

**FINAL April 29 2010**

**PROVINCIAL COLLECTIVE AGREEMENT**

**BETWEEN -**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION /**

**BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 59  
(PEACE RIVER SOUTH)**

**(The "Employer")**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION /**

**PEACE RIVER SOUTH TEACHERS' ASSOCIATION**

**(The "Local")**

**AS IT APPLIES IN S.D. #59 (PEACE RIVER SOUTH)**

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

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

**2006-2011  
PROVINCIAL COLLECTIVE AGREEMENT  
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**IT IS MUTUALLY AGREED:**

**PREAMBLE**

**Purpose**

The parties recognize and support the purposes of this Agreement to be:

- a) to set forth the terms and conditions of employment, with respect to local matters, agreed to between the parties;
- b) to promote harmonious relations between the Board and its officials, the Union, and all employees covered under this agreement;
- c) to establish a frame of reference for the parties to work together cooperatively in providing educational services to the pupils in School District #59 (Peace River South).

**Governing Legislation**

This Collective Agreement is subject to the mandatory legislative provisions affecting the Board and the Union.

**Usage**

The use of one gender in this Agreement shall include the other and the singular shall include the plural unless the sense of the provision requires otherwise.

**Salary Protection**

No teacher shall suffer a reduction in basic salary as a result of the implementation of this contract.

## **SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP**

### **ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION**

In this Collective Agreement, "Previous Collective Agreement" means the Collective Agreement constituted under the *Education Services Collective Agreement Act*, S.B.C. 2002, c. 1 and extended by the *Teachers' Collective Agreement Act*, S.B.C. 2005, c. 27 that was in effect between the parties for the period July 1, 2001 to June 30, 2006 including any amendments agreed to by the parties during that period.

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2006 to June 30, 2011. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
2. In the event that a new Collective Agreement is not in place by June 30, 2011 the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified in accordance with this Collective Agreement.
4.
  - a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
  - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
  - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
5.
  - a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
  - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.

- c.
  - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
  - ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

## **ARTICLE A.2 RECOGNITION OF THE UNION**

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2. Pursuant to *PELRA*, the employer in each district recognizes the local in that district as the teachers' union for the negotiation in that district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

## **ARTICLE A.3 MEMBERSHIP REQUIREMENT**

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



#### **ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION**

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

#### **ARTICLE A.5 COMMITTEE MEMBERSHIP**

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

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

## **ARTICLE A.6 GRIEVANCE PROCEDURE**

### **1. Preamble**

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

### **Steps in Grievance Procedure**

#### **2. Step One**

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

#### **3. Step Two**

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

#### **4. Step Three**

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

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

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

#### **5. Omitting Steps**

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

#### **6. Referral to Arbitration: Local Matters**

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

#### **7. Referral to Arbitration: Provincial Matters**

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

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

## **8. Arbitration (Conduct of)**

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

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

## **9. General**

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

## **ARTICLE A.7 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS**

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

3. Any other leaves of absence granted for provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the employer for the salary costs of any teacher employed to replace a teacher granted leave.
4. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

#### **ARTICLE A.8 LEGISLATIVE CHANGE**

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

#### **ARTICLE A.21 UNION RIGHTS**

##### **1. President’s Release**

- a. The Board hereby agrees to release the President of the Union from teaching duties for his or her term of office. Notification for such release shall be made by the Union to the Board, in writing, by May 15th of each year.
- b. The Board will continue to pay the President’s salary and to provide benefits as specified in the Agreement. The Union will reimburse the Board for such salary and benefits costs upon receipt of a monthly statement.

- c. For purposes of pension, experience, sick leave credits and seniority, the President shall be deemed to be in the full employ of the Board.
- d. The teacher returning to full teaching duties from a term or terms as President shall be assigned to the position held prior to the release or to another similar position.
- e. In the event the President is unable to fulfill the presidential duties, the Board shall release another Union member to assume the duties of the President. Provisions of Article A.21.1 (b-d) shall also apply to the teacher replacing the President.
- f. If the reasons for the President being unable to fulfill the presidential duties are related to his/her health, and a replacement is appointed, then the President shall be able to return from secondment to full employment with the Board for the express intention of using the sick leave provisions provided for in contract.
- g. The Board agrees to release a teacher elected to the position of Unit President, (Chetwynd, Dawson Creek and Area, Tumbler Ridge), from teaching duties for up to 25% time at the request of the respective Unit. All provisions of Article A.21.1 (a-f) shall also apply. The mechanics of the release time must be on a regularly scheduled basis agreed to by the Administrative Officer of the school to which the teacher is assigned, the Superintendent of Schools, the incoming Unit President and the President of the PRSTA.

## **2. Release Time for Local Union Business**

- a. An employee covered by this Agreement who is a member of the Executive Committee, Representative Assembly, a committee or task force of either the local, the BCTF, the CTF, the Teachers' College Council or appointed an official representative or delegate of the local or the BCTF, or who is a Union staff representative, shall be entitled to release time without loss of pay from instructional duties to carry out the duties involved. Such release from duties shall be granted subject to the Board being reimbursed for the actual cost of the teacher on call and providing a satisfactory teacher on call is available. Apply under Article G.54.8.

- b. In the event that an employee covered by this Agreement is elected to a full-time position as an officer of the BCTF, or is appointed on a term contract of employment to the administrative staff of the BCTF, or seconded to the Federation, leave of absence without pay shall be granted for the duration of those duties provided notification for such release shall be made by the Union to the Board, in writing, by May 15th of each year. For purposes of pension, experience, sick leave and seniority the employee shall be deemed to be in the full employ of the Board. In such cases the employee shall be entitled, on written notice at least one month prior to May 31st, to return to employment with the Board effective the commencement of the next school term, and shall be entitled to an assignment similar to that previously held.

c. **Local Union Staff Representatives**

Local Union school staff representatives, elected in accordance with local Union procedures, shall have the right to:

- i. process grievances;
- ii. convene staff meetings in the school to conduct Union business.

d. **Right to Representation**

Upon receipt of a notice that a meeting has been called of a disciplinary nature which could result in documentation being placed in a teacher's file, the teacher shall have twenty-four (24) hours to decide if he/she wishes to be accompanied by a Union representative. Regular non-instruction days are excluded from the twenty-four (24) hour notice.

e. **Use of School Facilities and Equipment**

The Union shall have the right to conduct Union business on school district property, and shall be permitted to utilize school district facilities and equipment for meetings and other Union activities. The Union shall reimburse the school district for the cost of any materials used or expenses incurred by it.

f. **Communication with Members**

The Union shall have the right to communicate with its members and in order to do so may post information on bulletin boards provided for that purpose in staff rooms or other suitable locations at each workplace, and utilize the internal mail system of the district free of charge.



- g. The Union shall be provided with such information relating to its members as is necessary for it to conduct negotiations and administer its affairs as exclusive local representative, with the condition that the employer will only provide data:
  - i. that is maintained by the employer in the administration of the affairs of the district and is used for other purposes;
  - ii. in the formats established by the employer.
- h. The employer shall provide, at no cost to the Union, all financial and other information which has entered into the public domain through action of the Board of School Trustees.
  - i. Agendas and minutes of all public Board meetings shall be:
    - (1) provided to the executive members of the Union; and
    - (2) posted in each worksite where PRSTA members are employed.
  - ii. Copies of all proposed and adopted Board Policies shall be:
    - (1) provided to the executive members of the Union; and
    - (2) posted in each worksite where PRSTA members are employed.

**ARTICLE A.22 STAFF ORIENTATION – DISTRICT AND SCHOOL**

- 1. All employees new to the district shall receive orientation provided by the Board and the Union. The orientation will include the following:
  - a. Upon acceptance of a position, all new employees will receive a package which outlines School District Educational programs;
  - b. In agreement with the PRSTA President, a date will be set by a designate of the Board for the completion of all necessary Board and Union forms. Completion of these forms, prior to the commencement of work, is a condition of employment;
  - c. A joint Board/PRSTA dinner meeting will be held in September to provide new employees with the opportunity of becoming familiar with the Collective Agreement, Benefits, and other related information. Additional meetings may be held if necessary.

2. All employees new to a school shall receive orientation to that school provided jointly by the Administrative Officer and the Staff Rep.
  - a. Information included in the school orientation will be developed by both the Administrative Officer and the Staff Rep.
  - b. Orientation to the school shall be provided as soon as possible after the employee is assigned to the school.

#### **ARTICLE A.23 COPY OF AGREEMENT**

1. The Board shall provide the Union with sufficient printed copies of this Agreement to provide all members with a copy. If practicable, these copies will be prepared within thirty (30) days of the ratification of the Agreement by both parties.
2. The Board shall provide new appointees with a copy of the Collective Agreement as soon after their appointments as is practicable.

#### **ARTICLE A.24 DUTIES DURING LABOUR DISPUTES**

The Board shall not request, require nor direct employees covered by this Agreement to do work, or carry out duties normally performed by employees engaged in a strike, or locked out; nor shall teachers request, require or direct pupils to carry out such duties. It is expected that usual standards of classroom discipline and tidiness will be maintained, and that teachers will not refuse to take action where the safety of staff or students is concerned.

#### **ARTICLE A.25 RIGHT TO REFUSE TO CROSS PICKET LINES**

1. All employees covered by this Agreement shall have the right to refuse to cross, or work behind a picket line arising out of a labour dispute as defined in the Labour Relations Code of British Columbia, or at any time where a threat to the employee's safety exists. Any employees failing to report for duty shall be considered absent without pay. Failure to cross a picket line encountered in carrying out the employer's business shall not be considered a violation of this Agreement, nor shall it be considered grounds for disciplinary action.
2. **Permission to Cross Picket Lines**
  - a. The Union shall grant permission to teachers to cross the picket line only to enable them to feed or care for animals or plants which are normally their responsibility. The Union shall grant this permission upon the request of the teacher concerned.

- b. The teacher will contact the Administrative Officer or a designated Board Official to set up a mutually agreeable time to enter the school. The Administrative Officer or the Board Official shall accompany the teacher while he or she is in the school.

(This is only for strikes; during a lockout teachers will not be entitled to enter the school.)

#### **ARTICLE A.26 BUDGET PROCESS**

Each year during the life of this Agreement, the Board shall solicit input from the Union when preparing its annual budget. This may be at a Special Board Meeting or a regular Board Meeting used for such purposes.

#### **ARTICLE A.27 SCHOOL ACT APPEALS**

1. Where a pupil and/or parent/guardian files an appeal under the School Act (Section 11) and Board by-law of a decision of an employee covered by this Agreement, or in connection with or affecting such an employee,
  - a. the employee and the Union 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 Union; and
  - c. the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
2. The Board shall refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first discussed the decision with the employee(s) who made the decision.
3. No decision or by-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Agreement, or deprive the employee of any right, benefit or process otherwise provided by law.

#### **ARTICLE A.28 EXCLUSION FROM THE BARGAINING UNIT**

Should the Board plan to exclude any position presently included in the bargaining unit or create any new position, the Board shall provide the Union with appropriate information. Any exclusion is subject to the agreement of the parties. If there is no agreement, the matter may be referred to the grievance-arbitration procedure.

## **ARTICLE A.29      CONTRACTING OUT**

1. All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit.
2.
  - a. The Board shall not contract out, purchase or acquire, other than from members of the bargaining unit, educational services, the designing, supervision and assessment of educational programs and any other duties that consist of the type and kind of work that would be normally and regularly performed by a teacher without the express agreement of the Union.
  - b. Agreement shall not be unreasonably or arbitrarily withheld by the Union.
  - c. Each contract will be decided on a case by case basis, and no contract will exceed the maximum term of one school year.

## **ARTICLE A.30      TEACHERS' ASSISTANTS**

Definition:

Teachers' Assistant:

A skilled artisan who is there to supplement or enhance the curriculum, under the direction of the teacher.

Teachers' Aide:

A person who supports but does not extend or supplement the work of the teacher in the classroom.

1. All teachers' assistants or teachers' aides shall be under the general supervision of those teachers to whom they are assigned and as approved by the appropriate officer of the Board.
2. Teachers' assistants or teachers' aides may not be involved in the designing, implementing, supervising and assessing of educational programs, unless they are operating under the supervision of the teacher(s) to whom they have been assigned pursuant to Article A.30.1. Teachers' assistants or teachers' aides may not evaluate students or educational programs, but they may be required to provide input that may be used by the teacher(s) to evaluate students or educational programs.
3. Teachers who have a teachers' assistant or teachers' aide assigned to their classrooms or programs are to be provided with a written job description for the position that clearly delineates the role and duties of that aide or assistant.

4. As soon as possible after the teachers' assistant or teachers' aide is assigned to the school, and definitely before the assistant or aide begins work in the classroom or program, the administrative officer, the teacher, and the aide or assistant will meet to discuss the role and duties of that aide or assistant.
5. Teachers shall not be required to write evaluation reports on or to discipline teachers' assistants or teachers' aides, but they may be required to provide input which may be used by an administrator in writing an evaluation or disciplining a teachers' assistant or teachers' aide.
6. The Board shall notify the PRSTA president via e-mail of all teachers' assistants hired by the Board. The notification will include the name and nature of the work, school and the time frame. The Board will provide notice as soon as practicable.

