elect a bank other than the Royal Bank of Canada may receive their deposit three days later than provided in Article B.9.4.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

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

Effective July 1, 2006 - 47 cents/kilometer

Effective July 1, 2007 - 48 cents/kilometer

Effective July 1, 2008 - 49 cents/kilometer

Effective July 1, 2009 - 50 cents/kilometer

2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use his/her personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.

PCA Article B.10.4 and B.10.5 do not apply in School District No. 87 (Stikine).

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

ARTICLE B.11 BENEFITS

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

Local Provisions:

2. General Benefits
 - a. The Board shall provide each teacher with an application or enrollment form for participation in the medical, dental, extended health and group life insurance benefit plans. In the event a teacher does not wish to participate in any particular benefit plan where opting out is an option, the application or enrollment form must be so noted by the teacher and kept on file by the Board.
 - b. The Board shall provide upon request information to teachers regarding the various benefit plans.
 - c. It is understood that the benefits described in Articles B.11.3.a, B.11.3.b, B.11.3.c, B.11.3.d also apply to all dependents of the teachers.

3. Benefits

- a. Medical Services - for full-time teachers the Board shall pay 100% of the cost of the medical services provided by M.S.P. under the British Columbia Medical Plan.
- b. Extended Health Benefits - for full-time teachers the Board shall pay 100% of the cost of an Extended Health Benefits plan. This clause includes the transportation and per diem rider as well as an eyeglass option.
- c. Dental Plan Benefits - for full-time teachers the Board will pay 100% of the cost of a Dental Plan A (100% payment of claims), Plan B (50% payment of claims) and Plan C (50% of claims for orthodontic work for teachers' children up to the age of 20, to a lifetime maximum of \$1,250.00). Participation in the plan shall be a condition of employment for all teachers hired after January 1, 1978, unless they provide proof of coverage under another dental plan.
- d. Part-time teachers who require coverage of Medical, Dental or Extended Health Benefits should make individual requests to the Secretary Treasurer. Payments for benefits for part-time teachers will be on a pro rata basis as per their current F.T.E.
- e. Group Life Insurance - participation in a Group Life Insurance Plan shall be a condition of employment for all teachers hired after January 1, 1978. The Board shall pay 100% of the premium.
- f. Optional Life Insurance - the Board shall administer the B.C.T.F. optional term Life Insurance Plan and deduct a monthly premium from the salary of each teacher participating in the plan. Premiums shall be paid fully by the participating teacher.
- g. By October 15 of each year the Board shall make available, in each school, a detailed and complete statement of the exact coverage provided for in this Article. In addition the Board shall also provide each teacher with a statement of benefits and the monthly cost to the employee.
- h. In the event that the Board changes carriers there shall be no reduction in coverage unless mutually agreed upon between the Board and the Local.

4. Death Benefits

- a. The Board shall pay a benefit to the widow/widower/estate of a teacher who dies while in the employ of the Board.
- b. The benefit is payable only if the deceased teacher has been employed by the Board for a period of six (6) school months.

- c. The benefit shall consist of one tenth (1/10) of annual salary being earned by the teacher at the time of his/her death, plus a sum equal to 50% of the teacher's accumulated sick leave up to a maximum of fifteen (15) days. The accumulated sick leave shall be prorated at a daily rate of 1/200th of the annual salary being earned by the teacher at the time of his/her death.
- d. The death benefit shall be a payment above and beyond the normal salary and benefits due to the teacher up to the day of his/her death.

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

1. Eligibility for Category 5+

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

2. Criteria for Category 5+

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

3. Salary Rate Calculation

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

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

Transition Process

Note 1:

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

Note 2:

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

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

ARTICLE B.20 INITIAL PLACEMENT

1. The placement of each teacher upon the schedule shall be in accordance with the teacher's qualifications as most recently determined by the BC College of Teachers and the Teacher Qualification Service and in accordance with experience.
2. While awaiting such confirmation, salary payments shall be at the level tentatively accepted by the Board at the time of appointment and indicated in the offer of appointment. In the month following submission of confirmation appropriate adjustments will be made, retroactive to the time of initial appointment.

3. Teachers new to the District shall have three (3) months following commencement of employment to submit necessary proof of salary placement. Where proof of qualifications is not provided within the three (3) months, the teacher shall revert to his/her highest established level. Where proof of qualification is subsequently submitted after the deadline, the new placement on scale shall be made effective the beginning of the month in which the proof of qualifications was submitted.
4. Extension to the time limit shall be made where it can be demonstrated that an undue delay in processing of documents has occurred. The Board shall advise the employee when documentation has not been received.
5. Persons holding Letters of Permission (LP) whose years of preparation can be equated to years of university training shall be paid as if in a salary category next below that which would apply.
6. Persons holding Letters of Permission (LP) whose years of preparation cannot be equated to years of university training shall be paid as if in a salary category which will provide a salary appropriate to their teaching function as determined by the Superintendent. Placement shall not exceed Category 4/PC of this Agreement.

ARTICLE B.21 CATEGORY 5 (PB+15)

[Effective September 1, 2007, B.21.1 of this Article is replaced by PCA Article B.12. See also Letter of Understanding No. 14 for Transitional Provisions.]

1. A teacher shall be placed on category 5 (PB+15) if he meets the following conditions:
 - a. Fifteen (15) units must be completed at a recognized university following the completion of a five (5) year degree granting program. Nine (9) units must be at the 300 level or above and six (6) units must be at the 400 level or above;
 - b. The units must not have been used to obtain present or prior T.Q.S. certification;
 - c. The courses taken must be related to programs in the B.C. school system.
2. Upon written application and proof of completion of a program as described in Article B.21.1 or Article B.12, the teacher shall be placed on Category 5 (PB+15) retroactive to the first (1st) of the month in which the application and proof of completion was submitted.

ARTICLE B.22 POSITION ON GRID

1. No teacher shall have his/her position on the salary grid altered to a lower step or category as a result of the implementation of this collective agreement.

ARTICLE B.23 EXPERIENCE RECOGNITION

1. Full experience shall be granted to teachers who have had teaching experience in public schools or related educational services on a full time basis to a school district in Canada, U.S.A. or Commonwealth countries and private, vocational or parochial schools subject to government inspection in Canada, Department of National Defense and schools while on an approved exchange.
2. By October 15th (fifteenth) of each year the Board shall furnish to each teacher a statement of his/her category and experience as recognized by School District #87 for salary purposes.
3. Teachers appointed as part-time teachers shall accumulate experience credit proportionate to the percentage of time they are employed. Part-time experience credit shall be equated to full time experience by multiplying the fractional assignment by the number of months worked. e.g. $0.6 \times 8 = 4.8$ full months.

ARTICLE B.24 INCREMENTS

1. Provided a teacher has not reached maximum salary in accordance with the Salary Schedules, increments shall be effective on the first day of the month following such time as the total number of full time equivalent months divided by ten (10) equals a whole number.

ARTICLE B.25 PART-TIME TEACHERS' PAY AND BENEFITS

1. Part-time teachers shall be paid on a pro rata basis as per their current F.T.E.
2. Part-time teachers who require coverage of Medical, Dental, or Extended Health Benefits shall make individual requests to the Secretary Treasurer. Payments for benefits for part-time teachers will be on a pro rata basis as per their current F.T.E.

ARTICLE B.26 PRINCIPAL'S DESIGNATE

1. In each school the Principal shall advertise for a five day period, the position of Principal's Designate and recommend to the Board an appointment.
2. While acting as Principal's Designate, the teacher is covered by all terms and conditions of this Agreement.
3. If it is known that the Principal is to be absent longer than three (3) consecutive working days, the Board shall provide a Teacher on Call for the Principal's Designate, equivalent to the time allocated to the Principal for administrative duties, up to a maximum of 0.5 F.T.E., starting on the first day.

4. Teachers appointed as the Principal's Designate shall be paid an honorarium each school year which they act in this capacity. Each Principal's Designate shall be paid a base annual honorarium and shall receive an additional annual honorarium per F.T.E. teacher assigned to their school as of September 30th of the school year.

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
Annual Honorarium:	\$ 418.20	\$ 428.66	\$ 439.37	\$ 450.36	\$ 459.36
Additional Annual Honorarium (per FTE teacher):	\$ 20.91	\$ 21.43	\$ 21.97	\$ 22.52	\$ 22.97

ARTICLE B.27 ISOLATION ALLOWANCE

1. An isolation allowance shall be paid semi-monthly to each teacher, as per their current F.T.E., at the following locations:

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
Telegraph Creek:	\$ 138.27	\$ 141.73	\$ 145.27	\$ 148.90	\$ 151.88
Atlin:	\$ 65.09	\$ 66.71	\$ 68.38	\$ 70.09	\$ 71.49
Dease Lake:	\$ 58.29	\$ 59.75	\$ 61.24	\$ 62.77	\$ 64.03
Lower Post:	\$ 53.59	\$ 54.93	\$ 56.30	\$ 57.71	\$ 58.86

ARTICLE B.28 MOVING RELOCATION ALLOWANCE

1. The Board shall assist teachers moving into School District #87 by paying allowances up to a maximum per household, as follows:

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
Maximum per household:	\$1,537.50	\$1,575.94	\$1,615.34	\$1,655.72	\$1,688.83

2. The allowances in Article B.28.1 are to be paid on the following basis:

- a. Teachers newly appointed to the District:
- i. Within twenty (20) working days of the teacher's commencement of duty the Board shall pay an allowance per household, as follows:

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
	\$1,025.00	\$1,050.63	\$1,076.89	\$1,103.81	\$1,125.89

- ii. At the end of two (2) years continuous employment the Board shall pay an allowance to each household, as follows:

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
	\$ 512.50	\$ 525.31	\$ 538.45	\$ 551.91	\$ 562.94

- iii. If the teacher resigns during the first year of the appointment, 1/10 of the allowance paid pursuant to B.28.2.a.i shall be deducted from the teacher's final pay cheque for each complete month of the year not worked.