## **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. Revised Salary Grids**

**a. Basic Salary Scale effective July 1, 2006 – June 30, 2007**

<b>Step</b>		<b>Cat 4</b>		<b>Cat 5</b>		<b>Cat 5+</b>		<b>Cat 6</b>
<b>0</b>		\$ 41,530		\$ 45,306		\$ 48,100		\$ 49,082
<b>1</b>		\$ 44,133		\$ 48,427		\$ 51,367		\$ 52,400
<b>2</b>		\$ 46,736		\$ 51,548		\$ 54,635		\$ 55,719
<b>3</b>		\$ 49,339		\$ 54,669		\$ 57,902		\$ 59,037
<b>4</b>		\$ 51,942		\$ 57,791		\$ 61,169		\$ 62,356
<b>5</b>		\$ 54,545		\$ 60,912		\$ 64,436		\$ 65,674
<b>6</b>		\$ 57,148		\$ 64,033		\$ 67,703		\$ 68,992
<b>7</b>		\$ 59,751		\$ 67,154		\$ 70,970		\$ 72,311

**b. Basic Salary Scale effective July 1, 2007 – June 30, 2008**

<b>Step</b>		<b>Cat 4</b>		<b>Cat 5</b>		<b>Cat 5+</b>		<b>Cat 6</b>
<b>0</b>		\$ 42,568		\$ 46,439		\$ 49,303		\$ 50,309
<b>1</b>		\$ 45,236		\$ 49,638		\$ 52,652		\$ 53,711
<b>2</b>		\$ 47,904		\$ 52,837		\$ 56,000		\$ 57,112
<b>3</b>		\$ 50,573		\$ 56,036		\$ 59,349		\$ 60,513
<b>4</b>		\$ 53,241		\$ 59,235		\$ 62,698		\$ 63,914
<b>5</b>		\$ 55,909		\$ 62,434		\$ 66,047		\$ 67,316
<b>6</b>		\$ 58,577		\$ 65,634		\$ 69,395		\$ 70,717
<b>7</b>		\$ 61,245		\$ 68,833		\$ 72,744		\$ 74,118

c. **Basic Salary Scale effective July 1, 2008 – June 30, 2009**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 43,632	\$ 47,600	\$ 50,535	\$ 51,567
1	\$ 46,367	\$ 50,879	\$ 53,968	\$ 55,053
2	\$ 49,102	\$ 54,158	\$ 57,400	\$ 58,540
3	\$ 51,837	\$ 57,437	\$ 60,833	\$ 62,026
4	\$ 54,572	\$ 60,716	\$ 64,265	\$ 65,512
5	\$ 57,307	\$ 63,995	\$ 67,698	\$ 68,999
6	\$ 60,041	\$ 67,274	\$ 71,130	\$ 72,485
7	\$ 64,660	\$ 72,670	\$ 76,800	\$ 78,251
<b>Benefit From Teacher Supply and Demand Initiative – LOU No.12:</b>				
2.5% increase:	\$ 62,776	\$ 70,554	\$ 74,563	\$ 75,971
3.0% per LOU No.12	3.00%	3.00%	3.00%	3.00%
Max at July 1, 2008	\$ 64,660	\$ 72,670	\$ 76,800	\$ 78,251

d. **Basic Salary Scale effective July 1, 2009 – June 30, 2010**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 44,723	\$ 48,790	\$ 51,799	\$ 52,856
1	\$ 47,526	\$ 52,151	\$ 55,317	\$ 56,430
2	\$ 50,330	\$ 55,512	\$ 58,835	\$ 60,003
3	\$ 53,133	\$ 58,873	\$ 62,354	\$ 63,577
4	\$ 55,936	\$ 62,234	\$ 65,872	\$ 67,150
5	\$ 58,739	\$ 65,595	\$ 69,390	\$ 70,724
6	\$ 61,542	\$ 68,956	\$ 72,909	\$ 74,297
7	\$ 66,276	\$ 74,487	\$ 78,720	\$ 80,207



e. **Basic Salary Scale effective July 1, 2010 – June 30, 2011**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 45,618	\$ 49,765	\$ 52,835	\$ 53,913
1	\$ 48,477	\$ 53,194	\$ 56,423	\$ 57,558
2	\$ 51,336	\$ 56,622	\$ 60,012	\$ 61,203
3	\$ 54,195	\$ 60,050	\$ 63,601	\$ 64,848
4	\$ 57,055	\$ 63,479	\$ 67,189	\$ 68,493
5	\$ 59,914	\$ 66,907	\$ 70,778	\$ 72,138
6	\$ 62,773	\$ 70,335	\$ 74,367	\$ 75,783
7	\$ 67,602	\$ 75,977	\$ 80,294	\$ 81,811

**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. [See Article B.2.8 below]
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. Definition:**

A teacher on call for the purposes of this agreement shall mean a certified teacher hired on a day-to-day basis.

8. In lieu of health and welfare benefits, teachers on call shall receive five dollars (\$5) per day for each day worked.

**9. Minimum Call-Out Period:**

- a. No assignment of a teacher on call at a school shall be for less time than that of the morning session or the afternoon session of the school.
- b. A teacher on call assigned to a school for a full day, or a part day as described in Article B.2.9.a, and not utilized, or utilized for only a portion of the time, shall be paid for the full day or part day as assigned.

**10. Extended Assignment:**

For the purpose of consecutive days in an assignment pursuant to Article B.2.6, non-employment on a non-instructional day shall not be considered to break continuity.

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

**PCA Article B.3 does not apply in School District No. 59 (Peace River South).**

#### **ARTICLE B.4 EI REBATE**

1. The employer shall remit monthly to the BCTF Salary Indemnity Fund the proportionate share of the employment insurance premium reduction set out in the Previous Local Agreement. Where the proportionate share is not expressed in the Previous Local Agreement, the employer shall remit monthly to the BCTF Salary Indemnity Fund an amount consistent with the past practice of the local parties. The amount remitted on behalf of any employee shall not be less than 5/12 of said reduction.
2. The employer shall calculate each employee's share of the savings which have been remitted pursuant to Article B.4.1 above and include that amount as part of the employee's taxable income on the yearly T4 slip.

#### **ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN**

1. In this Article:
  - a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
  - b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.

7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
  - a. between September 1 and September 30 or December 15 and January 15 in any school year;
  - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

#### **ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE**

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

#### **ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS**

##### **1. Private Vehicle Damage**

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

## **2. Personally Owned Professional Material**

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

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

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

## **ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN**

**PCA Article B.8 is not applicable in SD. No. 59 (Peace River South). See Article B.9.**

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

**PCA Article B.9.1 through B.9.3 is not applicable in SD. No. 59 (Peace River South). See Article B.9.4 below**

### **Local Provisions:**

4. Teachers may have the option of being paid on a ten or twelve (10 or 12) month basis subject to the following conditions:
  - a. An authorization form must be in Payroll by 4 p.m., September 10. No applications will be accepted after the deadline.
  - b. Once a teacher has requested either the ten or twelve month (10 or 12) plan, their method of pay cannot be changed until the next September. If Payroll does not receive an authorization form, the employee will be paid over ten (10) months.
  - c. **The Twelve Month Plan**
    - i. Approximately two twelfths (2/12) of the employee's net September pay, less any adjustments for miscellaneous deductions, will be deducted at the

end of each month from September to May.

- ii. The total amount deducted during the nine (9) pay periods shall be paid out in full on the final pay day at the end of June.
- iii. The amount deducted will be based on the net pay after Tax, CPP, and EI have been calculated on the ten (10) month taxable earning.

Therefore, the amount paid out in June will not be subject to these deductions.

- d. At the beginning of a new school year, a returning teacher will only have to complete a new authorization form if he or she would like to change his/her method of pay.

5. Teachers shall be paid on a twice monthly basis:

- a. An advance of the monthly salary shall be paid on the fifteenth (15th) of the month or, if the fifteenth (15th) is not a working day, on the last working day prior to the fifteenth (15th) of the month. The amount of the advance shall be set in September as fifty percent (50%) of net monthly salary.
- b. The remainder of the salary shall be paid on the last working day of the month.

#### **6. Automatic Deposit**

- a. The payments shall be made by automatic deposit to the employee's account and in accordance with the requirements of the Employment Standards Act.

### **ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE**

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

Effective July 1, 2006 – 47 cents/kilometer  
Effective July 1, 2007 – 48 cents/kilometer  
Effective July 1, 2008 – 49 cents/kilometer  
Effective July 1, 2009 – 50 cents/kilometer

- 2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.

3. The employer shall reimburse an employee who is required to use his/her personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.

**PCA Article B.10.4 and B.10.5 is not applicable in SD. No. 59 (Peace River South).**

*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. Health and Welfare Benefits**

- a. The Board will purchase insurance plans to provide Union members, whose F.T.E. is 0.5 or more, with health and welfare coverage as set out in this Article, subject to the following terms and conditions:

- i. the Board has the right to select the carrier(s) for all insurance coverage.
- ii. no teacher employed by the Board shall be permitted to carry primary coverage and also be covered as a dependent under the insurance plans provided in this Agreement.
- iii. the equivalent dollar value of the Board's share of premiums shall be applied firstly to those premiums which are not taxable benefits.

- b. **Basic Medical Services:**

The Board shall pay one hundred percent (100%) of the premium cost of medical service coverage provided by the B.C. Medical Services Plan.

- c. **Extended Health Services:**

The Board shall pay one hundred percent (100%) of the premium cost for teachers who meet all the requirements of membership in the Extended Health Benefit Plan. Such coverage shall be subject to an annual deductible of fifty dollars (\$50) and co-insurance of ten percent (10%) of expenses on prescription drugs.

d. **Dental Services:**

- i. The Board shall pay seventy-five (75%) and the teacher the other twenty-five (25%) of the cost of the premium. Benefits of this plan shall include those regularly included under Plan A with one hundred percent (100%) coverage, Plan B with eighty percent (80%) coverage, Plan C with fifty percent (50%) coverage.
- ii. A teacher is eligible for orthodontic services under Plan C after twelve (12) months participation in the Plan. This benefit is subject to a lifetime cumulative payment of seventeen hundred & fifty dollars (\$1750) per patient.
- iii. Participation in the dental plan shall be a condition of employment for all teachers entering the employ of the Board on or after September 1, 1979, except where the teacher is already covered by a spousal or family plan.
- iv. Coverage shall be based on the current fee schedule.

e. **Group Life Insurance:**

The Group Life Insurance Plan shall provide the following coverage to teachers meeting the requirements of the carrier:

- i. Basic two (2) times annual earnings rounded to the next higher multiple of one thousand dollars (\$1000). Coverage reduces at age sixty-five (65) to fifty percent (50%) and terminates at age seventy (70).
- ii. Accidental Death & Dismemberment - for dismemberment, according to the schedule provided by the carrier; for accidental death, two (2) times annual earnings, rounded to the next higher multiple of one thousand dollars (\$1000).
- iii. The Board shall pay one hundred percent (100%) of the premium cost of Group Life Insurance and Accidental Death & Dismemberment coverage.
- iv. B.C.T.F. Optional Life Insurance:

Should teachers wish to participate in the B.C.T.F. group plan to provide supplementary life insurance coverage fully paid for by the teachers, the Board agrees to deduct the premiums, providing that the Union will ensure that this will be the limit of any Board administrative responsibility.



### **3. Benefit Protection**

The Board shall continue to maintain premium payments of any benefits as per this Agreement, on behalf of a teacher, during the period the teacher is on medical leave of absence and is in receipt of Salary Indemnity Plan - Short Term Benefits, and for a period of twelve (12) calendar months from the effective date of coverage of a teacher on medical leave of absence and in receipt of Salary Indemnity Plan - Long Term Benefits.

### **4. Benefit Plan Information**

The Board shall provide the Union with a copy of all master teacher benefit plans and a copy of the financial/actuarial statements for these plans as they become available.

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

### **1. Eligibility for Category 5+**

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

### **2. Criteria for Category 5+**

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

### **3. Salary Rate Calculation**

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

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

#### **4. Application for Category 5+**

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

#### **Transition Process**

Note 1:

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

Note 2:

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

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

## **ARTICLE B.21 SALARY CATEGORY**

1. The salary category of teachers will be as verified as the most recent evaluation of the Teachers' Qualification Service. Verification is the responsibility of the teacher and must be provided by November 30th or within three months of the start of employment, (whichever is earlier). This deadline also applies to changes in salary category resulting from increased qualifications. The deadline shall be extended if the teacher can show that there is a delay in processing the necessary documentation.
2. Placement of each teacher upon the salary scale shall be in accordance with such qualifications and experience as hereinafter provided.
3. Teachers holding qualifications for the EB Category will be placed in Category 4.

## **ARTICLE B.22 PRACTICAL ARTS TEACHERS**

Teachers employed in a Career Preparation, Pre-Apprenticeship or Practical Arts Program which requires additional certification beyond teacher certification and/or direct experience working in business/industry may be paid on a salary scale which will provide a salary appropriate to their teaching function, as determined by the Superintendent of Schools, placement not to exceed Category 5.

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

1. Part-time teachers shall be paid a pro-rata salary based on their F.T.E. assignment to the district.
2. The length of the instructional week shall be determined by the Board in conformity with the School Act and Regulations, less the length of the noon intermission.
3. Part-time teachers with an assignment of 0.5 F.T.E. or more shall be eligible to participate in all benefit plans on the same basis as full time teachers.

### **4. Sick Leave**

Part-time employees shall be eligible for sick leave provisions proportionate to their assignment as specified in Article G.54.1.

### **5. Pension Coverage**

Teachers on continuing contracts who move from full-time employment to a part-time assignment shall be considered to be on leave so that they may purchase pensionable service to provide for a full year pension credit.