3. Teachers moving in-district because of a district-initiated transfer:

- a. These teachers shall be paid an allowance (per household) on the following basis:

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
Transfer Distance:					
Less than 200 km	\$ 358.75	\$ 367.72	\$ 376.91	\$ 386.33	\$ 394.06
200 to 350 km	\$ 512.50	\$ 525.31	\$ 538.45	\$ 551.91	\$ 562.94
Greater than 350 km	\$ 768.75	\$ 787.97	\$ 807.67	\$ 827.86	\$ 844.42

ARTICLE B.29 LONG SERVICE

- Teachers who are in the continuous employment of the School District for a period of four (4) years shall receive one half (1/2) an increment above that normally paid.
- Teachers who are in the continuous employment of the School District for a period of eight (8) years shall receive one (1) increment above that normally paid.
- For the purpose of this Article, continuous employment shall mean the number of years employment of the teacher dating from the most recent starting date in the School District and shall include all leaves within that period.
- Part-time teachers who are in the continuous employment of the School District shall have their years of employment prorated.

ARTICLE B.30 TRAVEL ALLOWANCE

- A 1.0 F.T.E. teacher shall be eligible for a travel allowance for himself/herself and his/her dependents. A dependent spouse is one who is employed for fifty percent (50%) or less and/or who does not receive a travel allowance from some other source. A dependent child is a natural or adopted preschool child, a natural or adopted child attending elementary or secondary school. All dependents must reside north of the 57th parallel to qualify for an allowance.

2. A part-time teacher shall have his/her travel allowance pro-rated for himself/herself as per his/her current F.T.E.
3. A teacher teaching less than full time, who is the spouse of a full time teacher, shall receive full travel benefits as a dependent spouse.
4. Travel allowances shall be paid in semi-monthly installments to each teacher based on the following annual rates:

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
Employee:	\$1,568.25	\$1,607.46	\$1,647.64	\$1,688.83	\$1,722.61
Dependent Wife / Husband:	\$1,322.56	\$1,355.62	\$1,389.51	\$1,424.25	\$1,452.73
Dependent Child over 12:	\$1,322.56	\$1,355.62	\$1,389.51	\$1,424.25	\$1,452.73
Dependent Child over 2 & under 12:	\$1,129.14	\$1,157.37	\$1,186.30	\$1,215.96	\$1,240.28

5. Teachers shall be responsible for notifying the district office upon any change in dependent status. Such changes will be retro-active to the first day of the pay period in which it is received.

ARTICLE B.31 FIRST AID

1. The Board shall pay an allowance per annum to a teacher holding a valid Industrial First Aid certificate and acting as the designated First Aid attendant in each school. The First Aid attendant shall be designated by the Principal of the school by September 15th in each year.

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
Allowance per annum:	\$ 209.10	\$ 214.33	\$ 219.69	\$ 225.18	\$ 229.68

ARTICLE B.32 PART MONTH PAYMENTS AND DEDUCTIONS

1. The rate of deduction for a day without pay shall be 1/194 (one hundred ninety fourth) of the total current annual salary of the teacher. The same rate will be applied if a teacher works additional days beyond the school year with Board approval.
2. A teacher shall be paid 1/10 (one tenth) of the total current annual salary in respect to each month in which the teacher works all prescribed days or is eligible for sick leave or other approved leave with pay for that month.

3. A teacher who commences their employment with the Board part way through any teaching month shall be paid in accordance with 1/10 of their annual salary minus the rate of deduction for a day without pay as per Article B.32.1.

ARTICLE B.33 BOARD REMITTANCE OF COLLEGE FEES

1. The Board shall remit annual fees deducted from teachers for membership in the British Columbia College of Teachers as established under the *Teaching Profession Act*.

ARTICLE B.34 COORDINATOR(S)

1. The Board and the Local agree that the position of Coordinator(s) be created.
2. The Coordinator(s) shall be covered by the Collective Agreement between the Stikine Teachers' Association and the Board of School Trustees of School District No. 87 (Stikine); and
3. The Coordinator(s) shall be entitled to an allowance per annum, as follows:

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
Allowance per annum:	\$4,182.00	\$4,286.55	\$4,393.71	\$4,503.56	\$4,593.63

SECTION C EMPLOYMENT RIGHTS

ARTICLE C.1 RESIGNATION

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

ARTICLE C.2 SENIORITY

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

- ii. Nineteen (19) days worked shall be equivalent to one (1) month;
 - iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.
 - c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with paragraph 1.
4. Effective July 1, 2006, an employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.
5. No employee shall accumulate more than one (1) year of seniority credit in any school year.
6. Any provision in the Previous Collective Agreement which provides a superior accumulation and/or application of seniority than that which is provided pursuant to this article, shall remain part of the Collective Agreement

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

Local Provisions:

7. Principle of Seniority

The Board and the Local agree that increased length of service in the employment of the Board entitles teachers on continuing appointments, who have the necessary qualifications as defined in Article C.20.1 of this Agreement, to a commensurate increase in security of teaching employment.

8. Definition of Seniority

- a. In this Agreement, "seniority" means a continuing appointment teacher's aggregate length of service in the employment of the Board, inclusive of:
 - i. part-time teaching. For the purposes of calculating length of service, part-time teaching, if a continuing appointment, shall be credited on a prorated basis.
 - ii. maternity leave (maximum of twenty-four (24) weeks for each pregnancy).
 - iii. extended educational leave, with credit documentation.
 - iv. leave for duties with the Local or affiliated organizations up to a maximum of one (1) year.

- v. temporary teachers subsequently appointed to a continuous contract shall be credited with seniority while on the temporary appointment.
 - vi. secondment to the Ministry of Education, a Faculty of Education, pursuant to a recognized teacher exchange program.
 - vii. long-term sick leave.
 - viii. leave for teaching with the Department of National Defence or Canadian Universities Service Overseas.
 - ix. Compassionate Care Leave pursuant to Article G.2.
- b. In addition to the foregoing, the seniority for a teacher 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 a teacher be credited with more than one (1) year of seniority in any school year.
- c. When the seniority of two (2) or more teachers is equal pursuant to Article C.2.8.a and b of this Agreement, the teacher with the longest period of continuous teaching time with the Board shall be deemed to have the greatest seniority.
- d. When the seniority of two (2) or more teachers is equal pursuant to Article C.2.8.c of this Agreement, the teacher with the greatest aggregate length of service as a continuing appointment teacher with a British Columbia school authority recognized for salary experience purposes in this Agreement shall be deemed to have the greatest seniority.
- e. When the seniority of two (2) of more teachers is equal pursuant to Article C.2.8.d of this Agreement, the teacher with the greatest aggregate length of service as a continuing appointment teacher with any other Canadian school authority recognized for salary experience purposes in this Agreement shall be deemed to have the greatest seniority, and finally, any other school authority should be considered pursuant to this Agreement.
- f. When the seniority of two (2) or more teachers is equal pursuant to Article C.2.8.e of this agreement, the teacher with the earliest continuing appointment date to School District #87 (Stikine) shall be deemed to have the greatest seniority.
- g. For the purposes of this Agreement a continuity of service shall be deemed not to have been broken by an approved leave of absence.

- h. A teacher whose job is terminated pursuant to this Agreement, then subsequently re-engaged pursuant to Article C.20.3 of this Agreement, shall retain previously accumulated seniority unless severance pay is accepted.
- i. Where either a part-time continuing teacher or a continuing teacher is re-engaged pursuant to Article C.20.3 of this Agreement accepts a temporary assignment, the temporary service will count towards seniority pursuant to this Article.

9. Seniority List

- a. The Board shall maintain an active up-to-date seniority list of all teachers on continuing appointment employed by the Board in order of seniority calculated according to Article C.2.8 of this Agreement setting out the length of seniority as of September 1st of that year. This list shall be forwarded to the Local by October 15 of each year.

ARTICLE C.20 LAYOFF, RECALL AND SEVERANCE PAY

1. Definitions of Qualifications

- a. Necessary qualifications for the purposes of this Article shall mean "necessary qualifications and suitability" as defined below.

In this Article "necessary qualifications and suitability" shall consider the following:

- i. certification;
 - ii. recent experience in a similar assignment;
 - iii. academic preparation - suitability of major and minor subject fields, program concentrations and subsequent training;
 - iv. necessary quality of service as reflected in reports from Administrators and the Superintendent (or designate);
 - v. past performance judged from contacts made with the referee's name by the applicant, one of which should include the applicant's last supervisor;
 - vi. contributions to the school district.
- b. Necessary qualifications and suitability shall be solely decided by the Superintendent of Schools.

2. Security of Employment Based on Seniority and Qualifications

- a. When the Board, after consultation with the Local with regard to the reasons for the proposed reduction of the total number of teachers, finds it necessary to

reduce the total number of teachers employed by the Board, the teachers to be retained shall be those who have the greatest seniority, provided they have the qualifications for the positions available as defined in Article C.20.1 of this Agreement.

- b. The Board shall give each teacher it intends to terminate pursuant to this Article at least thirty (30) days notice in writing to be effective for a December 31st or a June 30th termination, and the notice shall contain the reason(s) for this termination. A list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority shall be forwarded to the Local, and the teacher(s) who have been served notice.

3. Teachers' Rights of Re-engagement

- a. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provisions of this Agreement, first offer re-engagement to the teacher who has the most seniority among those terminated pursuant to this Agreement, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been terminated pursuant to this Agreement. A continuing teacher, who is laid off and has accepted a temporary appointment with the Board, shall be returned to the recall list at the conclusion of the temporary appointment with full rights and seniority.
- b. A teacher who is offered re-engagement pursuant to Article C.20.3.a of this Agreement shall inform the Board within forty-eight (48) hours whether or not the offer is accepted.
- c. The Board shall allow ten (10) days from an acceptance of an offer pursuant to Article C.20.3.b of this Agreement, for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, such period shall not exceed thirty-one (31) calendar days.