**ARTICLE B.24 POSTS OF SPECIAL RESPONSIBILITY**

1. The following positions shall be called Posts of Special Responsibility: Department Heads, Counsellors, Student Programmers, Head Teachers, Teacher-in-Charge.
2. A job description for a person in a position of special responsibility will be developed jointly by that person and his immediate supervisor, following guidelines established by the joint Board/Union committee.
3. Should the position of special responsibility become vacant, the job description in effect will serve as the description for the position. Upon filling the vacancy the provisions of Article B.24.2 apply.
4. Teachers assigned to a position of special responsibility shall be paid an allowance per year, or fraction thereof, proportionate to their assignment, as follows:
  - a. Department heads, Counsellors: 4 1/2% of Category 5 Maximum
  - b. Head Teacher: 8% of Category 5 Maximum
  - c. Teacher-in-Charge:

According to the following formula:

$$\frac{\text{Amount X Cat. 5 max. (to the nearest cent)}}{195}$$

<u>F.T.E. Staff</u>	<u>Amount</u>
Less than 10	.069 per day
10-15	.121 per day
16-25	.173 per day
Over 25	.225 per day

5. Appointments to these posts, (except for Teacher-in-Charge), shall be for one (1) year.
6. All positions covered by this Article shall be advertised as Posts of Special Responsibility and the allowance shall be included in the advertisement.

**ARTICLE B.25 PRO RATING OF ALLOWANCES**

A person appointed during the school year to any position carrying an allowance shall be paid 1/10 of the annual allowance per month employed in that position during the remainder of the school year.

## **ARTICLE B.26 LETTER OF PERMISSION**

Holders of a Letter of Permission, whose years of preparation cannot be equaled to years of university training, shall be placed in a category which will provide a salary appropriate to their teaching function, as determined by the Superintendent of Schools, placement not to exceed Category 5.

## **ARTICLE B.27 NEW CATEGORIES**

In the event that a new category is created during the life of the salary contract, then the allowance or salary shall be decided by negotiation between the Board and the Union and then shall form an addendum to the current salary contract.

## **ARTICLE B.28 EXPERIENCE**

1. Full credit will be granted upon initial appointment for teaching experience in all government-inspected schools. The Salary Review Committee, Article B.29.1, shall decide what constitutes “teaching experience” where this is in question.
2. Upon initial appointment, experience shall be recognized as follows:
  - a. Eight (8) months of full-time employment or its equivalent, as defined in Article B.28.2.b shall constitute a year’s experience for increment purposes.
  - b. Periods of part-time teaching and short term appointments of one month or more shall be added together for accumulation of years of experience credit.
  - c. Part-time teachers will qualify for experience credits proportionate to the percentage of time employed. Periods of consecutive teaching of one month or more during a school year shall be combined to carry experience credits.
  - d. Educational administrative service as a member of staff of the Ministry of Education carries credit.
  - e. Service as a member of a faculty recognized by the Ministry of Education for certification purposes shall carry full credit.
  - f. Absence while on paid sick leave and maternity leave, (as per Employment Standards Act), shall carry full experience credit.
  - g. Teachers on exchange shall be granted experience increments as if they were teaching in School District #59.

- h. A teacher with work experience in fields directly related to his/her subject teaching areas may be placed on the salary scale above his/her regular placement by the Superintendent of Schools in consultation with the Salary Review Committee.
- i. To accommodate those teachers who have accumulated experience as described in Article B.28.2.b and B.28.2.c, salary increments will be awarded on two anniversary dates, September 1 and February 1.

**ARTICLE B.29 REVIEW OF SALARY PLACEMENT**

- 1. Salary placement of all teachers will be reviewed in October of each year by a joint committee called the Salary Review Committee, made up of representatives of the district educational and administrative staff, and the Union. Teachers who have concerns about the accuracy of their salary placement shall bring them to the attention of their Union representatives on the review committee.
- 2. Adjustments for underpayment of salary shall be made immediately at the closest pay period. Recovery of overpayment shall be made over a period not to exceed the balance of the current fiscal year.

**ARTICLE B.30 COACHES/TEACHER SPONSOR OUT-OF-POCKET EXPENSES**

With prior authorization, coaches and teacher sponsors shall be reimbursed for the following expenses incurred in the performance of their duties:

- a. Per diem of thirty-two dollars (\$32). Breakfast seven dollars (\$7) , Lunch nine dollars (\$9), and Supper sixteen dollars (\$16).

And, upon presentation of receipts:

- b. Approved accommodation costs.
- c. Other necessary expenses, such as telephone, at cost.

**ARTICLE B.31 FIRST-AID ATTENDANT**

- 1. The Board shall pay an allowance per annum, as follows, to designated teachers holding an approved First-Aid Certificate. The cost of the fees for obtaining and renewing such certificate shall be reimbursed by the Board upon presentation of proof of successful completion.
  - a. July 1, 2006: \$256.30
  - b. July 1, 2007: \$262.70

- c. July 1, 2008: \$269.30
  - d. July 1, 2009: \$276.00
  - e. July 1, 2010: \$281.50
2. A teacher providing first aid to students is deemed to be acting within the scope of his or her employment and is covered by the Board's insurance policy.

**ARTICLE B.32 PART MONTH PAYMENTS AND DEDUCTIONS**

1. The rate of deduction for a day without pay shall be defined as one two-hundredth (1/200) of the current rate of annual salary of the teacher.
2. A teacher shall be paid one tenth (1/10) of current annual salary in respect of each month in which the teacher works all prescribed school days that month.
3. In the event that a teacher commences work on a day other than the first prescribed school day that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment for that month shall be the greater of the following amounts:
- a. One twentieth (1/20) of regular monthly salary for each day taught or
  - b. Full regular monthly salary less one twentieth (1/20) of the salary for each day not taught.

**ARTICLE B.33 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**

The parties agree that an employee and family assistance program is desirable and worthy of their joint support. They agree to continue efforts to maintain such a program.

**ARTICLE B.34 FALSELY ACCUSED EMPLOYEE ASSISTANCE**

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising his/her duty as an employee of the Board, and
- a. an investigation by the Board has not concluded that the accusation is true;
  - b. the teacher is acquitted of criminal charges in relation to the accusation; or
  - c. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false, the teacher shall be entitled to assistance from the Board as provided in this Article.

2. The teacher shall be entitled to use appropriate leave provisions of the Contract to access medically prescribed specialist counselling services and/or medical assistance to deal with negative effects of the allegation(s).
3. The teacher shall be assisted by the Board in assuring successful return to teaching duties which may include, where requested by the teacher, provision of factual information to parents by the Board.



## **SECTION C      EMPLOYMENT RIGHTS**

### **ARTICLE C.1      RESIGNATION**

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

### **ARTICLE C.2      SENIORITY**

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
2. **Porting Seniority**
  - a. Effective September 1, 2006 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to ten (10) years of seniority accumulated in other school districts in BC.
  - b. **Seniority Verification Process**
    - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
    - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
    - 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. Definition of Seniority**

- a. In this Article ‘seniority’ means a teacher’s aggregate length of service in the employment of the Board, inclusive of service under temporary appointment and part-time teaching. For the purpose of calculating length of service, part-time teaching shall be credited fully as if it were full-time service.
- b. In addition to the provisions of Article C.2.7.a, the seniority for a teacher on a continuing contract shall include:
  - i. Teacher on call seniority accumulated pursuant to PCA Article C.2.3; and
  - ii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall a teacher be credited with more than one (1) year of seniority for any school year.
- c. When the seniority of two or more teachers is equal pursuant to Article C.2.7.a and C.2.7.b, the teacher with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.

- d. When the seniority of two or more teachers is equal pursuant to Article C.2.7.c, then the greatest combination of seniority plus time on leaves as set out in Article G.54 will be deemed to be the most senior.
- e. When the seniority of two or more teachers is equal pursuant to Article C.2.7.d, the teacher with the greatest number of days teaching on call with the Board prior to appointment shall be deemed to have the greatest seniority.
- f. When the seniority of two or more teachers is equal pursuant to Article C.2.7.e, the teacher with the greatest number of years recognized for salary purposes shall be deemed to have the greatest seniority.
- g. When the seniority of two or more teachers is equal pursuant to Article C.2.7.f, the teacher with the earliest date and time of acceptance of an offer of employment by the Board shall be deemed to have the greatest seniority.
- h. When the seniority of two or more teachers is equal pursuant to Article C.2.7.g the tie shall be broken by a draw.
- i. For the purposes of this Article the following leaves shall accrue seniority:
  - i. paid educational leave;
  - ii. sick leave paid by the Board;
  - iii. maternity leave as per the Employment Standards Act;
  - iv. secondment to the Ministry of Education and the Faculty of Education;
  - v. leave for teaching duties with D.N.D. or C.U.S.O.;
  - vi. approved exchanges with or loan to another school authority;
  - vii. leave for duties with the Union, the BCTF, and the College of Teachers;
  - viii. leave for elected office at the provincial or federal level;
  - ix. Compassionate Care Leave pursuant to Article G.2.
- j. For the purposes of this Article, the following leaves shall not accrue seniority:
  - i. medical leave covered by the BCTF Short Term/Long Term Salary Indemnity Plan;
  - ii. approved maternity leave beyond the period set out in the *Employment Standards Act*;
  - iii. Deferred Salary Leave Plan;

- iv. all other approved leaves of absence;
- v. time on the district layoff/recall list.
- k. For the purposes of this Article, service as an Administrative Officer in School District No. 59 (Peace River South) shall accrue seniority.

## **ARTICLE C.21 SECURITY, LAYOFF, RECALL, AND SEVERANCE**

1. Security of employment increases in proportion to the length of service in the employ of the Board. However, to ensure the continuation of high quality educational programs for pupils, this security of employment is subject to the provision that a teacher's service continues to be satisfactory and that the teacher possesses the necessary qualifications and experience for the positions which are available.
2. Qualification for filling a teaching position will be based on:
  - a. training;
  - b. experience as documented in the teacher's personnel file;
  - c. educational preparation and certification;
  - d. demonstrated ability.
3. A teacher shall be considered qualified within the teaching specialty he/she is currently assigned to and/or the teaching specialty which represents his/her primary supervisory responsibility, or
  - a. by demonstrating satisfactory teaching performance in the teaching specialty within the last five (5) years, as established by an official report as described in the School Act and Regulations, or
  - b. if the following educational preparation is verified in official transcripts:
    - i. a major or minor in the teaching specialty as established for layoff and recall purposes, or
    - ii. three or more university courses have been completed (equal to nine (9) UBC units) in the teaching specialty within the last five years, or
    - iii. two university courses have been completed (equal to six (6) UBC units) in the teaching specialty, with evidence of participation in a series of professional development workshops directly related to the teaching specialty and/or enrollment in relevant short courses or audit courses.

4. In determining whether or not a teacher has the necessary qualifications for a position, the willingness and ability of the teacher to complete educational courses or take training relevant to the position shall be taken into consideration.

**5. Security of Employment Based on Seniority and Qualifications**

- a. For the purposes of this Article, “termination”, “layoff” and “reduction in total number”, includes termination of teachers on continuing contracts and temporary teachers prior to the end of the term of the contract.
- b. When for a bona fide educational or budgetary reasons the Board determines that it is necessary to reduce the total number of teachers employed by the district, or to eliminate or reduce the level of educational programs, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority, subject to the provision that they possess the necessary qualifications for the positions available. Transfers from one program or school to another may be initiated by the Board to facilitate the application of seniority provided the transferred teacher possesses the necessary qualifications and/or experience.
- c. The Board shall give each teacher it intends to layoff, pursuant to this Article, a minimum of thirty (30) calendar days’ notice in writing. Layoff notices will be issued on:
  - i. any working day between, and including, September 1 and October 5; or
  - ii. the fifth (5th) day after the Board receives its Final Budget Revenue from the Ministry of Education; or
  - iii. any working day between, and including, February 1 and March 1; or
  - iv. a minimum of at least thirty (30) calendar days prior to June 30, to be effective for June 30.
- d. If a teacher has been declared surplus in his/her school and there is no vacancy in that teacher’s area of qualification within his/her community of residence;
  - i. The surplus teacher shall be assigned to the position held by the least senior teacher in the community who holds a position for which the surplus teacher is qualified, and
  - ii. The position to which the senior teacher is transferred must be an appointment equal to, or greater than, the percentage (%) of time of the appointment that he/she held prior to the transfer.

- e. If teachers with continuing contracts remain unplaced because there are no available positions for which they are qualified, the Board may lay off the teacher in the district with the least seniority who is holding a position for which the senior teacher has the necessary qualifications so that the teacher placed in the job is the more senior and the teacher laid off is the least senior in the district.
- f. Where a successful appeal necessitates a subsequent layoff, the layoff notice will contain the reason for the layoff and a list of teaching positions for which a teacher with less seniority was retained. The Board shall concurrently forward a copy of such notice to the Union.

## **6. Teacher's Right to Re-Engagement**

- a. The name of a teacher who has been laid off, and who has accrued seniority, will be maintained by the district on the recall list until:
  - i. the teacher has been recalled to employment, or
  - ii. the teacher does not accept a valid offer, or
  - iii. sixteen (16) months have elapsed from the effective date of layoff, or
  - iv. the teacher accepts a continuing teaching position in another school district.
- b. When a position on the teaching staff of the district becomes available, the Board shall, notwithstanding any other provision of this Agreement, first offer re-engagement to the teacher on the recall list who has the most seniority subject to the provision that the teacher possesses the necessary qualifications of the teaching position available. If that teacher declines the offer, the position shall be offered to the teacher on the recall list with the next greatest seniority and the necessary qualifications. The process shall be repeated until either the position is filled, or the recall list has been exhausted. All positions shall be filled in this manner while there are remaining teachers who have been laid off pursuant to this Article.
- c. A valid offer shall be defined as a position within the district that is:
  - i. the same percentage or more of employment for which the laid off teacher was engaged, and
  - ii. in a teaching specialty for which the teacher possesses the necessary qualifications and
  - iii. is not limited to being in the same geographic area as the previous employment.

- d. An offer is not valid if at the time such teacher would be entitled to maternity leave or is attending university.
- e. A teacher who is offered re-engagement pursuant to this Article must inform the Board whether the offer is accepted or not, within forty-eight (48) hours of receipt of the offer, exclusive of weekends and statutory holidays.
- f. The Board shall allow fourteen (14) calendar days from an acceptance of an offer under Article C.21.6.b and C.21.6.c for the teacher to commence teaching duties, provided that, where a teacher is required to give a longer period of notice to another employer, such longer time be allowed, but must not exceed thirty (30) days.
- g. Upon re-engagement, a teacher shall be entitled to a continuing appointment to the teaching staff of the district if he/she held a continuing appointment at the time of lay off.
  - i. If the re-engagement assignment is for a specified term and/or for an amount of employment different from that of the teacher's position before layoff, the teacher shall maintain his/her position on the recall list.
- h. In the selection of teachers for termination, and for purposes of recall, a part-time teacher who is senior to another teacher shall be entitled to be retained:
  - i. if the junior teacher's time is of the same percentage of time;
  - ii. if the junior teacher's position is of a lesser percentage of time and the senior teacher elects to claim it.
- i. The name and starting date of each teacher employed on continuing or temporary contract will be maintained on a seniority list.
  - i. The starting date is to be defined as the date on which earning of a salary commenced.
  - ii. The seniority list is to be maintained by the Board and made available to the PRSTA, and district schools.
  - iii. The list will be prepared and distributed no later than January 15 of each year.
  - iv. Errors in the seniority list must be brought to the attention of the Superintendent of Schools within thirty (30) calendar days of the list being published.

- j. The Board shall maintain a recall list. Copies of the list will be sent to each person on the list and the Union at least once during the spring term of each year.
  - i. Teachers on the recall list will be responsible for advising the office of the Superintendent of Schools of any changes in address or telephone number.
  - ii. Failure to advise the office of the Superintendent of Schools of a change of address or telephone number may constitute a forfeiture of the teacher's position on the recall list.
- k. For the purpose of retraining for available positions a teacher who retains the rights of re-engagement shall be entitled to make application for grants from the professional development funds provided in this Agreement, or from funds provided by the Board, and such application shall receive preferential consideration.
- l. A teacher re-engaged pursuant to this Article shall be entitled to all sick leave accumulated at the date of termination.
- m. Teachers on the recall list shall be entitled, if otherwise eligible, to participate in the employee benefit plans in which they are enrolled at the time of the layoff for a period of up to sixteen (16) months.
  - i. After thirty (30) days the teacher must assume full payment of the cost of premiums.
  - ii. Teachers on the recall list shall notify the Secretary-Treasurer within ten (10) calendar days of the effective layoff indicating whether they wish to waive or participate in the benefit coverage pursuant to this Article.

## **7. Severance Pay**

- a. A teacher on continuing appointment who has one or more years of continuous employment and who is laid off, save and except a teacher who is terminated or dismissed pursuant to sections of the School Act providing for dismissal or termination for cause, may elect to receive severance pay, as set out in this Article.
- b. Severance pay shall be calculated at the rate of five percent (5%) of one year's salary for each year's service to a maximum of two (2) years' salary.
  - i. Salary on which severance pay shall be calculated shall be based on the teacher's salary at the time of his/her layoff.
  - ii. For purposes of this Article, a teacher who has taught less than one year shall be deemed to have taught for one year.



- c. A teacher who wishes to elect severance pay shall notify the Board of his/her intention within thirty (30) calendar days following the effective date of the layoff.
- d. A teacher who received severance pay and is subsequently re-hired shall retain any payment granted under the terms of this Article.
- e. A teacher who accepts severance pay shall be considered terminated and shall not be eligible for placement on the recall list.
- f. The teacher may choose to receive severance pay:
  - i. in one lump sum within thirty (30) days of termination;
  - ii. in monthly installments of ten percent (10%) of the total amount payable, commencing at their next regular pay period.

**ARTICLE C.22 EMPLOYMENT ON CONTINUING CONTRACT**

- 1. Every appointment made by the Board, except for appointments of temporary and teachers on call, all subject to the provisions of this Agreement, shall be deemed to be a continuing contract until the contract has been terminated, the teacher has been dismissed or ceases to be a member of the College of Teachers.
- 2. Teachers with continuing contracts shall be entitled to retain their continuing contracts when reassigned to any teaching position in the District through the Posting and Filling and Transfer processes. A continuing contract teacher who applies for and is awarded a term position, shall vacate that position at the end of the specified term. That teacher must then apply for posted positions pursuant to the provisions of Article C.25.4. There will be no guarantee of the teacher remaining in the geographic area of the term position.

**ARTICLE C.23 TEMPORARY APPOINTMENTS**

**1. Interpretation**

- a. For the purposes of interpretation of this section the major geographic regions in School District #59 are: Chetwynd and contiguous area, Dawson Creek and contiguous area, and Tumbler Ridge.
- b. The Board and the Union both recognize that from time to time positions for a specified term will be created as a result of Ministry and or Board initiatives. For the purposes of this Agreement, such positions will be referred to as “special project” positions.

- c. In School District No. 59, a term position is a position temporarily existing as a result of a special project or temporarily vacant as a result of the granting of a leave of absence. Subject to the limitations in Article C.23.2, the Board shall have the right to designate particular positions as term positions to accommodate the return of teachers who are on leaves of absence.

**2. Limitation:**

- a. At September 1 of the school year, the number of teachers with temporary contracts in the District shall not exceed the total number of teachers on leave from the District plus the number of temporary special projects positions in the District.
- b. A position that comes available after September 1 in the school year is considered to be a temporary position for the remainder of that school year but would be considered a vacancy for the following year and must be posted according to Article C.25.

**3. Employment of Temporary Contract Teachers**

- a. The Board shall appoint teachers to temporary contracts only to fill temporary positions as specified in Article C.23.1.c, or where teachers have declined a continuing contract.
- b. The Board agrees to provide to the Union no later than October 1 in any school year a list of teachers hired on temporary contract for the school year and a list of positions the Board considers temporarily existing or temporarily vacant for the school year.
- c. The Superintendent of Schools may request teachers with continuing contracts to apply for part-time leave when a full-time continuing position is unavailable, or where it is determined that the individual lacks the necessary qualifications for available positions.
- d. Temporary teachers eligible for continuing appointments may decline the offer of a continuing appointment and remain on a temporary appointment.

**4. Re-employment of Temporary Contract Teachers**

- a. Teachers who have been employed by the Board on one or more temporary contracts shall have first right of refusal to further available temporary contracts for which they apply, subject to Article C.25 - Posting and Filling Vacant Positions, and the provisions below, provided that a formal written report indicates satisfactory performance. This right of refusal shall last for a period of sixteen (16) months from the last day of the most recent temporary contract.

- b. Former temporary contract teachers offered available temporary contracts shall be those with the greatest seniority, provided they possess the necessary qualifications for the positions available as per Article C.25.1.d.i., ii., iii.
- c. Former temporary contract teachers lose their priority to re-employment after refusal of two (2) positions within the geographic region of their former employment. This shall not prejudice the teacher's right to apply for future positions.
- d. Former temporary contract teachers do not lose their priority to re-employment after refusal of positions outside the geographic region of their former employment.

## **5. Conversion to Continuing Contract**

- a. Teachers who have been employed by the Board on temporary contracts shall be entitled to available continuing contracts commencing with the teacher with the greatest seniority who has the necessary qualifications for available positions and a formal written report indicating satisfactory performance.
- b. A continuing appointment shall be awarded to each teacher who has served two (2) full years on a temporary appointment, provided there has been no break in the teacher's continuity of service, and the teacher possesses the necessary qualifications for available positions.

## **ARTICLE C.24 APPOINTMENT TO THE TEACHING STAFF OF THE DISTRICT**

- 1. Prospective appointees shall be informed in writing where feasible, or by telephone, or via internet/email of the nature of the possible assignment, the expectations of the Board and of the schools, and of the learning, working and living conditions in the district, prior to appointment to the district.
- 2. An applicant for appointment shall be entitled to rely on a representation of the Superintendent, Assistant Superintendent, Director of Instruction, Secretary-Treasurer, or Administrative Officer that an offer of an appointment has been made, or that an appointment has been made, or with respect to the terms of such offer or appointment.
- 3. The Board shall provide new appointees with a suitable program of orientation as per Article A.22 - Staff Orientation.

## ARTICLE C.25 POSTING AND FILLING VACANT POSITIONS

### 1. Definitions:

#### a. Appointment:

An appointment is the full-time or specified part-time employment by a school district of a teacher on a continuing or temporary basis.

#### b. Position:

A teaching position is a specified subject area or areas and/or grade level or levels at a designated school or other work location to which a teacher is assigned.

#### c. Vacancy:

A vacancy means an existing or newly created teaching assignment or position to which a teacher has not been assigned subsequent to any school-based reorganization and/or timetabling.

#### d. School-Based Reorganization/Timetabling:

Teachers are permitted to fill newly created or vacated positions within their own school provided they possess the necessary qualifications. For the purposes of this Article, a teacher shall be considered qualified

- i. within the teaching specialty he/she is currently assigned to and/or the teaching specialty which represents his/her primary supervisory responsibility, or
- ii. by demonstrating satisfactory teaching performance in the teaching specialty within the last five (5) years, or
- iii. if educational preparation, verified in official transcripts, shows the teacher has a major, (equivalent to five (5) full year courses/fifteen 15 old UBC units), in the teaching specialty.

2. All vacancies will be posted in all schools within the district. If deemed necessary, vacancies can then be advertised outside the school district.

3. Every reasonable effort shall be made to notify bargaining unit members eligible for appointment or transfer of vacancies which become available during school holidays.

4. a. After considering the necessary qualification and experience, the priorities for filling a vacant position shall be:
  - i. teachers with continuing contracts transferred on the initiative of the Board,
  - ii. teachers on continuing contracts including those on leaves of absence applying for posted positions, and Administrative Officers entering the bargaining unit pursuant to Section 21 of the School Act,
  - iii. teachers on the recall list,
  - iv. teachers on a temporary contract or teachers having held previous temporary contracts with the Board, as per Article C.23.4.a, applying for the posted position,
  - v. new appointees to the district.
- b. Where two or more candidates in any grouping have the necessary qualifications and experience for the vacant position, the teacher with the greatest seniority shall have preference.
- c. Once a teacher has acquired a position through the posting and filling process, that teacher can not be displaced by a more senior teacher who has the qualifications for the job but who chose not to apply for it when it was posted.

## **ARTICLE C.26      TRANSFERS**

1. Transfers shall not be initiated by the Board as a disciplinary measure, for administrative preference or convenience, for arbitrary or capricious reasons or for the sake of change or rotation only.

### **2.      Transfers from a School**

For the purpose of this Article the major geographic areas of the school district are deemed to be Chetwynd and contiguous area, Dawson Creek and contiguous area, and Tumbler Ridge.

No teacher shall be transferred from his/her school without the agreement of the teacher unless:

- a. There is no vacant position in the teacher's school for which he/she possesses the necessary qualifications, and
- b. He/she has the least seniority of teachers within the school holding positions for which he/she is qualified.

- c. If a teacher has been declared surplus in his/her school and there is no vacancy in that teacher's area of qualification within his/her school, the surplus teacher shall be assigned to the position held by the least senior teacher in the community who holds a position for which the surplus teacher is qualified.
- d. The position to which the senior teacher is transferred must be an appointment equal to, or greater than, the percentage (%) of time of the appointment that he/she held prior to the transfer.

### **3. Transfers to a Different Geographic Area**

For the purpose of this Article the major geographic areas of the school district are deemed to be Chetwynd and contiguous area, Dawson Creek and contiguous area, and Tumbler Ridge.

- a. No teacher shall be transferred from his/her community of residence without agreement of the teacher, unless:
  - i. There is no vacant position in the teacher's community of residence for which he/she possesses the necessary qualifications; and
  - ii. He/she has the least seniority of teachers within the community holding positions for which he/she is qualified.
  - iii. If a teacher has been declared surplus in his/her school and there is no vacancy in that teacher's area of qualification within his/her community of residence, the surplus teacher shall be assigned to the position held by the least senior teacher in the community who holds a position for which the surplus teacher is qualified.
  - iv. The position to which the senior teacher is transferred must be an appointment equal to, or greater than, the percentage (%) of time of the appointment that he/she held prior to the transfer.
- b. A Board official intending to recommend transfer of a teacher to a different geographic region shall meet with the teacher at least one (1) month before the effective date of transfer, or prior to June 30 for September 1. The nature of the transfer and the reasons for it shall be communicated in writing to the teacher. The teacher may be accompanied by a member of the Union. The teacher shall have fourteen (14) calendar days to consider the matter and reply before a final decision on the transfer is made.
  - i. At or subsequent to this meeting the teacher shall have the opportunity to advise the Board official of any retraining requirements, in-service release time, or assisting teacher support which she believes necessary to adequately prepare for the proposed assignment.