A teacher's rights to re-engagement under this Agreement is lost if:

- i. the teacher elects to receive severance pay pursuant to Article C.20.6 of this Agreement,
 - ii. the teacher refuses to accept two (2) different positions of equal or greater percentage of full-time for which the teacher possesses the necessary qualifications. A teacher attending university on a full-time basis or unable to teach due to pregnancy, may reject, without prejudice, an employment offer if the commencement date is inappropriate.
- d. Whenever possible, upon re-engagement, a teacher shall be entitled to a continuing appointment to the teaching staff of the Board if he held a continuing

appointment at the time of termination, or would otherwise be entitled to a continuing contract pursuant to this Agreement. Acceptance of a temporary position with the Board does not affect a teacher's continuing appointment status.

4. Re-engagement List

- a. The Board shall maintain a re-engagement list. Copies of this list shall be sent to the Local by October 15 of each year.
- b. It shall be the responsibility of the teacher to notify the Board and the Local of any change of address.

5. Sick Leave

- a. A teacher re-engaged pursuant to this Agreement shall be entitled to all sick leave credit accumulated at the date of termination unless severance pay is accepted pursuant to Article C.20.6 of this Agreement.

6. Severance Pay

- a. A teacher on continuing appointment who has one or more years of continuous employment and who is terminated, save and except a teacher who is terminated or dismissed for proper cause in accordance with this Agreement may elect to receive severance pay by October 31st, following termination.
- b. Severance pay shall be calculated at a rate of five percent (5%) of one year's salary for each year of service in School District #87 (Stikine) to a maximum of one (1) year's salary. Severance pay calculations shall be based on the teacher's salary at the time of his/her termination.
- c. A teacher who receives severance pay shall be removed from the recall list.
- d. A teacher who receives severance pay and is subsequently rehired shall retain any payment granted under the terms of this Article. Any subsequent severance payouts shall be calculated from the employees' most recent date of appointment.

ARTICLE C.21 EMPLOYMENT ON A CONTINUING CONTRACT

1. All teachers appointed by the Board to the teaching staff of the District shall be appointed on a continuing contract of employment, except for temporary appointments made in accordance with the provisions of this Agreement.

ARTICLE C.22 DISCHARGE, SUSPENSION AND DISCIPLINE

1. The Board shall not discipline or dismiss any person bound by this Agreement save and except for just and reasonable cause.
 - a. Where a teacher is under investigation by the Board for any cause, the teacher and the Local shall be advised immediately in writing of that fact and of the particulars of any allegations, unless substantial grounds exist for concluding that such notification would prejudice the investigation.
 - b. The Superintendent shall provide the teacher with seventy-two (72) hours notice prior to the investigation meeting provided for in Article C.22.1.c.
 - c. The Superintendent may at his/her discretion hold an investigative meeting with the teacher involved.
 - d. If the Superintendent refers the matter to the Board, the teacher shall be notified at the earliest reasonable time and at least seventy-two (72) hours before any action is taken by the Board.
 - e. The teacher shall be advised of the right to be accompanied by a representative of the Local, in writing, at any interview or meeting between the Board or Superintendent and the teacher in conjunction with such investigation or discipline.
2. In accordance with Section 15.4 of the *School Act*, where a teacher has been charged with a criminal offence and the board believes that the circumstances created by it render it inadvisable for the teacher to continue his/her duties, the Board may suspend the teacher.
3. In accordance with Section 15.5 of the *School Act*, where the Board considers that the presence of a teacher in a school would be dangerous or harmful to the pupils, the Board may suspend the teacher with or without pay.
4. Where the Board suspends a teacher referred to in Article C.22.2 or Article C.22.3 the Board shall advise the teacher of the reason(s) for the suspension prior to the meeting referred to in Article C.22.1.
5. The teacher and his/her representative shall have an opportunity to make submission at the meeting referred to in Article C.22.1 and they shall be entitled to hear all the evidence presented to the Board or Superintendent and to receive copies of all such documents.
6. The decision of the Board shall be communicated to the teacher in writing, and shall contain a statement of the grounds for the decision.
7. The Board shall not release to the media or the public, information in respect of the suspension or dismissal of a teacher, until the President, or designate, of the Local has been notified.

8. Notwithstanding Article A.6 (Grievance Procedure) where a teacher has been dismissed, the teacher shall have the right to refer a grievance regarding the dismissal directly to Arbitration.
9. Where a teacher has been suspended under Section 15(4) of the *School Act*, and at the final disposition of the matter, the teacher is not convicted of the offence, the teacher shall be reinstated with full pay for the period of suspension.

**ARTICLE C.23 TERMINATION OF A CONTINUING CONTRACT BASED
ON TEACHING PERFORMANCE**

1. The Board shall not dismiss a teacher for performance except where the Board has received three (3) reports indicating that the learning situation in the class or classes of the teacher is less than satisfactory.
2. The reports shall be prepared pursuant to Article E.22 (Evaluation of Teaching Performance) of this Agreement and in accordance with the following conditions:
 - a. the reports have been issued in a period of not less than ten (10) months nor more than twenty-four (24) months;
 - b. the reports shall be written by two (2) different evaluators;
 - c. at least one of the reports shall be a report of the Superintendent of Schools or the Director of Education;
 - d. the reports shall be written independently.
3. Where a teacher receives a less than satisfactory report the Board may grant a leave of absence, at no cost to the Board, for up to one (1) year for the purposes of taking a program of professional or academic instruction, in which case subsequent evaluation shall be undertaken not less than twenty (20) teaching days after the teacher has returned to teaching duties.
 - a. When such leave of absence is granted Article C.23.2.a shall not apply.
 - b. Teachers on this type of leave shall not receive an experience credit for the purpose of increments or seniority.
4. Where the Board intends to dismiss a teacher pursuant to this Article, it shall give thirty (30) days advance notice in writing of such intention to the teacher and the President of the Local. The teacher shall have the opportunity to meet with the Superintendent, or designate, and the Board within fourteen (14) days of such notice, and shall have the right to be accompanied by a representative at this meeting.

ARTICLE C.24 PART-TIME TEACHER'S EMPLOYMENT RIGHTS

1. Part-time teachers employed by the Board, upon written application, shall receive consideration for vacant positions within the District.
2. Part-time teachers shall be required to participate in professional development activities to a minimum equivalent of the pro-rated teaching assignment. Anything beyond this minimum shall be at the teacher's professional discretion.

ARTICLE C.25 TEMPORARY TEACHER'S EMPLOYMENT RIGHTS

1. The Board shall appoint teachers on temporary contracts to any position temporarily existing or temporarily vacant.
2. Temporary teachers employed by the Board, upon written application, shall receive consideration for vacant positions within the District.

ARTICLE C.26 TEACHER ON CALL - HIRING PRACTICES

1. Each school Principal shall maintain a list of Teachers on Call. Each school shall forward within ten (10) working days a copy of the list to the Local upon request.
2. The school Principal shall not remove a person from the list of Teachers on Call, save for just cause.

SECTION D WORKING CONDITIONS

ARTICLE D.3 ALTERNATE SCHOOL CALENDAR

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

- v. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
 8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.
- Note: BCTF will provide a list of acceptable arbitrators from the current list of arbitrators available through the Collective Agreement Arbitration Bureau.

ARTICLE D.4 PREPARATION TIME

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

[See Article D.33 for additional preparation time provisions]

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 TEACHER ASSIGNMENT

1. In determining a teacher's assignment, the following criteria shall be taken into consideration:
 - a. The number of students with learning disabilities or emotional disorders
 - b. The total student population
 - c. The number of grades taught
 - d. The number and range of courses offered
 - e. General student ability and background
 - f. Intentionally Left Blank / Removed by Legislation
 - g. The number of teacher preparations per school year

- h. The needs of beginning teachers
 - i. Staff qualifications, training and experience
 - j. Teacher preferences wherever practical
 - k. Intentionally Left Blank / Removed by Legislation
 - l. All other things being equal, seniority
2. Teacher assignments shall, whenever practical, be determined by the Principal / Vice Principal in consultation with the school staff.
 3. The Local recognizes that the Principal of a school makes the final decision in determining a teacher's assignment in that school.

ARTICLE D.21 INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION

ARTICLE D.22 INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION

ARTICLE D.23 INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION

ARTICLE D.24 THE REGULAR WORK YEAR FOR TEACHERS

1. Instructional days shall be scheduled between August 1st and June 30th.
2. As with past practice, if any stakeholder group does not agree to a local calendar proposal, the Ministry Calendar will be the default calendar for that school. Stakeholders are: CUPE, the Local, Local First Nations Band, the Board, Administrators and Parent Advisory Committees.
3. No employee shall suffer economic or other contractual disadvantage as a result of the implementation of a local school calendar, nor will a teacher be required to work more instructional days in total for the school year than would be required under the annual school calendar established by the Ministry.

ARTICLE D.25 EXTENDED DAY/SHORTENED WORK WEEK

1. Where a school has elected a long extended day with a shortened work week the following interpretations of a work day and rate for employees shall apply.

- a. Morning and afternoon shall constitute one half day regardless of whether the day is extended or not.
- b. The teaching staff's work day is recognized as one full day per week regardless of the length of time scheduled, be it a regular or an extended day.