- ii. A teacher refusing such a transfer may elect to be placed on the recall list under Article C.21.
- iii. In the event that the length of notice for transfer involving a change of geographic region is less than that provided for in Article C.26.3.b and the teacher agrees to accept such shorter notice, reasonable moving and relocation expenses shall be paid to the teacher by the Board.

#### **4. Transfer Within the Same Geographic Area**

- a. A Board official intending to recommend transfer of a teacher within a geographic region shall meet with the teacher at least seven (7) calendar days prior to the effective date of transfer. The nature of the transfer and the reasons for it shall be communicated in writing to the teacher. The teacher may be accompanied by a member of the Union. The teacher shall have five (5) calendar days to consider the matter and reply before a final decision on the transfer is made.
- b. Shorter notice than that provided for in Article C.26.4.a shall only be given in extreme circumstances. An immediate meeting shall be arranged between the Board and the teacher who may be accompanied by a member of the Union.
- c. At or subsequent to the meetings referred to in Article C.26.4.a and C.26.4.b, the teacher shall have the opportunity to advise the Board official of any retraining requirements, in-service release time, or assisting teacher support which he/she believes necessary to adequately prepare for the transfer.

#### **5. Transfer to a Significantly Different Grade or Subject**

The Board may transfer a teacher to an assignment involving a significantly different grade or significantly different subject area only if:

- a. there remain no vacancies in the teacher's existing grade level or subject area for which he/she has the necessary qualifications;
- b. the teacher has the least seniority among teachers in his/her existing grade level or subject area in the geographic region;
- c. the Board provides financial support, assisting teacher support and/or in-service release time to ensure professional retraining commensurate with the degree of change of assignment, and,
- d. the teacher is offered priority of transfer to future vacancies in his/her existing grade level or subject area.

## **6. General Provisions for Transfers**

- a. Any teacher, irrespective of seniority, who has been transferred without agreement shall not be subject to a further transfer without agreement for three (3) school years.
- b. Transfers initiated by the Board shall be completed no later than May 15 in a school year for the next school year, save when they are necessitated by circumstances not reasonably known to the Board by April 30 in such year.
- c. A teacher who is transferred for reasons of projected enrollment decline, position reduction or other such factors shall have the opportunity of returning forthwith to the position previously held in the event that the projected factors do not actually materialize before the beginning of a school year. Should the projected factors not actually materialize and this is not known until after the beginning of the school year the transferred teacher shall have first priority in returning to his/her previous position at the beginning of the following school year.
- d. Transfers will be made during the school year only under extreme circumstances as determined by the Superintendent of Schools. The nature of any such transfer and the reasons for it shall be communicated to the Union.
- e. A Board initiated transfer may be grieved by a teacher pursuant to Article A.6 on the basis that the transfer is unjust or unreasonable in the circumstances.

## **ARTICLE C.27 ASSIGNMENT IN SCHOOL**

1. A staff meeting shall be held prior to May 31st for the purpose of discussing the potential timetable and staff assignments for the next school year.
2. Assignment within a school shall be based on the qualifications, training, experience, personal preference of the teacher, and student needs and shall not be used for disciplinary purposes.
3. Teachers remaining on staff will be notified of their anticipated specific assignment for the next school year by May 31st.
4. A teacher who is not satisfied with a proposed assignment in a school may appeal her assignment to the administrative officer.
5. If the appeal in Article C.27.4 to the Administrative Officer in the school results in no change to the assignment, the teacher may request a meeting to discuss the matter with the Superintendent of Schools within seven (7) days of confirmation of the assignment. The teacher may be accompanied by a member of the Union.



## **ARTICLE C.28      PART-TIME TEACHING**

1. A teacher with a continuing full-time appointment to the teaching staff of the district may without prejudice to that appointment request a part-time assignment, specifying the fraction of time requested, and the length of time for which the part-time assignment is requested.
2. When the request under Article C.28.1 is granted by the Board, the teacher shall be on leave of absence status in respect of the balance of the full-time appointment and shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the Board has made the part-time assignment. The teacher may request a return to a full-time assignment at an earlier date or may extend the period of the part-time teaching, subject to agreement with the Board provided that thirty (30) days notice has been given to the Superintendent of Schools.
3. A teacher with a part-time appointment may, without prejudice to that appointment, request a full-time appointment, and shall have rights to such appointment as are contained in this Agreement, or may request an additional specified part-time appointment for a specified length of time.

## **ARTICLE C.29      TEACHER-ON-CALL HIRING PRACTICES**

1. The Board shall maintain a list of persons who are qualified and who have requested to be placed on the list of teachers on call for the school year. The Board shall forward a copy of the list to the Union in the month of September and in each subsequent month of the school year.
2. Subject to this section the Board shall not remove a person from the list of teachers on call without just and reasonable cause.
3. When calling in teachers on call, officers of the Board and Union members shall first attempt to call in from the list a person who is qualified for the assignment and who possesses a valid B.C. teaching certificate.
4. Persons not on the list of qualified teachers on call may be called in to teach on call only in the event that no available person on the list possesses the necessary qualifications for the duties required.
5. Where the Board reasonably expects a teacher to be absent for more than twenty (20) days, the vacancy shall be filled by appointment to a temporary contract. When a teacher on call completes twenty (20) days' continuous teaching on the same assignment, a temporary contract shall be granted retroactively to the commencement of the assignment.

6. The teacher on call initially assigned to a class where the teacher is absent for an indefinite time shall be permitted to continue the assignment until the absent teacher returns. Should the period of absence become known and a temporary contract be required, the teacher on call initially assigned shall be entitled to that contract unless special skills and qualifications are necessary to maintain an ongoing program.

#### **ARTICLE C.30 DISMISSAL BASED ON PERFORMANCE**

1. Teachers with less than ten (10) months continuous service with the Board:
  - a. The Board shall not dismiss a teacher who has been employed by the Board for less than ten (10) consecutive months, except where the Board has received two (2) consecutive reports pursuant to Article C.32 indicating that the learning situation in the class or classes of the teacher is less than satisfactory.
  - b. The reports referred to in Article C.30.1.a shall be prepared in accordance with the process established in Article C.32, and in accordance with the following conditions:
    - i. The teacher must have been employed by the Board for at least two (2) months before the first report is issued. At least four (4) more months must elapse before the second report is issued.
    - ii. At least one of the reports shall be a report of a superintendent of schools, an assistant superintendent of schools or a director of instruction.
    - iii. The other report shall only be a report of a superintendent of schools, an assistant superintendent of schools or a director of instruction, or the administrative officer to whom the teacher reports.
    - iv. The reports shall be written by two (2) different evaluators.
    - v. The reports shall be written independently of each other, and the report writers shall not collaborate with regards to the results.
  - c. Where the Board intends to dismiss a teacher on grounds of a less than satisfactory teaching situation, it shall, at least thirty (30) days prior to the issue of a notice of termination of a contract, give the teacher written notice of its intention to do so, and shall set a time for hearing within fourteen (14) days of the issue of the notice of intention, at which time the teacher shall have opportunity to meet with the Superintendent of Schools and Board. The President of the Union will receive a copy of the notice of termination and the teacher may be accompanied by whomever s/he wishes.

- d. Where the Board, subsequent to such a meeting decides to dismiss a teacher pursuant to this Article, it shall issue a notice of dismissal at least thirty (30) calendar days prior to the completion of the teacher's first ten (10) months of continuing service with the Board.
2. Teacher with more than ten (10) months continuous service with the Board:
- a. The Board shall not dismiss a teacher, who has been employed by the Board for more than ten (10) consecutive months, except where the Board has received three consecutive reports pursuant to Article C.32 indicating that the learning situation in the class or classes of the teacher is less than satisfactory.
  - b. The reports referred to in Article C.30.2.a shall be prepared in accordance with the process established in Article C.32, and in accordance with the following conditions.
    - i. The reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months.
    - ii. At least one (1) of the reports shall be a report of a superintendent of schools, an assistant superintendent of schools or a director of instruction.
    - iii. The other reports shall include only reports of a superintendent of schools, an assistant superintendent of schools or a director of instruction, or the administrative officer to whom the teacher reports.
    - iv. The reports shall be written by two (2) different evaluators.
    - v. The reports shall be written independently of each other, and the report writers shall not collaborate with regards to the results.
  - c. Where the Board intends to dismiss a teacher on grounds of a less than satisfactory teaching situation, it shall, at least thirty (30) days prior to the issue of a notice of termination of a contract, give the teacher written notice of its intention to do so, and shall set a time for a hearing within fourteen (14) days of the issue of the notice of intention, at which time the teacher shall have the opportunity to meet with the Superintendent of Schools and the Board. The President of the Union will receive a copy of the notice of termination and the teacher may be accompanied by whomever he/she wishes.
  - d. Where the Board, subsequent to such a meeting decides to dismiss a teacher pursuant to this Article, it shall issue a notice of dismissal at least (30) calendar days prior to December 31st or June 30th, whichever is more appropriate, unless otherwise mutually agreed upon by the teacher and the Board.

### **ARTICLE C.31 DISCIPLINE AND DISMISSAL BASED ON MISCONDUCT**

1. The Board, or an officer of the Board, shall not discipline or dismiss any person bound by this Agreement save and except for just and reasonable cause.
2. Where an employee is under investigation by an officer of the Board for any cause, the employee and the Union shall be advised in writing of that fact and the general nature of any allegations immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified of those matters at the earliest reasonable time and before any action is taken by the Board, and the employee shall be advised of the right to be accompanied by a representative of the Union at any meeting the employee is required to attend in connection with such investigation.
3. Where the Superintendent, or his/her designate, is of the opinion that there is just cause for discipline but that the appropriate discipline is not suspension or dismissal, the matter will not be referred to the Board and the Superintendent or his/her designate will determine the appropriate discipline.
4. Where the Superintendent, or his/her designate, is of the opinion that there is just cause for discipline and that appropriate discipline is a suspension of ten (10) days or less, the matter will not be referred to the Board and the Superintendent and the President of the PRSTA, with the agreement of the teacher, will meet and endeavor to agree upon the appropriate discipline.
  - a. If the Superintendent and the PRSTA President reach an agreement that is acceptable to both of them and to the teacher, the Union shall waive its right to a Board hearing.
  - b. Should the teacher not agree with the decision of the Superintendent and the PRSTA President, the teacher will be granted a Board hearing.
  - c. Where the Superintendent and the PRSTA President fail to reach agreement, the matter will be referred to a Board hearing.
  - d. Discussions between the Superintendent or his/her designate and the President of the PRSTA or his/her designate held under Article C.31.4 shall be conducted on a without prejudice basis and will not be referred to in any subsequent hearing of the Board or arbitration proceeding.
5. Unless the Union waives the right to such meeting, the Board shall not suspend or dismiss any person bound by this Agreement unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present, in respect of which:

- a. The employee and the Union shall be given seventy-two (72) hours' notice;
  - b. At the time such notice is given, the employee and the Union shall be given a full and complete statement in writing of the grounds for the contemplated action and all documents that will be considered at the meeting;
  - c. The Union, on behalf of the teacher, may file a written reply to the allegations prior to the meeting;
  - d. At such meeting the teacher shall be accompanied by representatives and/or advocates appointed by the Union, and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board, to call witnesses, and to question any person presenting evidence to the Board;
  - e. The decision of the Board shall be communicated in writing to the teacher and the Union and shall contain a full and complete statement of the grounds for the decision.
6. Where an employee is suspended under Section 15 (5) of the School Act, the Board shall, prior to taking further action under Section 15 (7) of the School Act hold a meeting in accordance with the foregoing provisions, unless the right to such meeting is waived by the Union.
  7. The Board shall not release to the media information in respect of the discipline or dismissal of a teacher unless there has been a reasonable opportunity for a meeting of the Union and the Board to develop a joint statement for the media.
  8. Where an employee has been suspended on grounds set out in Section 15(4) of the School Act, the employee shall be reinstated with full pay for the period of such suspension providing the teacher is acquitted of the charges and any further investigation by the Board concludes that the teacher has not engaged in behavior considered to be misconduct.

### **ARTICLE C.32 EVALUATION OF TEACHING**

1. All reports on the work of a teacher shall be in writing and no supplementary, oral or written report shall be made.
2. Each written report on the work of a teacher shall be drafted on the basis of a reasonable number of informal observations and not less than three (3) or not more than six (6) formal observations, which reflect the teacher's assignment. The evaluator shall first seek agreement with the teacher on the purposes of the evaluation, the time span and schedule, and the criteria to be used.

3. The criteria shall relate to those aspects of the teaching situation which can be reasonably expected to be the teacher's responsibility.
4. Teaching reports will only include reference to extra-curricular activities with the consent of the teacher.
5. The teacher shall have the opportunity to select half the formal observation times.
6. Prior to each formal classroom observation a pre-observation conference shall be held for the purpose of determining the objective of the lesson(s); what activities will be observed; and also for the evaluator to become aware of any special group or individual characteristics within the classroom.
7. Within one (1) working day of each observation or evaluatory visit, the evaluator shall discuss with the teacher his/her observations and impressions; such observations and impressions shall further be provided for the teacher in the form of a written statement.
8. The evaluator shall provide the teacher with a copy of all notes taken during a formal observation. Such notes are to include descriptive data and a subjective commentary. These notes are to be given to the teacher on the day of the evaluator's visit.
9. The comments of the evaluator shall be specific and shall be based on personal observation.
10. Where improvements are necessary, any written report on a teacher shall include constructive suggestions and advice.
11. The content of a teaching report shall be a specific, objective description of teaching performance. Judgments shall be adequately substantiated.
12. Initial observation of teachers who are new to the district should occur within one (1) month after date of assuming duties.
13. Before issuing a draft of any written report on a teacher, the Officer shall review the document at a private meeting with the teacher. Within three (3) working days of this meeting, the Officer shall provide the teacher with a copy of the final draft.
14. There shall be opportunity for the teacher to countersign the final copy of the evaluation report at the time it is issued. This signature is solely an indication that the teacher has received a copy of the report and does not imply acceptance of the contents.
15. The teacher shall have the right to submit to the Officer a written commentary on the contents of the final report which shall be filed with all copies of the report.
16. When a less than satisfactory report is written, the second report shall be written by the Superintendent of Schools or his designate. This Officer shall not be the same as the Officer writing the initial report.

17. In the event of a less than satisfactory report, a professional plan of assistance, including a time line, shall be developed in consultation with the teacher and the evaluator or designate. At any meeting(s) referred to in this paragraph, the teacher shall have the right to be accompanied by a Union representative.

18. All teachers appointed to a temporary position, of at least two (2) months duration, shall receive a formal evaluative report written as outlined in this Article and such reports are to be issued prior to the conclusion of their employment.

**19. Routine Evaluations:**

- a. All teachers will be evaluated in their first year of employment with School District No. 59 (Peace River South).
- b. Teachers who are assigned to a new position and who lack the qualifications and/or experience necessary for the position will be evaluated in the first year of assuming the new position.

**20. Non-Routine Evaluation:**

- a. Teachers who receive a less than satisfactory report in the routine evaluation scheme will have subsequent evaluations in a time period as described in the Collective Agreement.
- b.
  - i. When an Officer of the Board believes that the teaching performance of a teacher requires review, the Officer is to meet with the teacher and outline the concerns and reasons for the concerns. Consensus is to be strived for in determining what actions the teacher should take to correct the problem(s) and the time period necessary to implement the corrections. A written summary of the meeting is to be signed by both parties. If no consensus is reached, the Officer is to place his/her concerns and suggestions in writing and to confirm the substance of the meeting and areas of agreement and disagreement. A copy of this summary will be provided to the teacher.
  - ii. A second meeting is to be held after the timelines set as a result of the first meeting to review the situation. The Officer is to present to the teacher evidence supporting his/her position that the original concerns have been addressed or are still outstanding. If the outstanding issues are considered to be serious, the Officer is to inform the teacher in writing that he/she will be conducting a formal evaluation of the teacher, with a copy of this correspondence being filed with the Superintendent of Schools and the President of the PRSTA.

## **SECTION D      WORKING CONDITIONS**

### **ARTICLE D.1      INTENTIONALLY LEFT BLANK-REMOVED BY LEGISLATION**

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

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



- iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - iv. The hearing shall commence within a further ten (10) working days; and
  - v. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

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

**PCA Article D.4.1 through D.4.3 is not applicable in SD 59 (Peace River South).  
See Article D.21.2.d through D.21.3.**

#### **ARTICLE D.5 MIDDLE SCHOOLS**

1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
5. a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).

- b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
  - c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
    - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
    - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
    - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
    - iv. The hearing shall commence within a further ten (10) working days; and
    - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
6. Where a middle school program has been established on or prior to ratification of this Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

**ARTICLE D.21      WORK YEAR/WORK WEEK**

- 1. a. The regular work year is not to exceed 195 days in session, inclusive of:
  - i. One (1) year end administrative day and four (4) one-hour early closing days for parent-teacher interviews, and
  - ii. Seven (7) non-instructional days, which shall include two (2) half (1/2) days for report card writing and two (2) Community Interaction Days as mandated by the Ministry. The remaining non-instructional time shall be for professional development.
- b. All days shall be scheduled between the Tuesday after Labour Day and the last Friday in June, unless the last Friday in June falls on or before June 25, in which case the work year will end on June 30.
- c. The first day of Christmas break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1. If January 1 is a Sunday, then school shall reopen Tuesday, January 3.

- d. The first day of Spring break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March.
  - e. The first day in the regular work year shall be school opening day. Students shall be dismissed after the first two (2) hours of attendance.
  - f. The last day in the regular work year shall be an administrative day and no teacher shall be required to offer instruction. No students shall be required to be in attendance.
- 2.
- a. The regular work week for teachers shall be comprised of five (5) days from Monday to Friday, excluding statutory holidays.
  - b. Should educational programming for specific groups of students require teaching duties to be performed on Saturday (e.g. Pathfinder PALS, work experience), the work week for such positions would be Tuesday to Saturday. Postings for these positions shall clearly delineate this information.
  - c. The regular work week as described in Article D.21.2.a shall not be arbitrarily altered.
  - d. A teacher's instructional assignment shall be defined as time during the instructional week devoted to teaching courses and lessons, and shall include time assigned to supervise curricular activities, including study periods and any assigned student contact time.
  - e. **Elementary**
    - i. Each elementary teacher's weekly instructional assignment shall not exceed 1335 minutes.
    - ii. Each elementary 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 which is exclusive of recess and the noon intermission.
    - iii. Where practicable, the unassigned time shall be scheduled in modules of not less than thirty (30) minutes and, wherever possible, in modules of forty-five (45) minutes.
    - iv. Part-time teachers shall receive a pro-rata entitlement based on their F.T.E. assignment to the school.

f. **Secondary / Middle School**

- i. Each secondary or middle school teacher shall be entitled to no less than twelve and a half percent (12 1/2 %) of F.T.E. assignment for preparation time.
- ii. Part-time teachers whose instructional assignment F.T.E. is 0.5 or more shall receive a contract for an F.T.E. calculated according to this formula:

$$.875 (\text{F.T.E.}) = \text{Instructional Time F.T.E.}$$

If the percentage of preparation time is greater than twelve and a half (12 1/2) percent then the formula will be:

$$\frac{100 - \text{the percentage} \times \text{F.T.E.}}{100} = \text{Instructional Time F.T.E.}$$

3.
  - a. If two teachers cover the one assignment (one teacher in the first semester and another in the second semester) each of the teachers is entitled to 12 1/2% preparation time, proportionate to their F.T.E. appointment.
  - b. A teacher, who teaches three (3) out of four (4) blocks in the first semester prior to going on a leave and who has received the year's entitlement of preparation time during that time, shall reimburse the Board the cost of one half (1/2) of the 12 1/2% annual preparation time.
  - c. Where a teacher is required to teach 4 blocks in a second semester, after having taught 4 blocks in the first semester, and having received no preparation time, the teacher will be paid 12.5% in lieu of the preparation time missed.
4. An employee who is requested by the Board or a designate of the Board to work beyond the regular work week/work year as defined for that position shall be paid at the rate of one one hundred and ninety-fifth (1/195) the annual salary of that employee for each day worked.

**ARTICLE D.22 SUPERVISION DUTIES (NOON BREAK)**

1. No teacher shall be required to perform school supervision duties during his/her regularly scheduled lunch break.
2. For the purposes of this Article the words "regularly scheduled lunch break" shall mean that period of time within the school's organizational time to be designated as the school's lunch hour or lunch break.

## **ARTICLE D.23      EXTRA-CURRICULAR ACTIVITIES**

The parties recognize that the complete educational experience for students includes the opportunity to participate in activities not related to curricular programs. They also recognize that participation in extra-curricular activities by teachers is undertaken on a voluntary basis, and is therefore not subject to direction by either the Board or the Union.

## **ARTICLE D.24      AVAILABILITY OF TEACHERS ON CALL**

1.      When for any reason a school based teacher is absent from school, the Board shall employ a teacher on call to replace that teacher forthwith upon being informed of such absence.
2.      Notwithstanding Article D.24.1, if a teacher will be absent when the actual supervision or instruction of students by that teacher is not required, the teacher may request that a teacher on call not be called.
3.      When a teacher is absent from his/her regular duties to provide curricular or co-curricular activities for one hour or less or one period of a middle or a secondary school's timetable, the teacher may arrange for coverage of such absence by another teacher or the Administrative Officer, providing the arrangement is approved by the Administrative Officer.
4.      If no teacher on call is hired, no teacher on call costs will be charged.
5.      Notwithstanding Article D.24.4, teachers absent from their regular assigned duties on Pro D administered through the PRSTA Pro D fund will have the cost equivalent of a teacher on call charged whether a teacher on call is hired or not. This cost will be deducted from the individual entitlement of that teacher, but the monies will remain in the general Pro D account.

## **ARTICLE D.25      STAFF MEETINGS AND VOLUNTARY MEETINGS**

1.      **Staff Meetings**
  - a.      At least three (3) days notice of regular staff meetings shall be given, including the agenda of items to be considered. Notice may be waived for short emergency meetings. Agendas for staff meetings are to be set after discussion between the Administrative Officer and the Staff Rep. Neither the Administrative Officer or the Staff Rep have the power to veto on the Agenda. All staff members can place items for consideration on the agenda.
  - b.      Written minutes of staff meetings shall be kept and circulated to all staff members.

- c. Teachers shall not be required to attend staff meetings:
  - i. which conclude later than one and one-half (1 1/2) hours after dismissal of pupils;
  - ii. during recess or during the noon intermission;
  - iii. on weekends, holidays or other days when school is not in session.
- d. Staff meetings shall be held only for purposes of dealing with matters of an administrative nature or of school policy.

## **2. Voluntary Meetings**

- a. Voluntary meetings may be called by the Administrative Officer, in consultation with the Staff Rep, to deal with matters relating to educational goals, direction setting, school and educational programs or philosophies.
- b. There may be two (2) kinds of voluntary professional meetings:
  - i. Information gathering meetings so that the Administrative Officer can receive input to make needed decisions.
  - ii. Professional meetings where the teaching staff need to discuss and/or make decisions regarding policy, educational change, goals, etc.
- c. The agenda for voluntary meetings must be circulated to all staff members at least ten (10) working days prior to the meeting and must clearly define what kind of meeting this will be.
  - i. The agenda must specify exactly what will be discussed at the meeting, and must clearly delineate the intended outcomes of the meeting.
  - ii. The agenda must also specify the length of the meeting time.
  - iii. Where decisions are to be made, the decision-making process to be used must be agreed upon by the professional staff, prior to the discussion and vote.
  - iv. Input will be sought from individuals or groups who may be affected by the decision, but decisions which deal with strictly professional matters shall be voted upon only by professional staff.

**ARTICLE D.26      TECHNOLOGICAL CHANGE**

1. Technological change shall be defined in Section 78 of the *Industrial Relations Act*.
2. When it is determined that the introduction of a technological change is under consideration or is to be introduced, the Board shall notify the Union in writing. Such notice shall be given at least ninety (90) days prior to the date on which the change is to be affected, and shall state the:
  - a. nature of the change
  - b. the effective date of the change, and
  - c. the approximate number and type of employees likely to be affected.
3. Once notice of change has been given, the parties to this Agreement shall enter into discussions intended to establish ways in which employees who may be affected can adjust to the effects of the technological change.
4. The operation of this Article shall render Section 74 of the *Industrial Relations Act* inapplicable.

**ARTICLE D.27      HEALTH AND SAFETY COMMITTEE**

1. The PRSTA shall be represented on the District Health and Safety Committee and the Health and Safety Committee at each worksite.
2. PRSTA representation shall be equal to the representation of any other union sitting on the Committee.

**ARTICLE D.28      HOME EDUCATION**

1. Educational services that may be required for home education students (as defined in the School Act and Regulations) shall be provided by a member of the Union, administrative officer or other officer of the Board.

**ARTICLE D.29      INTENTIONALLY LEFT BLANK-REMOVED BY LEGISLATION**

**ARTICLE D.30      INTENTIONALLY LEFT BLANK-REMOVED BY LEGISLATION**

## **SECTION E PERSONNEL PRACTICES**

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

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

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

#### **1. General**

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



## 2. Definitions

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

## 3. Resolution Procedure

- a. **Step 1**
  - i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express his/her feelings about the situation.

- ii. Before proceeding to Step 2, the complainant may approach his/her administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to E.2.5 Informal Resolution Outcomes

b. **Step 2**

- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
- ii. The complaint should include specific behaviours which form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.
- iii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.
- iv. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

c. **Step 3**

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

**4. Remedies**

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
  - i. reinstatement of sick leave used as a result of the harassment;

- ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
  - iii. redress of any career advancement or success denied due to the negative effects of the harassment;
  - iv. recovery of other losses and/or remedies which are directly related to the harassment.
- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
  - c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.
  - d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
  - e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

## **5. Informal Resolution Outcomes**

- a. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
  - i. All discussions shall be solely an attempt to mediate the complaint;
  - ii. Any and all discussions shall be completely off the record and will not form part of any record;
  - iii. Only the complainant, respondent, and administrative officer shall be present at such meetings
  - iv. No discipline of any kind would be imposed on the respondent; and
  - v. The BCTF and its locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at meetings pursuant to E.2.5.a.