ARTICLE D.26 SUPERVISION DUTIES

1. Teachers shall not be required to supervise during the school's regularly scheduled noon intermission.
2. Should the Board be unable to employ a noon-hour supervisor after advertising the position for two weeks then the teaching staff shall assume the supervision responsibility.
 - a. No teacher shall be required to supervise more than one-half hour per week under Article D.26.2.
3. The supervision funds generated by the staff carrying out the noon hour supervision may be utilized by the staff committee to purchase teacher professional development materials, teacher release time for school initiated projects, in school aide time or finance school initiated professional development projects.
4. These funds will be payable upon request but no more frequently than once a month to the school Non Public Funds account.

ARTICLE D.27 EXTRA CURRICULAR ACTIVITIES

1. In this Agreement, extra curricular programs and activities include all those that are beyond the Provincially prescribed and locally determined curricula of the School District.
2. The Board agrees that all extra curricular activities are voluntary.
3. Extra curricular activities shall not form part of a job posting.

ARTICLE D.28 NON-AVAILABILITY OF TEACHERS ON CALL

1. Teachers shall not be required except by mutual agreement with the Principal / Vice Principal and/or the absent teacher to:
 - a. perform the tuition or instructional duties of a teacher who is absent
 - b. supervise the students of a teacher who is absent except in emergency situations.

ARTICLE D.29 TEACHER ON CALL

1. A Teacher on Call covered by this agreement, who is requested to assume the duties of a regular teacher, shall be called out for a minimum of a full morning or a full afternoon, unless the Teacher on Call requests a shorter working period.
2. A Teacher on Call who has completed their assignment may volunteer to perform other duties.

ARTICLE D.30 STAFF MEETINGS

1. At least seven (7) days notice of regular staff meeting shall be given.
2. An agenda of items to be considered shall be available two (2) days prior to the scheduled meeting.
3. All staff members shall have the right to request the inclusion of specific items on the staff meeting agenda.
4. All school staff meetings shall be held between the hours of 8:00 A.M. and 5:00 P.M. and during the normal instructional week. Except for emergency reasons, staff meetings shall not be held during recess periods and lunch hours.
5. Written minutes of staff meetings shall be kept and circulated to all staff members.

ARTICLE D.31 HEALTH AND SAFETY

1. The Board shall ensure that each worksite has a copy of the Industrial Health and Safety Regulations of the *Workers' Compensation Act* and a copy of the Occupational Environment Regulations of the *Work Place Act*.
2. A Health and Safety Committee shall be established by the employer to assist in creating a safe and healthful place of work and learning.
3. The committee shall be composed of members chosen by and representing the Local, CUPE and the employer. In no case shall the employer's representatives outnumber those of the employees.
4. The committee shall recommend measures required to attain compliance with the *School Act* and the Workers' Compensation Board of B.C. and the correction of hazardous conditions.

ARTICLE D.32 HOME SCHOOLING

1. Any student who requires home schooling for an extended period of time will receive educational services from a teacher specifically assigned to those duties.

2. If a regular classroom teacher is assigned to the student(s) in Article D.32.1, they shall have their teaching assignment adjusted to reflect the time necessary to offer such services.

ARTICLE D.33: INSTRUCTIONAL/PREPARATION TIME

1. The instructional time shall be twenty-five (25) hours per week for full time elementary teachers and twenty-seven and one half (27.5) hours per week for full time secondary teachers.
2. Each 1.0 F.T.E. primary and early intermediate program teacher shall be entitled, in each five (5) day week, to ninety 90 minutes of time free from instructional and supervisory duties during the school day exclusive of recess and the noon intermission.
3. Each F.T.E. late intermediate and graduation program teacher shall be entitled, in each five (5) day week, to a minimum of one-hundred- ninety (190) minutes of time free from instructional and supervisory duties the school day exclusive of the noon intermission.
4. Each part-time teacher of a 0.5 F.T.E. or greater assignment shall be entitled, in each five (5) day week, to a prorated allocation of time free from instructional and supervisory duties during the school day exclusive of recess and/or the noon intermission.
5. Each teacher teaching an assignment, of 0.5 F.T.E. or greater, comprised of both elementary and secondary classes, shall be entitled, in each five (5) day week, to a prorated allocation of time, based on the elementary and secondary component of their assignment, free from instructional and supervisory duties during the school day exclusive of the noon intermission.
6. When scheduling makes a preparation time assignment impractical, the salary of the teacher shall be increased on a prorated basis.

ARTICLE D.34 SATELITE PROGRAMS

1. For each F.T.E. assigned to a school for the Satellite Program, the Administrator, in consultation with the school staff, will schedule educational services that shall not exceed 35 hours per week.
2. Educational services shall include:
 - a. contact with students to monitor and/or instruct educational programs;
 - b. travel time;
 - c. development, accumulation and coordination of resources to support the individual education programs of the student;
 - d. where applicable, assist in supporting the educational needs of students covered by Education Service Agreements;
 - e. staff meetings;

- f. record keeping, and report card writing;
 - g. other activities associated with the Satellite Program.
3. Travel Expenses shall be reimbursed in accordance with District Policy, including travel, accommodation and meals.
 4. The Board agrees to pay the difference between "Business Insurance" and "To and From Work Insurance" or "Pleasure Insurance" as provided by I.C.B.C. if required to use a personal vehicle in the course of their assigned duties.
 5. Satellite teachers shall have the right to leave or to refuse to work at a job or on a work site which the teacher believes is unsafe, unhealthy, or that exposes the teacher to an infestation or contagious disease, and shall advise their supervisor immediately.

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. "Vacancy" for the purpose of this Article, shall mean an existing or newly created teaching position to which a teacher is not assigned, and for which all teachers in the district are eligible to apply.
2. Teachers, through the school staff committee, may provide input to the Principal / Vice Principal of the school regarding the determination of the instructional staffing needs in their school.
3. All known vacant teaching, administrative and special responsibility positions within the District shall be posted and advertised for at least seven (7) calendar days in all schools in the district.

4. Internal applicants with the necessary qualifications shall be assigned to posted teaching positions on the basis of seniority.
5. If a vacancy occurs while school is not in session, the district administration shall make a reasonable attempt to contact those district teachers who have expressed an interest in changing positions. The Board will keep on file a list of teachers, phone or fax contact numbers and the position(s) in which they are interested.
6. It is the responsibility of teachers interested in an anticipated opening, and not at their normal residence, to notify the district administration in writing of an address or telephone number where they may be contacted.
7. Whenever practicable, a school staff member shall have input into the selection of new Principal / Vice Principal(s) in their school.

ARTICLE E.21 BOARD INITIATED TRANSFERS

1. The Board may transfer a teacher from one assignment to another at any time by giving at least seven (7) days notice in writing. Such notice shall include the reasons for the transfer.
2. In the interests of employer-employee harmony, the Board shall endeavour to limit notification of such transfers to the periods May 1 - June 15, and September 15 - October 31.
3. Within seven (7) days of receiving notice of the transfer the teacher may request a meeting with the Superintendent to appeal the decision.
4. In the event that a teacher initiates a grievance with regards to a transfer, and the decision resulting from this process upholds the transfer order, the teacher upon written or verbal notification, may immediately resign.
5. In the event that the Board initiates a transfer involving a change of community of residence, the teacher shall be granted leave of absence with full pay and benefits to complete the move, providing the transfer does not occur during the summer vacation. Such leave shall not exceed five (5) days and may be appended to Christmas and Spring Breaks.
6. Any teacher who has been transferred pursuant to this Article shall not be subject to a further Board initiated transfer for two school years.

ARTICLE E.22 EVALUATION OF TEACHING PERFORMANCE

1. The purpose of supervision and evaluation is to promote and reinforce good instruction.
2. An evaluation of a teacher may be conducted at any time by a supervisor or where the teacher and supervisor otherwise agree.

3. Evaluations shall be completed by the Superintendent of Schools, the Director of Curriculum and Instruction, or the Principal / Vice Principal of the school in which the teacher is assigned.
4. In evaluating the performance of a teacher it is recommended that the following criteria be considered:
 - a. the teacher's knowledge of his/her pupils
 - b. the teacher's planning in relation to definite purposes and clear objectives
 - c. the teacher's attempts to involve students in experiences and activities designed to develop skills and stimulate thought, with due consideration for individual differences
 - d. the teacher's provision of opportunities for questions, speculations and originality
 - e. the teacher's endeavours to keep his/her knowledge current and his/her teaching techniques effective in the subject areas he/she teaches
 - f. the teacher's classroom management practices with regard to educational objectives
 - g. the teacher's relationship with pupils
5. In evaluating teaching performance for the purposes of a report the following shall apply:
 - a. The teacher shall be given a copy of any Board policy or the supervisory plan for the District dealing with evaluation criteria at least four (4) weeks prior to the first visitation.
 - b. An evaluation leading to a report shall be based on a minimum of three (3) classroom visits nor more than six (6) formal classroom visits, which should include the criteria outlined in Article E.22.4, as well as the teacher's general and professional performance in the school. The teacher and the evaluator shall select two (2) observation times by mutual consent, each observation being within a two (2) week time frame designated by the evaluator.
 - c. The teacher shall be notified at least four (4) weeks in advance that an evaluation is to be conducted and the evaluator shall discuss with the teacher the process by which the evaluation shall take place.
 - d. Each mutually agreeable visitation shall include:
 - i. a pre-observation conference;
 - ii. a classroom observation;

- iii. a post-observation conference;
 - e. The evaluation process may also include one or more unscheduled visitations by the evaluator. Such visitations shall include a classroom observation and a post-observation conference.
- 6. In the post-observation conference, the evaluator's observations and impressions shall be provided to the teacher in the form of a written statement. Suggestions for improvement shall be included in the written statement. This post-observation conference shall normally occur within one (1) week of the classroom visit.
- 7. The teacher shall be given a draft copy of the report at least one (1) week prior to preparation of the final draft.
- 8. Within one (1) week of receipt of the draft report, the teacher may request a meeting with the evaluator to discuss the report. Such a meeting shall be arranged. The evaluator shall make every effort to ensure accuracy within the report prior to filing the final report.
- 9. The final report shall be given to the teacher normally one (1) month after the final observation and not later than May 15th.
- 10. Written reports shall normally include a reference to the teacher's prime area of assignment.
 - a. If the report does not cover all aspects of the assignment because all aspects have not been observed, this shall be noted in the report.
 - b. The report shall reflect any discrepancy between the teacher's assignment and his/her professional training.
- 11. In the event of a less than satisfactory report, the Board evaluator shall develop a plan of assistance in consultation with the teacher and staff representative and shall make it available to the teacher.
- 12. The teacher may submit a written commentary on any written report, which shall be attached to and filed with all copies of the report.
- 13. Nothing in this Article shall preclude:
 - a. any visits to the classroom by the Superintendent, or designate(s), at any time for supervision or any other purpose;
 - b. any communications from the Superintendent, or designate(s), to teachers in respect of their general or professional performance in the school;
 - c. when any of the processes set out in this Article are not appropriate to the nature of the teacher's assignment, (i.e. non-classroom assignment) the evaluator and the teacher shall seek agreement on the process that shall be followed. Should an

agreement not be reached within a period of ten (10) working days, the decision of the evaluator shall be final.