- b. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of E.2.5.a, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.
- c. In the circumstances where a respondent has acknowledged responsibility pursuant to E.2.5.a, the employer may advise a respondent of the expectations of behaviour pursuant to Article E.2 in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

## **6. Training**

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

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

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

**ARTICLE E.21 NO DISCRIMINATION FOR UNION ACTIVITY**

The Union and the Employer agree that there shall be no discrimination, interference, and restriction, or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

**ARTICLE E.22 PERSONNEL FILES**

1. An employee shall be entitled to review his/her personnel file in the office in which the file is normally kept during regular office hours. Such examination shall take place in the presence of a representative of the employer. The employee may be accompanied by a Union representative. A Union representative with written authority from a teacher may examine that teacher's file, subject to the same conditions.
2. All comments relating to a teacher's work performance or conduct which may be detrimental to the teacher's advancement or standing with the employer shall be made in writing, copied to the teacher, and shall be placed in the personnel file. The teacher shall have the right to reply to any comments, and such reply shall also become part of the personnel file. No information will be introduced at any stage of the grievance procedure or at arbitration which has not previously been provided to the teacher in writing.
3. A teacher may request to have any letter of reprimand or critical comments not contained in formal evaluation reports removed from his/her file, after two (2) years, provided there has been no subsequent filing of material relating to the same type of incident.
4. Any file relating to a teacher kept in a school shall be destroyed when the teacher or the administrative officer leaves that school.

## **SECTION F      PROFESSIONAL RIGHTS**

### **ARTICLE F.21      PROFESSIONAL AUTONOMY**

1. Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practices, have individual professional autonomy in determining the methods of instruction and the planning and presentation of course materials in the classes of pupils to whom they are assigned.
2. Management retains the right to determine the effectiveness of instruction and retains the right to evaluation of its teachers in accordance with the provisions of this Agreement.

### **ARTICLE F.22      PROFESSIONAL DEVELOPMENT**

#### **1.      Professional Development Support Fund**

- a. A professional development support fund shall be established by joint agreement of the Board and the Union, to be known as the Professional Development Support Fund.
- b. The fund shall be supported by monies contributed annually by the Board and the Union, as follows:

The Board will contribute \$135,000 and the Union will contribute \$5,000.

- c. For administrative purposes there shall be five funds established in accordance with the philosophy which recognizes individual professional development needs as separate from the needs of intact groups. The five (5) funds shall be known as:
  - i. the Individual Professional Development Fund
  - ii. the Foundation Fund
  - iii. the Aiming for Excellence Conference Fund
  - iv. the Educational Assistance Fund
  - v. the Professional Growth Fund

## 2. Purpose of Funding

### a. Individual Professional Development

Support for activities initiated by the individual teacher, such as:

- i. visiting and observing peers
- ii. attendance at job-related conferences, workshops, seminars, etc.
- iii. attendance at job-related short courses and university summer courses.

### b. The Foundation Fund

Support for activities planned by schools or intact groups, such as PSA's, who are pursuing group development plans.

### c. The Aiming for Excellence Conference Fund

A District Conference will be held every three (3) years to offer opportunities for exposure to new concepts in education and provide the incentives necessary for teachers to pursue new directions in their work.

### d. Educational Assistance Fund

Support for teachers taking long-term leave to pursue studies beneficial to the individual and the district.

### e. The Professional Growth Fund

Support for teachers participating in joint Board/PRSTA professional development activities.

## 3. Allocation of Funds

The Professional Development Funds shall be apportioned as follows:

- a. Two (2) Educational Assistance grants each in the amount of \$7,500 or one (1) Educational Assistance grant in the amount of \$15,000.
- b. Support for Individual Professional Development:

Allocation of Funds as follows:

Tumbler Ridge	\$10,575.00
Chetwynd	\$10,600.00
Dawson Creek	\$31,812.50

- c. Support for the Foundation Fund: \$32,561.00
- d. \$15,000.00 allocated annually for the Aiming for Excellence Conference Fund.
- e. \$2,451.00 allocated to cover the costs of joint meetings of Professional Development Committees from the three (3) units within the PRSTA.
- f. \$20,000 (\$18,000.00 from the Board and \$2,000.00 from the PRSTA) allocated to the Professional Growth Fund for teachers' expenses.

#### **4. Administration of Funds**

- a. The funds shall be administered on behalf of the Board by the Peace River South Teachers' Association.
- b.
  - i. Payments from the fund will be made by the treasurer of the Professional Development Committee.
  - ii. Payments will be made in accordance with the regulations established within each unit and only on receipt of appropriate vouchers with accompanying receipts, where applicable.
  - iii. The fund shall be subject to an annual audit and submitted to the Board's auditor for analysis and subsequent presentation to the Board.
  - iv. Each unit within the Union shall be responsible for professional development policies and procedures for the distribution of funds available to the unit.
  - v. No policy or procedure developed by the unit shall be in conflict with the principles contained in the Declaration of Professional Development: Local Agreement Appendix "A".
  - vi. Decisions concerning the utilization of the Professional Growth Fund will be determined by the Board/Union Professional Growth Committee.

#### **5. Short Term Leave for Professional Development**

Leave with pay less cost of a teacher on call shall be granted from assigned duties to attend professional development activities. Apply under Article G.54.7.

#### **6. The Foundation Fund**

- a. A foundation fund shall be maintained to support school staff, L.S.A., or group activities.



- b. The Foundation shall be based on the principle that support for change in education is best provided at the school level or with intact groups, and that there is a greater commitment to change where groups of teachers are engaged in planning and implementing staff development projects.
  - i. The Foundation shall be administered on behalf of the Board by the Peace River South Teachers' Association.
  - ii. The Peace River South Teachers' Association will be responsible for the investment of the funds and their allocation in accordance with established guidelines.
  - iii. The Foundation Fund will be subject to annual audit.

## **7. Educational Assistance Fund**

That part of the Professional Development Support Fund allocated annually to provide support for individuals who take leave to pursue increased qualifications will be available for up to two teachers annually in accordance with the following selection procedures and guidelines:

- a. Applicants must have served at least three (3) years with the school district, including the year in which the application is made.
- b. Applicants must possess a valid teaching certificate.
- c. Applications for assistance must be received by March 31 for the following year and shall be submitted to the Superintendent of Schools, with a copy to the PRSTA President.
- d. Applications must be accompanied by an outline of the program to be pursued and a statement of the benefits of the program to the individual and to the district.
- e. Recipients of financial support must agree to return to the district and provide at least one year of service to School District 59 following the leave, or repay the full amount of the assistance over a period of two years.
- f. Provided that a suitably qualified candidate can be found to assume the temporary position created by the leave, the teacher upon his/her return shall be assigned to the position held prior to the leave.
- g. If, after all reasonable efforts have been exhausted, a suitably qualified teacher cannot be found to assume the temporary position, the teacher may elect to:
  - i. enroll in an equivalent program for two or more summer sessions and still receive the funding under the Article, or

- ii. accept the leave with the understanding that the teacher will not necessarily return to the position held prior to the leave.
- h. An Educational Assistance Awards Committee comprised of the chairperson of the PRSTA Professional Development Committee, the PRSTA President, the Superintendent of Schools or designate, and another representative of the Board shall constitute the selection committee for educational assistance. This committee will also establish the procedures for payment of the fund to each successful applicant, and the expectations for accountability.
- i. Any funds not allocated from this plan by July shall be reallocated equally to the District Conference Fund and the Foundation Fund for the next year.

## **8. Special Mini-Conference Fund**

- a. The PRSTA and the Board agree to withdraw one half (0.5), seven thousand five hundred dollars (\$7500.), of the funds currently allocated to the Educational Assistance Fund, under Article F.22.7, and use those funds to set up a Special Mini-Conference Fund.
- b. The Pro D Treasurer would be in receipt and custody of the funds.
- c. The purposes of this Special Mini-Conference Fund shall be:
  - i. to allow the PRSTA Pro D Committee to plan professional development activities throughout the year and on L.S.A. days;
  - ii. to allow groups of teachers to sponsor in-district Pro D activities which are not offered by any existing L.S.A.'s.
- d. Monies from this fund may be used to pay for:
  - i. speakers;
  - ii. travel expenses;
  - iii. food served at functions; and
  - iv. some materials.
- e. Any non-PRSTA members in attendance at any activities sponsored by the Special Mini-Conference Fund will be charged a registration fee. These registration fees must be submitted to the Pro D Treasurer.

- f. Any monies in the Special Mini-Conference Fund which are not allocated/disbursed during the year will be carried over in the Fund for the following year.
- g. Applications for funding may be submitted by any group of three (3) or more teachers. Applications are to be submitted to the PRSTA Pro D Chairperson, for adjudication by the Pro D Executive Committee. For the purposes of this clause, the Pro D Executive shall consist of the following officers:
  - i. PRSTA Pro D Chairperson,
  - ii. PRSTA Pro D Treasurer,
  - iii. DCTA Pro D Chairperson,
  - iv. CTA Pro D Chairperson,
  - v. TRTA Pro D Chairperson,
  - vi. Foundation Chairperson.

**ARTICLE F.23 NON-INSTRUCTIONAL DAYS**

- 1. All the available non-instructional days as prescribed in the School Calendar shall be used for teacher professional development activities (except for Non-Instructional Days Article F.23.2.e).
- 2. The Board shall grant non-instructional days with pay providing the following criteria has been met:
  - a. not to exceed the number of non-instructional days prescribed in the School Calendar.
  - b. the school Professional Development Committee or the district Professional Development Committee has submitted a plan to the Board.
  - c. non-instructional days shall be designated geographic area or district-wide.
  - d. if a submission from a school is outside the area of Professional Development, the plan must be approved by the Board.
  - e. a minimum of two (2) of the non-instructional days may be designated District Pro-D Days and one of the remaining days, on recommendation of the school Pro-D Committee and with the permission of the Board, may be designated an administrative day.

**ARTICLE F.24      JOINT EDUCATION STEERING COMMITTEE**

1.    a.    On-going Joint Education Steering Committees shall be established to facilitate the introductions of new curricula and educational change into the district.
  - b.    These committees shall be:
    - i.     Primary Steering Committee
    - ii.    Intermediate Steering Committee
    - iii.   Support for Growth Committee
    - iv.    for the purpose of this Article, any other committee(s) established by mutual consent of the Board and the PRSTA.
2.    a.    The majority membership of these committees shall be teachers nominated by teachers, through the Union, and selected jointly by representatives of the Union and the Board.
  - b.    These committees shall be co-chaired by representatives of the Board and representatives of the PRSTA, selected as outlined in Article F.24.2.a.
3.    The Board shall provide some release time for members of these Joint Education Steering Committees to meet and conduct business.
4.    The mandate of the Joint Education Steering Committee shall include, but not be limited to:
  - a.     the rate of introduction of new curriculum;
  - b.     the timing of the introduction of new curriculum;
  - c.     the inservice activities needed;
  - d.     the materials which may be needed to introduce the curricula; and
  - e.     the funding of the implementation process.
5.    The Committees shall be responsible for recommending to the Superintendent, for presentation to the Board, a plan for the succeeding school year's curriculum implementation and educational change activities, including estimated costs for consideration in budget preparation. This plan will be submitted by March 1 each year.

6. The Committees may, if deemed necessary, hear delegates or invite additional people to advise in specific subject areas.
7. The Superintendent will report, to the Committees, on initiatives and funding approved by the Board.

#### **ARTICLE F.25      ELEMENTARY SCHOOL SELF-ASSESSMENT**

1. Prior to undertaking a school self-assessment each elementary school staff and the administrative officer(s) of the school will clarify the purposes and objectives in undertaking the assessment in the light of the Ministry's and the School District's guidelines.
2. The Board will provide to each elementary school undergoing a self-assessment, the full funding it receives from the Ministry to support the school through the Ministry's provisions for accreditation exercises. Such funding will be used for:
  - a. Appropriate release time to carry out the assessment without negatively affecting the current educational program of the school,
  - b. Extra secretarial time and other administrative costs,
  - c. The costs of the external review team,
  - d. The costs of staff meetings held in support of the school's self-assessment.
3. The use of a non-instructional day shall be decided upon by the majority of the educators on the school staff.
4. The external review team shall include at least one elementary teacher and the educators of the school shall be considered on the final make-up of the external review team.

#### **ARTICLE F.26      SECONDARY SCHOOL ACCREDITATION**

1. That prior to undertaking a school accreditation each secondary school staff and the Administrative Officer will:
  - a. Clarify their purposes and objectives in undertaking the accreditation in light of the Ministry and School District No. 59's guidelines.
2. The Board will provide to each secondary school the full funding derived from the Fiscal Framework which is provided for the accreditation process. Such funding will be used for:
  - a. appropriate release time to carry out the accreditation without impacting the current education programs;
  - b. extra secretarial time as required.

3. The use of a non-instructional day shall be decided upon by a majority vote of the teachers on the school staff.
4. The staff and the administrative officers shall be consulted on the final make-up of all external review team members.