- d. the inclusion in any report of informal observations, and/or comments about a teacher's performance in the months of September and June.
14. Positions of special responsibility shall include, but are not limited to, the position of District Resource Centre Librarian.
- a. Article E.22.1 to Article E.22.13 shall apply to the evaluation of teachers assigned to positions of special responsibility. The specific evaluative criteria shall be decided in discussions between the teacher and the evaluator.

ARTICLE E.23 PERSONNEL FILES

1. There shall be only one personnel file including electronic files for each teacher, maintained at the district offices.
2. A teacher shall have the right to request to have access to and review his/her personnel file. No items may be removed from the file at the time of viewing, however, the teacher may request copies of items in the file. The following conditions apply:
 - a. viewing shall be by prior appointment;
 - b. the file normally may be viewed not more than once per calendar year, but may be viewed at any time a teacher files a grievance;
 - c. the viewing will be done in the presence of an official designated by the Secretary Treasurer.
3. The Board agrees that only factual material and material relevant to the employment of the teacher shall be maintained in personnel files
4. Personnel files, regardless of storage format, shall not be made available to any person except the Superintendent, the Secretary Treasurer, Board Office staff, Principal / Vice Principal(s) or the teacher, except upon written request of the teacher, or as required by law.
5. Information in personnel files may be made available to the Board at the professional discretion of the Superintendent or by motion of the Board. The teacher shall receive written notice within seven (7) working days when such action has taken place.
6. Any teacher's file kept at the school shall be kept in a locked file cabinet or cupboard.
7. Any teacher file kept at the school shall be destroyed on the teacher's departure from the school.

ARTICLE E.24 NO DISCRIMINATION

1. The Board agrees that there shall be no discrimination or a demonstration of prejudice exercised or practiced with respect to the hiring of employees, nor with respect to the treatment of employees in the administration of this collective agreement for any reasons including those provided for by any provincial or federal statute or act that may exist now or in the future, nor by reasons of membership in the Local.

ARTICLE E.25 RACE RELATIONS

1. The Board and the Local agree that all personnel employed by School District #87 (Stikine) work with students to encourage and create a continuing atmosphere of racial and ethnic harmony both inside and outside the school community.
2. The Board and the Local do not condone and will not tolerate any expressions of racial and/or ethnic bias in any form by the trustees, school district employees or students. Any written allegation of racism shall be investigated by the Superintendent and the results reported to the Board and the person reporting the incident.

ARTICLE E.26 FALSELY ACCUSED EMPLOYEE ASSISTANCE

1. Where a teacher has been falsely accused of child abuse or sexual misconduct in the course of exercising his/her duties as an employee of the Board, the teacher shall be assisted by the Board in assuring a successful return to teaching duties.
2. This assistance may include:
 - a. leave of absence with or without pay
 - b. opportunity for transfer to vacant teaching positions within the district
 - c. the provision for a public statement by the Board.

ARTICLE E.27 SCHOOL ACT APPEALS

1. Where a pupil and/or parent/ guardian files an appeal under the *School Act* (Section 11) and the Board Bylaw of a decision of an employee covered by the Agreement, or in connection with or affecting such an employee:
 - a. the employee shall immediately be notified of the appeal and shall be entitled to receive all documents relating to the appeal;
 - b. the employee shall be entitled to attend any meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Local; and

- c. the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.20 EDUCATIONAL CHANGE

1. Teachers shall be a key agent in the implementation of educational change.
2. The Board agrees that implementation of educational changes requires an understanding of the concept/value/procedure of the implementation.

ARTICLE F.21 PROFESSIONAL DEVELOPMENT

1. The Board shall pay an annual amount of \$30,000.00 into a fund administered by the Local specifically for the purpose of professional development activities.
2. The full amount shall be issued by September 30th of each school year.
3. The Professional Development Committee shall provide an accounting of the fund to the Secretary Treasurer by May 31st.
4. A surplus may be carried forward into the next year's fund. Any surplus from the Pro-D account retained by the Local must be used specifically for the purpose of professional development.
5. The cost of substitutes/Teachers on Call, up to a maximum of three (3) substitute days per approved application, for those teachers granted professional development leave of absence shall be borne by the Board and shall be in addition to the Board's regular contributions to the Professional Development Fund.
6. All applications for professional development leave must be approved by both the school Principal and the Superintendent.

ARTICLE F.22 NON-INSTRUCTIONAL DAYS

1. The Board shall approve such non-instructional days for professional school-based activities as are sanctioned by the school staff and the Principal of that school. Such requests for approval must be submitted to the Superintendent at least sixty (60) days prior to the activity.

ARTICLE F.23 ACCREDITATION/SCHOOL ASSESSMENT

1. The Board and the Local agree that evaluation of programs and their implementation is beneficial to the continued provision of quality education in the District. It is acknowledged that an external evaluation or assessment requires increased duties for teachers.

2. Prior to undertaking accreditation, the school staff (inclusive of the school Principal / Vice Principal(s)) shall:
 - a. Establish goals and objectives of the accreditation process.
 - b. Make recommendations on the resources which it believes should be committed to the process. Such Recommendations may include, but are not limited to:
 - i. staff release time
 - ii. clerical support
 - iii. appropriate technology
 - c. Such recommendations shall not be unreasonably denied.
3. If an external team is required, the staff and the Principal shall be consulted on the final make-up of the external review team.
4. The Board shall ensure that all funds and resources available from the Ministry in support of the accreditation shall be dedicated to the process.
5. The Board shall ensure that the implementation monies for the school growth plan received from the Ministry be used for that purpose.

ARTICLE F.24 PROFESSIONAL AUTONOMY

1. Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practice have individual professional autonomy in determining the methods of instruction, and the planning and presentation of course materials in the classes of pupils to which they are assigned.
2. This professional autonomy shall not derogate from the rights and responsibilities of Administrators and the Superintendent, to supervise, evaluate and to provide professional opinions, both formally and informally, on the professional performance of teachers.

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 30 Emergency Leave for Family Illness for short term compassionate leaves of up to five days.]

ARTICLE G.20 SICK LEAVE

1. It is recognized that the purpose of sick leave is to provide sick leave benefits, as set out in this Article, for teachers who are unable to work due to illness of the teacher.
2. Teachers shall be entitled to all sick leave credits earned in the employ of the Board but not used at the date of signing this contract.
3. Sick leave is earned at a rate of one and one-half (1 1/2) days for each month taught by the teacher in the service of the Board.

4. Part time teachers shall accumulate sick leave in proportion to the percentage of time that they teach.
5. Any days during which the teacher has been absent with full pay for reasons of illness or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher.
6. There is no maximum number of days of sick leave that may be accumulated.
7. Fifteen (15) days of sick leave shall be available to each teacher at the beginning of the school year. If a teacher ceases to be employed by the Board prior to the end of a school year, any sick leave days which were used but not earned shall be repaid to the Board by the teacher.
8. Each teacher shall receive on or before October 15th an annual accounting of his/her accumulated sick leave.
9. The maximum number of sick leave days that may be utilized by a teacher in any school year shall not exceed 120 (one hundred and twenty) days.
10. After five (5) consecutive days or absence, the board may require a teacher to provide a medical certificate confirming the reason for the absence.
11. If a teacher resigns or is laid off from the Board's employ and subsequently resumes a position as a teacher with the Board, the teacher shall have immediate credit of the balance of all sick leave remaining to a teacher's credit at the time of the teacher's resignation or layoff less any sick leave credit transferred to another B.C. School District provided that they have not previously accepted a severance payout.
12. Refer to PCA Article G.1 for porting of sick leave to/from other school districts.

ARTICLE G.21 MATERNITY LEAVE

1. Maternity leave shall be granted in compliance with Part 6 Pregnancy Leave - *Employment Standards Act* of British Columbia.
2. An employee, on her written request supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of a child, is entitled to a leave of absence from work, without pay, for a period of 18 consecutive weeks or a shorter period if the employee requests, commencing 11 weeks immediately before the estimated date of birth or a later time the employee requests.
3. Provided a teacher has forwarded medical proof of pregnancy, maternity leave without pay shall be granted upon request of the teacher.
4. Maternity leave shall be without pay. The teacher shall be entitled to continuation of all eligible employee benefits, per the *Employment Standards Act* of British Columbia.

5. Maternity leave shall be counted for salary purposes, as teaching services with the Board where the period of leave does not exceed 18 weeks as per the *Employment Standards Act* of British Columbia.
6. A request for a shorter period under subsection (2) must be given in writing to the employer at least one month before the date that the employee indicates she intends to return to work and the employee must furnish the employer with a certificate of a medical practitioner stating that the employee is able to resume work.
7. In the case of an incomplete pregnancy, death of the child, or other special situations, a teacher may, as per Article G.21.6, return to duty earlier than provided in the agreed leave.
8. A terminated pregnancy shall be treated in the same manner as a birth under the *Employment Standards Act* and the maternity leave provisions of this policy.

ARTICLE G.22 EXTENDED MATERNITY LEAVE

1. A teacher who has been granted a Maternity Leave, as per Article G.21 may be granted an Extended Maternity Leave upon the submission of a written application to the Superintendent of schools. This application should state the estimated starting and ending dates of the leave.
2. Maternity Leave in excess of the terms outlined in the *Employment Standards Act* shall be granted without pay and benefits and without security of assignment to a specific position, and the date of termination of the maternity leave shall be subject to a suitable position in the same community being available for reassignment. This leave may be granted for a period of up to one year.
3. It is the responsibility of the teacher to advise the Superintendent, in writing of her availability for reassignment and her teaching preferences, at least four (4) months prior to the expiration of the maternity leave.
4. If the position previously held does not exist, the Principal / Vice Principal, in consultation with the teaching staff of the school and the returning teacher, shall develop a teaching assignment for the returning teacher which includes any remaining elements of the position previously held.
5. The Superintendent shall attempt to satisfy the teacher's preferences, but failing that, the teacher shall be notified of any positions in the district for which she is deemed to be suitably qualified.

ARTICLE G.23 PARENTHOOD LEAVE

1. A teacher who is a parent may be granted a leave of absence with loss of full pay for up to thirty (30) school days to carry out his/her parental duties.
2. If both parents are teacher employees of the Board, only one parent is eligible for the leave of absence.
3. In extraordinary circumstances arising out of unique situations the Superintendent of Schools may recommend that such leave be extended to the end of the current school year.
4. Parenthood leave shall not be permitted to bridge two consecutive school years.

ARTICLE G.24 EXTENDED PARENTHOOD LEAVE

1. An employee who is granted a pregnancy or parental leave pursuant to Part 6 of the *Employment Standards Act* may be granted an extended parenthood leave upon submission of a written application to the Superintendent of Schools. The application shall state the estimated starting and ending dates of the leave.
2. Extended parenthood leave may be up to one year.
3. It is the responsibility of the employee to advise the Superintendent, in writing, of his/her availability for reassignment and her/his teaching preferences, at least four (4) months prior to the expiration of the extended parenthood leave.
4. If both parents are employees covered by this agreement, only one parent is eligible for this leave of absence.

ARTICLE G.25 PATERNITY LEAVE

1. A teacher who is a prospective father shall be granted a leave of absence with full salary at the time of his spouse's confinement. Such leave is not to exceed three (3) school days.
2. Reasonable travel time shall be added to the leave with loss of full pay.

ARTICLE G.26 ADOPTION LEAVE

1. A teacher shall be granted leave of absence on the occasion of his/her adoption of a child.
2. The leave shall be granted with full pay up to a maximum of five (5) working days.
3. If both parents are teachers, each parent may be entitled to the leave.

4. Adopting parents shall be granted leave, with loss of full pay, to attend such interviews and inquiries as are requested by the adoption agency.
5. Following the adoption, an extended leave of six (6) weeks may be granted, with loss of pay, to one parent for the purpose of family establishment.

ARTICLE G.27 JURY DUTY

1. A teacher shall be granted a leave of absence with full salary for the days during which he/she is required to be in attendance for jury duty or in the capacity of a witness for the court.
 - a. Any remuneration of indemnity which the teacher receives as a result of attendance at such proceedings, shall be assigned and paid to the Board.
 - b. Leave applications must be accompanied by a copy of the subpoena or summons for jury duty.

ARTICLE G.28 EXTENDED EDUCATIONAL LEAVE

1. This leave may be granted at the discretion of the Board.
2. Extended leave may be granted to a teacher wishing to further his/her educational/professional qualifications and who has a minimum of four (4) years continuous service in the District. Consideration may be granted to a reduced service requirement, but in no case would this be less than a period of three (3) years continuous years of service.
 - a. This leave shall be granted without pay. The teacher will be guaranteed the same position in the same school at the conclusion of the leave.
 - b. If the same position does not exist, the Principal / Vice Principal, in consultation with the teaching staff of the school and the returning teacher, shall develop a teaching assignment for the returning teacher which includes any remaining elements of the position previously held.
3. Application for this leave shall be made not less than four (4) months in advance of the expected date for commencement of the leave.
4. The teacher shall be entitled to a continuation of all eligible employee benefits provided that such continuation shall be at no cost to the Board. Upon the successful completion of a Board approved program of studies and the completion of one more year in the employ of the Board the teacher shall be reimbursed the full cost of the benefits as per Article G.28. Such reimbursement will be made prior to June 30 of the school year in which the employee returns to the District.

5. It shall be the responsibility of the teacher to advise the Superintendent in writing of his/her intentions to return to the position previously held not less than four (4) months prior to the expiration of the leave.
6. A teacher who fails to notify the Superintendent in writing of his/her intention to return to the position previously held, by the specified date, will be deemed to have resigned from School District #87 (Stikine).
7. Upon successful completion of an approved course of studies, teachers on this leave shall receive an experience credit for the purpose of increments.
8. Teachers on this leave shall receive an experience credit for the purpose of seniority.

ARTICLE G.29 BEREAVEMENT IN THE IMMEDIATE FAMILY

1. A teacher shall be granted a leave of absence with full salary for up to five (5) days in the event of a death in the immediate family.
2. Immediate family is defined as a spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or any other person living within the same household as the employee.

ARTICLE G.30 EMERGENCY LEAVE FOR FAMILY ILLNESS

1. A teacher shall be granted a leave of absence with full salary for up to five (5) days in the event of a critical illness in the immediate family.
2. Immediate family is as defined in Article G.29.2.

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

ARTICLE G.31 DISCRETIONARY LEAVE

1. Continuous employment shall mean the number of years of employment of the teacher dating from the most recent starting date in the School District and shall include all leaves within that period. However, leaves other than those specified in Article C.2.8.a may not be used to accumulate service for the purpose of calculating the number of discretionary days available to a teacher.
2. Within the first year of employment a teacher shall receive one half (1/2) day's leave with pay for personal reasons.
3. A teacher who has accumulated one (1) years of continuous employment within the district shall be granted one (1) day's leave with pay per school year for personal reasons.

4. A teacher who has accumulated two (2) years of continuous employment within the district shall be granted two (2) days leave with pay per school year for personal reasons.
5. A teacher who has accumulated three (3) years or more of continuous employment within the district shall be granted three (3) day's leave with pay per school year for personal reasons.
6. Principals may approve the leave but must notify the Superintendent as soon as possible.
7. Teachers shall submit a letter of referral from their family doctor, or a letter from the examining doctor, in order to be eligible to charge medical appointments to sick leave. If these conditions are not met the teacher shall be charged a discretionary day or assessed a day's leave with loss of full salary.
8. Discretionary days may not be used to extend the school vacation periods of Christmas, Spring Break and Summer except with the approval of the Superintendent.

* For the purpose of this clause, "days leave" shall be based on the teacher's current assignment. e.g. .5 F.T.E. = .5 day; 1.0 F.T.E. = 1.0 day.

9. This leave is to be noncumulative.
10. This leave shall be utilized prior to requesting Superintendent's discretionary leave or extensions to other leaves.

ARTICLE G.32 LEAVE FOR ELECTIVE OFFICE AND COMMUNITY SERVICE

1. A teacher may be granted a discretionary leave, for the period preceding the election, without pay but with the continuation of benefits when as a candidate, he/she is contesting a municipal, regional, provincial or federal election.
2. A long term leave of absence shall be granted without pay or benefits on request of a teacher should he/she be elected as a result of such a candidacy in a provincial or federal election. Such leave shall not exceed one (1) term of office.
3. Teachers involved in a Community Service may be granted, at the full cost of a Teacher on Call, a leave of absence up to a maximum of three (3) days in any one school year.

ARTICLE G.33 WORKERS' COMPENSATION BOARD LEAVE WITH PAY

1. All monies received by a teacher by way of compensation for loss of wages under the Occupational Health and Safety Regulations shall be paid to the Board in return for which the Board shall pay the teacher the full amount of his/her wages to which he/she would have been otherwise entitled, but for the compensatable workplace related injury or occupational disease suffered or incurred, up to a maximum of two (2) months.

2. A teacher shall not be required to use his/her sick leave credits for time lost.
3. Following the receipt of a full two (2) months payment from a Workers' Compensation Board claim, the teacher may elect to use his/her eligible sick leave at a rate of .25 sick days for every continued day away from work until such time as the Workers' Compensation Board stops payments on behalf of the employee.

ARTICLE G.34 DEFERRED SALARY LEAVE PLAN

1. The Board agrees to continue a Deferred Salary Leave Plan between itself and the Stikine Teachers' Association enabling District teachers with three (3) years seniority in the District to plan and finance a one (1) year leave of absence from the District. Teachers with less than (3) three years of seniority may apply, but must take the leave no earlier than after accumulating (3) three years seniority.
 - a. The Board shall approve up to four (4) district leave requests per school year on a first received, first approved basis. No more than two (2) teachers per school shall be on leave in any school year.
2. The self-funded leave plan shall be administrated on an ad hoc basis by members of the Local participating in the program and Board representatives. This committee shall discuss issues relating to finance and administration of the program. Should changes be necessary to the plan wording itself the Local shall be involved.
3. The teacher shall be entitled to a continuation of all eligible employer benefits provided that such continuation is at no cost to the Board.
4. The intent of the leave is determined by the teacher.
5. Should the teacher choose to use the leave for a Board approved program of studies and upon successful completion of those studies and the completion of one more year in the employ of the Board, the teacher shall be reimbursed the full cost of the benefits as per Article B.11.3. Such reimbursement shall be made prior to June 30th of the school year in which the employee returns to the district.
 - a. The teacher shall be guaranteed the same position in the same school at the conclusion of the leave.
 - b. If the position previously held does not exist, the Principal / Vice Principal, in consultation with the teaching staff of the school and the returning teacher, shall develop a teaching assignment for the returning teacher which includes any remaining elements of the position previously held.
6. Upon the successful completion of a Board approved course of studies, teachers on this leave shall receive an experience credit for the purpose of increments.
7. Teachers on this leave shall receive an experience credit for the purpose of seniority.

8. It is understood that withdrawal from the plan can take place at any time in any year up to May 31 of the year in which the leave is scheduled to take place.

ARTICLE G.35 EXTENDED PERSONAL LEAVE

1. This leave may be granted at the discretion of the Board.
 - a. The leave shall be granted without pay and the teacher shall be guaranteed the same position held at the time the leave is granted. This guarantee is dependent upon the teacher's returning to the district at the commencement of the following school year.
 - b. If the position guaranteed does not exist, the Principal / Vice Principal, in consultation with the teaching staff of the school and the returning teacher, shall develop a teaching assignment for the returning teacher which includes any remaining elements of the position previously held.
2. The teacher shall be entitled to continuation of all eligible employee benefits provided that such continuation shall be at no cost to the Board.
3. A teacher normally shall have a minimum of four (4) years of continuous service in the district to be eligible for this type of leave.
4. The leave normally shall be granted for one (1) complete school year.
5. Applications for this leave shall be submitted to the Superintendent of Schools not later than March 31st of the school year prior to the commencement of the leave.
6. The applicant shall certify that he shall not accept a substitute teaching position, a temporary teaching position or a permanent teaching position with any other School Board, public or private, during the leave. A teacher who fails to abide by this commitment shall be deemed to have resigned from School District #87 (Stikine).
7. The Board recognizes that a teacher on leave of absence has the right to resign under conditions specified in the *School Act* while on such leave.
8. It shall be the responsibility of the teacher to advise the Superintendent in writing of his/her intention to return to the position previously held not less than four (4) months before the expiration of the leave.
9. A teacher who fails to notify the Superintendent in writing of his/her intention to return to the position previously held, by the specified date, shall be deemed to have resigned from School District #87 (Stikine).
10. Teachers on this type of leave shall not receive an experience credit for the purpose of increments or seniority.

ARTICLE G.36 CONVOCATION CEREMONIES

1. A teacher shall be granted a leave of absence of up to three (3) days with full salary to attend his/her convocation ceremony. This leave includes travelling time.

ARTICLE G.37 SECONDMENT

1. Any teacher who is seconded to another educational agency shall be considered on leave of absence without pay. For the purpose of pension, sick leave and seniority, the employee shall be deemed to be in the full employ of the Board. An experience increment will only be granted for a secondment to a position actually involved in instructing school age children, or developing school curricula.
2. Upon the conclusion of the secondment, the employee shall be entitled to an assignment comparable to that previously held.

ARTICLE G.38 SUPERINTENDENT'S DISCRETIONARY LEAVE

1. In extraordinary circumstances arising out of unique situations not covered by other leave regulations, application for leave may be made to the Superintendent of Schools, who may grant leave and determine whether such leave shall be with full salary, or with full salary minus the cost of any substitute required, or with loss of full salary. The granting of this leave is at the sole discretion of the Superintendent. This clause is not subject to the grievance procedure.

SIGNATURES

Signed at Smithers, British Columbia, this 25th day of June, 2009.

Ken Mackie, Secretary Treasurer
School District No. 87 (Stikine)

Catherine Bouman, President
Stikine Teachers' Association

Robert D'Angelo, Managing Consultant
British Columbia Public School Employers'
Association

Irene Lanzinger, President
British Columbia Teachers' Federation

CONTRACT MODIFICATION

between

B.C. PUBLIC SCHOOL EMPLOYERS'
ASSOCIATION ("BCPSEA")

As:

Bargaining agent for all the school boards and authorities established under the *School Act*,
R.S.B.C. 1996, c.412 with amendments

And:

BRITISH COLUMBIA TEACHERS' FEDERATION ("BCTF")

On behalf of:

All employees included in the bargaining unit established under the Public Education Labour
Relations Act (PELRA)

In:

SCHOOL DISTRICT NO. 87 (STIKINE)

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 87 (STIKINE)

("The Employer")

and

THE STIKINE TEACHERS' ASSOCIATION/UNION

(The Local)

CONTRACT MODIFICATION

[Re: STA President Administrative Allowance]

1. For the purpose of Salary, the Stikine Teachers Association (STA) has agreed that the Union President will be paid an Administrative Allowance as directed by the Association.
2. This matter was voted on and ratified by the STA at its May 1999 Annual General Meeting.
3. The Local will reimburse the Board for all costs associated with this administrative allowance.

LOCAL REPRESENTATIVE EMPLOYER REPRESENTATIVE

BCTF REPRESENTATIVE BCPSEA REPRESENTATIVE

Provincial Letters of Understanding

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

LETTER OF INTENT No. 1

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Formalization of Middle School Provisions

Not Applicable in School District No. 87 (Stikine).

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

Housekeeping – Form Issues

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

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 - 3.18 *Legislative Change*
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 - 3.28 *Recognition of Union*
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1.65 *Leave - Union Business, BCTF, CTF, COT; Long Term*

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12. Leave for Contract Negotiations

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3.52 *Chief Delegates, Union Staff Representatives, Representation,*

Due Process Right to Representation

14. Right to Representation

3.52 *Chief Delegates, Union Staff Representatives, Representation, Due Process Right to Representation*

1.37 *Suspension, Dismissal and Discipline*

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3.11 *Grievance Procedure - Board Policy*

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3.13 *Grievance - Troubleshooter*

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1.38 *Bonus for Education Courses, Reimbursement for Non-Credit Courses*

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1.90 *New Positions, Reclassification - Salary*

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17. Moving/Relocation Allowance
 - 2.6 *Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.*
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 - 2.5 *Housing*
21. Part Month Payments and Deductions
 - 1.87 *Part Month Payments and Deductions - Schedule*
22. No Cuts in Salary and Benefits
 - 1.69 *No Cuts in Salary*
23. Pay Periods
 - 1.88 *Pay Periods, Salary Payday Schedule*
24. Payment For Work Beyond Regular Work Year
 - 1.86 *Counsellors Working Outside School Calendar, Night School Payments/Summer School Payments, Salary-Payment for Additional Days; Not Regular School Days*
24. Board Payment of College Fees
 - 1.5 *College Fees, Employer Payment*
25. General Benefits
 - 1.10 *General Information, Benefits*
 - 3.36 *Benefits - Management Committee*
26. Benefits - Coverage
 - 1.6 *Coverage - Benefits*
 - 1.7 *Dental*
 - 1.9 *Extended Health*
 - 1.11 *Group Life Coverage*
 - 3.37 *Benefits - Optional Life Insurance*
 - 1.12 *Long Term Disability*
 - 1.14 *MSP, Benefits*
 - 1.16 *Deferred Salary Retirement Plan*
 - 1.20 *Vision Care*
 - 1.24 *Clothing Allowance; Uniforms / Coveralls*
 - 2.7 *Medical Leave - Preauthorized Travel for Medical Services Leave*
27. Death Benefits
 - 1.8 *Death*
28. Unemployment Insurance/SIF Rebate

- 3.3 *Benefits - UIC (all rebates)*
- 29. Continuation of Benefits
 - 1.13 *Benefits - Payment for During Leave*
 - 1.17 *Salary Indemnity, Salary Continuance, Long Term Disability*
- 30. Retirement Bonuses
 - 1.15 *Pension, Retirement, Superannuation*
 - 1.16 *Retirement Incentive Benefits*
 - 1.22 *Bonus for Long Service*
 - 1.27 *Bonus for Early Retirement, Early Retirement Incentive*
 - 2.8 *Wellness Programs*
- 31. Employee and Family Assistance Program
 - 2.3 *EAP/EFAP*
- 32. Personal Property Insurance
 - 1.102 *Loss of Personal Effects, Theft, Vandalism*
- 33. Group RRSP
 - 3.38 *Benefits - RRSP*

Section C – Employment Rights

- 1. Employment on Continuing Contract
 - 1.31 *Employment/Appointment on Continuing Contract*
 - 1.98 *Employment Rights - Temporary Teachers*
 - 3.1 *Appointment - Probationary*
- 2. Dismissal and Discipline for Misconduct
 - 1.37 *Suspension, Dismissal and Discipline*
 - 3.40 *Conduct of a Teacher (Outside School)*
- 3. Dismissal Based on Performance
 - 3.5 *Dismissal for Non-Performance*
- 3.1 The Processes of Evaluation of Teachers' Teaching Performance
- 4. Part-Time Teachers' Employment Rights
 - 1.45 *Job Sharing*
 - 1.74 *Appointment to District (Offer of), Posting & Filling Vacant Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
 - 1.82 *Part Time Teachers' Sick Leave and Benefits, Employment Rights - Part Time Teachers*
 - 1.83 *Long Services - Part Time Teaching Plan, Part Year Teachers*
- 5. Teacher on Call Hiring Practices
 - 1.95 *Availability of Substitute Teachers and Hiring Practices*
- 6. Seniority-Layoff-Recall-Severance Pay
 - 1.100 *Layoff, Termination, Re-Engagement, Severance, Seniority*

3.24 *Seniority (not associated with termination/severance)*

7. **Retraining**

1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Leave Retraining, Teaching Training, Upgrading - Board Directed*

Section D – Working Conditions

1. **Hours of Work**

1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*

2. **Preparation Time**

1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*

3. **Regular Work Year for Teachers**

1.92 *Regular Work Year for Teachers; School Calendar*

1.104 *Year Round Schools*

3.46 *Reports (Teacher) on Students*

1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*

1.73 *Conference Days - Parent Teacher*

3.50 *Closure of Schools for Health or Safety Reasons*

4. **Duration of School Day**

1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*

1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*

5. **Supervision Duties**

1.97 *Duty Free Lunch Hour, Noon Hour Supervision, Supervision Duties*

6. **Availability of Teacher on Call**

1.95 *Availability of Substitute Teachers and Hiring Practices*

7. **Teacher on Call Working Conditions**

3.30 *Substitute Teacher Working Conditions*

8. **Mentor/Beginning Teacher Program**

1.4 *Student Teachers, Beginning Teachers, Mentorship Program*

1.72 *Orientation, Teacher, Employee*

9. **Child Care for Work Beyond Regular Hours**

1.35 *Day Care; Child Care*

10. **Home Education**

1.42 *Home Education, Suspended Students, Hospital/Homebound Teachers*

11. **Itinerant Teachers**

1.36 *Definition of Teachers, Itinerant Teachers*

12. Space and Facilities
 - 1.110 *space and facilities*
13. Non-traditional Worksites
 - 1.3 *Adult Education, Storefront Schools, Satellite School Programs*
14. Correspondence Courses
 - 1.33 *Correspondence School*
15. Technological Change
 - 3.31 *Adjustment Plan - Board Introduced Change; Technological Change; Library Resource Automation*
16. Hearing and Medical Checks
 - 1.105 *Medical Examinations, Tests, Screening for TB; Medical Tests - Hearing*
17. Services to Teachers
 - 1.107 *School Services to Teachers, Like Translation*
18. Inner City Schools
 - 2.9 *Use of Inner City School Funds*

Section E – Personnel Practices

1. Definitions
 - 1.36 *Definition of Teachers, Itinerant Teachers*
2. Posting Vacant Positions
 - 1.74 *Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
 - 3.23 *Posting Procedures - Filling*
 - 3.32 *Posting & Filling Vacant Positions - School Reorganization*
 - 1.101 *Board Initiated Transfers, Involuntary Transfers*
 - 1.30 *Creation of New Positions*
 - 3.25 *General Provisions for Transfer*
 - 3.34 *Teacher Initiated Transfer - Voluntary*
3. Filling Vacant Positions
 - 1.74 *Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
 - 3.23 *Posting Procedures - Filling*
 - 3.32 *Posting & Filling Vacant Positions - School Reorganization*
 - 1.101 *Board Initiated Transfers, Involuntary Transfers*
 - 1.30 *Creation of New Positions*
 - 3.33 *Staff Reductions - Transfers (may impact Section C.?)*
 - 3.43 *Job Description*
- 3.1 NOTE: Re: Selection of Administrative Officers, See Addendum B.
4. Offer of Appointment to the District

- 1.74 *Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
- 5. Positions and Assignments - referenced to Definition
- 6. Non-sexist Environment
 - 3.16 *Non Sexist Environment*
- 7. Sexual Harassment
 - 3.15 *Harassment - Sexual; Personal Harassment*
- 8. Harassment
 - 3.14 *Harassment of Teachers*
- 9. Falsely Accused Employee Assistance
 - 2.4 *Falsely Accused Employee*
- 10. Parental Complaints
 - 3.39 *Complaints - Public*
- 11. Violence Prevention in Schools
 - 3.47 *Acts of Violence Against Teachers*
- 12. Criminal Record Checks
 - 1.111 *criminal record checks*
- 13. Resignation
 - 3.44 *Employee Terminating Employment*

Section F – Professional Rights

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

Section G – Leaves of Absence

1. Sick Leave
 - 1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
 - 2.7 *Medical Leave - Preauthorized Travel for Medical Services Leave*
2. Maternity and Parental Leave and S.U.B. Plan
 - 1.18 *Maternity Supplemental Unemployment*
 - 1.108 *Maternity Leave*
 - 1.109 *Parental Leave - Short Term*
3. Short Term Paternity Leave and Adoption Leave
 - 1.46 *Adoption Leave*
 - 1.60 *Paternity Leave*
4. Jury Duty and Appearances in Legal Proceedings
 - 1.56 *Jury Duty Leave, Witness*
5. Educational Leave
 - 1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading,- Board Directed*
 - 1.103 *Study Leave - Year End*
6. Bereavement/Compassionate Leave
 - 1.48 *Bereavement Leave*
 - 1.53 *Funeral Leave*
7. Leave for Family Illness
 - 1.52 *Care of Dependents Child or Relative - Emergency or Long Term Chronic - Leave, Emergency Leave for Family Illness, Compassionate Leave*
8. Discretionary Leave
 - 1.54 *Short Term - Leave, Discretionary; General; Personal*
9. Leave for Elected Office and Community Service
 - 1.49 *Community Service; Search and Rescue Leave*
 - 1.51 *Election Leave, Political Leave*
10. WCB Leave With Pay
 - 1.21 *WCB*
 - 1.67 *Worker's Compensation - Leave*
11. Early Retirement Incentive Plan - separate from B
12. Leave of Absence Incentive Plan
 - 1.47 *Absence Incentive Plan - Leave*
13. Religious Holidays
 - 1.62 *Religious Holiday - Leave*

14. Leave to Attend Retirement Seminars
1.112 *Leave to Attend Retirement Seminars*
 15. Leave for Communicable Disease
1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
 16. Leave for Conference Participation
1.113 *Leave for Conference Participation*
 17. Leave for Competitions
1.55 *International Amateur Competition, Sports Competition Leave*
 18. Leave for Visiting Exchange Teachers (needs broader title)
1.59 *Dept. of Defence, Exchange Teacher; Outside Assignment, Secondment, Detached Duty - Leave, Resource Teacher Assignment*
 19. Leave for University Convocations (needs broader title)
1.64 *Citizenship, Marriage, Special Circumstances, Grad, Weather Leaves*
 20. Leave for Blood, Tissue and Organ Donations
1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
 21. Leave for Exams
1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading,- Board Directed*
 22. Miscellaneous Leaves with cost
1..58 *Other - Leave*
1.106 *Committee - Detached Duty*
- May 31, 1995 - Provincial

Appendix 2

LOCAL MATTERS

Appendix 2 – Local Matters

Housekeeping - Form

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

3. Employee Donations for Income Tax Purposes

Section D – Working Conditions

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

Section E – Personnel Practices

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

Section F – Professional Rights

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

Section G – Leaves of Absence

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

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

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

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

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

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

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

"Alice McQuade"
President
BC Teachers' Federation

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

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

Professional Development

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

Professional Development:

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

For BCTF:
"R. Worley"

For BCPSEA:
"K. Halliday"

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

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

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

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

Dated this 7th of October, 1997.

British Columbia Teachers' Federation

British Columbia Public School Employers'
Association

"R. Worley"

"K. Halliday"

LETTER OF UNDERSTANDING NO. 2

Between:

THE BRITISH COLUMBIA TEACHERS' FEDERATION
(BCTF)

And:

THE BRITISH COLUMBIA PUBLIC SCHOOL
EMPLOYERS' ASSOCIATION
(BCPSEA)

Re: Approved list of arbitrators for:

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

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

John Kinzie
Judi Korbin
Robert Pেকেles

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

Dated: August 14, 2007

Originals signed by:

Irene Lanzinger
For the BCTF

Jacque Griffiths
For the BCPSEA

LETTER OF UNDERSTANDING No. 3. a

Between

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

And

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

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

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

Not Applicable in School District No. 87 (Stikine).

LETTER OF UNDERSTANDING No. 3.b

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

Not Applicable in School District No. 87 (Stikine).

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

Jacque Griffiths
BCPSEA Chief Negotiator

Suzie Mah
BCTF Co-Chief Negotiator

LETTER OF UNDERSTANDING No. 7

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Articles Housekeeping Committee

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

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 8

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Rehabilitation Committee

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

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

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 11

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

Re: 2008 Salary Harmonization

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

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

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

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

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

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

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

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

2. *Add 2.5% effective July 1, 2006*

3. *Add 2.5% effective July 1, 2007*

4. *Add 2.5% effective July 1, 2008*

5. *Add an additional 3.0% effective July 1, 2008*

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 12

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

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

Remote Recruitment & Retention Allowance:

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

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

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

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

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

Original signed by:

Jinny Sims

Jacquie Griffiths

LETTER OF UNDERSTANDING No. 13

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

Re: Fiscal Dividend

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

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

The Fund will be determined as follows:

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 14

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

Re: Article B.12 Category 5+ Transitional Provisions

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

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

Dated this 27th day of June, 2007

Original signed by:

Jinny Sims

Jacque Griffiths

LETTER OF UNDERSTANDING No. 15**BETWEEN
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
AND
BRITISH COLUMBIA TEACHERS' FEDERATION****Re: Article C.2. - Porting of Seniority - Separate Seniority Lists**

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

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

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

years of adult education seniority to District B. However, only the 8 years of K – 12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.

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

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

Original Signed by:

Jacque Griffiths
BC Public Employers' Association

Jim Iker
BC Teachers' Federation

January 14, 2008

January 21, 2008

LETTER OF UNDERSTANDING No. 16

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

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

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

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

any previous staffing decision with the understanding that anomalies could be discussed and considered at labour management.

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Original Signed by:

Jacquie Griffiths
BC Public Employers' Association

March 12, 2008

Irene Lanzinger
BC Teachers' Federation

March 13, 2008

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