**ARTICLE F.27 INTENTIONALLY LEFT BLANK- REMOVED BY LEGISLATION**

**ARTICLE F.28 INTENTIONALLY LEFT BLANK- REMOVED BY LEGISLATION**

**ARTICLE F.29 PROFESSIONAL GROWTH PLANNING**

1. Teachers may develop an individual professional growth plan and,
  - a. may share their plan with their coach if no financial support is required. The general title of the plan should be submitted to the administrative officer or supervisor, or the school professional development committee;

OR

  - b. if funding is required, they may present an abstract which includes a list of required resources to the administrative officer or supervisor, or to the appropriate funding source/committee;

OR

  - c. may share it in its entirety with the administrative officer or supervisor, or with colleagues.
2. Groups of teachers may submit a group professional growth plan. This group plan will meet the requirements of submitting an individual growth plan as described in Article F.29.1. All group growth plans are to be filed with the PRSTA. Teachers may take part in more than one group professional growth plan.
3. Each teacher is required to have a hard copy of his or her professional growth plan unless the teacher has notified the PRSTA, in writing, that he or she no longer wishes to be involved with professional growth plans. Teachers are to notify the PRSTA no later than November 1st of each school year concerning this decision.
4. Teachers engaged in a professional growth plan:
  - a. are to file the following information with the PRSTA office no later than November 1st of each school year:

- i. the teacher's name;
    - ii. the name of his/her current coach(es);
    - iii. a copy of the plan, which meets the required criteria;
    - iv. a release for the topics of their plan to be published along with those of all other participants;
    - v. a self-assessment of the previous year's plan, where applicable.
  - b. All teachers who either;
    - i. do not provide the PRSTA with the information outlined in Article F.29.4.a,  
  
OR
    - ii. whose plan does not meet the required criteria as set out by the PRSTA,  
  
will be notified by the PRSTA either to file the required information and/or meet the required criteria, or to withdraw formally from the program.
  - c. The PRSTA will inform the Board of those teachers who have elected to leave the program. Such notification will be no later than November 30th of each year.
5. Teachers who have not submitted a professional growth plan and the self-assessment of the previous year's plan, will be evaluated by their administrative officer that school year and once every three years in subsequent years.
6. Teachers who have opted out of the plan and subsequently decide to rejoin the plan may do so by submitting a professional growth plan by November 1st of any school year, as outlined in Article F.29.4.a.
7. The Support for Growth Committee will provide templates for individual and group growth plans and templates for self-assessment for teachers wishing to use them.
8. Nothing in this clause limits the terms of Article C.32, (Evaluation of Teaching).

## **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.54.1 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.54.3.d Serious Illness in the Immediate Family and Article G.54.3.e Serious Illness of Other Family Members for short term compassionate leaves of up to three days.]**

**ARTICLE G.54 LOCAL LEAVES OF ABSENCE**

**ARTICLE G.54.0 PREAMBLE**

- a. The Board recognizes that occasional absences from assigned duties due to illness and other personal and professional reasons are necessary for the well-being and development of employees.
- b. The Union recognizes the need for the Board to maintain stability in the operation of the School District and continuity of educational programming for children, and recognizes the obligation of its members to utilize leave provisions in a responsible manner.
- c. All leaves of absence require prior approval.

**ARTICLE G.54.1 SICK LEAVE**

**a. Definitions**

- i. Sick leave means the period of time a teacher is permitted to be absent with pay due to personal illness, disability, quarantine, and appointments for treatment or examination.
- ii. Insured days means the number of days credited to the teacher on the basis of his/her service to the Board and available for use as paid sick leave, or for other designated purposes.
- iii. Month of service means a month in the school year during which the teacher has been at work for at least fifty percent (50%) of the total teaching days. Approved short term absence under the terms of this Agreement shall be considered as days in attendance for the purpose of this calculation.

**b. Accumulation of Insured Days**

- i. Insured days shall be credited at the rate of one and one-half (1 1/2) days for each month of service to the Board.
- ii. Days absent on sick leave will be deducted from the days earned and unused days will be carried over from year to year.
- iii. There is no maximum to the number of insured days that may be accumulated.
- iv. Teachers will receive an annual report of accumulated insured days by November 15 each school year or on application at other times.

- v. Insured days accumulated to prior to June 30, 1988 will be carried forward.
- vi. If a teacher resigns from the Board's employ and subsequently resumes a position as a teacher with the Board, he or she shall have as immediate credit upon resumption of a position with the Board, the balance of all sick leave remaining to his/her credit at the time of resignation.

c. **Usage and Approvals**

- i. Notice of absence due to personal illness will be provided as early as practicable to the employee's supervisor.
- ii. For any absences on sick leave in excess of four (4) consecutive days, a certificate from a duly qualified medical practitioner may be required. A certificate for shorter periods of absence may be required if a pattern of consistent absences appears to be developing.
- iii. Teachers may be permitted to take sick leave in excess of insured days earned to the amount they could potentially earn by the end of the current school year. Should a teacher with a deficit in insured days leave the employ of the Board, the amounts paid for those days shall be recovered from earnings. No more than one hundred and twenty (120) insured days may be used in any one school year.

d. **Leave to Accompany Minor Dependent on Referral**

Up to three (3) days, charged against insured days, per child per year, shall be granted to a teacher for the purpose of accompanying a minor dependent referred for treatment out of town by a local doctor.

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

**ARTICLE G.54.2 WORKERS' COMPENSATION SUPPLEMENT**

- a. For the purpose of this clause, compensation does not include a disability pension or other final settlement award arising from such a disability. Compensation means periodic payments during the period of temporary disablement.
- b. A teacher entitled to Workers' Compensation benefits shall continue to receive a full salary from the Board for as long as their accumulation of insured days permits and providing that the compensation payments are directed to the School District.
- c. For the first twelve (12) months, no charge will be made against accumulated insured days.

- d. Following the first full twelve (12) months, the proportion of full salary not covered by compensation will be converted to proportionate days according to Article G.54.2.e and charged against the accumulated insured days of the teacher.
- e. The calculation shall be made as follows:
  - i. the average daily rate of pay shall be calculated by dividing the teacher's annual salary, including any allowances, by the number of prescribed school days for that school year.
  - ii. the difference between the amount received from W.C.B. and the total amount paid by the Board shall be divided by the daily rate calculated above.
  - iii. the result, to the nearest half (.5) day, shall be the number of days to be deducted from the teacher's accumulated insured days.

**ARTICLE G.54.3 BEREAVEMENT OR SERIOUS ILLNESS IN THE FAMILY**

**a. Definitions**

**i. Immediate Family**

Immediate family shall be defined as: father, mother, legal guardian, mother-in-law, father-in-law, brother, sister, spouse (including common-law), son, daughter, foster child, or any other relative living in the same house.

**ii. Other Family**

Other family members shall be defined as: sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, or other person living in the same house and not covered by Article G.54.3.a.i above.

**b. Bereavement of Immediate Family Members**

- i. In the event of the death of a member of a teacher's immediate family as defined in Article G.54.3.a.i above, a leave of absence with pay of up to five (5) days shall be granted;
- ii. An additional leave of absence with pay less cost of a teacher on call of up to three (3) days may be granted, and
- iii. additional leave without pay may be granted.

c. **Bereavement of Other Family Members**

- i. In the event of the death of an other family member as defined in Article G.54.3.a.ii above, leave of absence with pay less cost of a teacher on call of up to three (3) days may be granted, and
- ii. additional leave without pay may be granted.

d. **Serious Illness in the Immediate Family**

- i. In the event of serious illness of an immediate family member as defined in Article G.54.3.a.i above, which requires the presence of a teacher, leave of absence with pay to a maximum of three (3) days in any school year shall be granted, and
- ii. additional leave without pay may be granted.

e. **Serious Illness of Other Family Members**

- i. In the event of serious illness of an other family member as defined in Article G.54.3.a.ii above, which requires the presence of a teacher, leave of absence with pay less cost of a teacher on call to a maximum of three (3) days in any school year shall be granted, and
- ii. additional leave without pay may be granted.
- iii. Medical certification may be required to support leaves under Articles G.54.3.d and G.54.3.e.

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

**ARTICLE G.54.4 JURY DUTY AND APPEARANCE AT LEGAL PROCEEDINGS**

- a. The Board shall grant leave of absence with pay to a teacher summoned for jury duty or required to attend any legal proceedings by reason of subpoena. A teacher on such leave shall pay over to the Board any sums received for jury duty or witness fees, exclusive of travel costs or meal allowances.
- b. Where a teacher is reasonably required to attend legal proceedings in connection with the interpretation of application of this Agreement, the Board shall grant leave of absence with pay.

## **ARTICLE G.54.5 PATERNITY AND ADOPTION**

### **a. Paternity**

A maximum of three (3) days with pay will be granted as paternity leave related to the birth of a child. These days may be used for attendance at the delivery of the child, and at the time of the mother and/or child coming home. However, the three (3) days' leave must be completed within thirty (30) days of the mother and/or child coming home from the hospital.

### **b. Adoption**

A maximum of ten (10) days leave with pay, per adoption, per household, will be granted as parenthood leave upon the adoption of a child.

## **ARTICLE G.54.6 LONG AND CONTINUOUS SERVICE**

a. In recognition of long and continuous service to the School District, up to three (3) days of leave with pay per school year shall be granted to teachers on the basis of accumulated insured days per Article G.54.1.b, and subject to conditions of Article G.54.6.b and G.54.6.c below:

- i. Sixty (60) insured days:  
one (1) day of leave
- ii. Ninety (90) insured days:  
two (2) days leave
- iii. One hundred and twenty (120) insured days:  
three (3) days leave.

b. Such leaves are to be granted only subject to the following conditions:

- i. All insured days must have been accumulated during service to School District No. 59.
- ii. Days available under this provision shall not be used to extend Christmas, spring or summer breaks and may not be taken on non-instructional days.
- iii. The teacher must choose a time which will be least likely to interfere with specially scheduled school or classroom activities, which will cause the least disruption to ongoing classroom instruction and which is approved by the Administrative Officer to whom the teacher reports. Approval shall not be unreasonably withheld.

- c. Teachers may elect to receive one day's pay in lieu of time off for each day of leave entitlement under this provision. Daily pay shall be calculated by dividing the annual salary by the number of prescribed school days in that school year.

**ARTICLE G.54.7 LEAVE FOR PROFESSIONAL DEVELOPMENT**

- a. Leave shall be granted for professional development purposes as outlined in Article F.22.
- b. Should a leave request under Article G.54.7.a be denied, the teacher may appeal the decision to a Joint Committee set up expressly for the purpose of dealing with appeals filed under this Article.
- c. The Joint Committee will be composed of four (4): two (2) designated by the Superintendent's Office and two (2) designated by the PRSTA President.
- d. The Officer of the Board who initially denied the leave shall not sit on this Joint Committee.
- e. The majority decision of this Committee shall be final and may not be referred to the Grievance Procedure.
- f. Should the Committee be unable to reach a majority decision and the vote results in a tie, the matter will be referred to a local arbitrator, who shall have the tie-breaking vote.
- g. The local arbitrator will be a person selected from a list mutually chosen and agreed upon by both parties in advance. (The intent is to rotate through the list so that all appeals are not heard by the same arbitrator.)
- h. The Board and the PRSTA Pro D Treasurer will make every effort to deal with requests for leave under this Article as promptly as possible so that teachers have the opportunity to appeal should the leave be denied.

**ARTICLE G.54.8 LEAVE FOR UNION BUSINESS**

Leave shall be granted for Union business as outlined in Article A.21.2.

**ARTICLE G.54.9 LEAVE FOR CONDUCTING INSERVICE**

By arrangement between the Board and another District or jurisdiction, leave of absence with pay may be granted for a teacher to conduct inservice in that District or jurisdiction.

#### **ARTICLE G.54.10 COMMUNITY SERVICE**

Where a teacher is the official representative or spokesperson of a community service or church organization or the chairperson of a civic activity, a maximum of three (3) days leave with pay in any school year shall be granted, provided the position is not held on an ad hoc basis. For leave under this paragraph, teachers will provide from the organization they represent in September or upon appointment, a general request for leave.

#### **ARTICLE G.54.11 SPORTS REPRESENTATION**

Where a teacher is a member or a coach of a sports team which represents the community or region at the zonal, provincial, or national level, a maximum of three (3) days leave with pay shall be granted in any school year.

#### **ARTICLE G.54.12 PERSONAL LEAVES**

- a. Leaves of absence with pay to a maximum combined total of three (3) days in any school year may be granted for various personal reasons as follows:
  - i. University Convocation  
For attendance at his or her own convocation ceremonies, up to three (3) days.
  - ii. Marriage  
For attendance at the teacher's own marriage or the marriage of a member of the teacher's immediate family as defined in Article G.54.3.a.i, up to two days.
  - iii. Court Appearances  
For court appearances for reasons other than those set out in Article G.54.4, up to three (3) days.
  - iv. Non-family Funeral Attendance  
For attendance at the funeral of a person not covered by the definitions in Article G.54.3.a, up to one day. District-wide or school limitations may be applied.
  - v. Other Activities  
Leaves of one half (1/2) day or one day duration may be granted for the conduct of essential personal affairs which cannot be dealt with outside regular school hours.



#### **ARTICLE G.54.13 DEFERRED SALARY LEAVE PLAN**

- a. Leave shall be granted under the terms and conditions of the self-funded leave plan. The Board's administrative responsibility shall be limited to deduction and remittance of amounts designated by participants.
- b. Application for this plan must be made prior to March 31.
- c. A teacher returning from deferred salary leave shall be assigned to a reasonably comparable position held prior to the leave and to an appointment that is equal to, or greater than the percentage (%) of employment held prior to the leave.
- d. A leave of absence shall be from a specific geographical area, and the teacher returning from that leave shall return to that area unless he/she applies for and is awarded a position in another geographical area.

#### **ARTICLE G.54.14 MATERNITY LEAVE**

a. **Short Term**

- i. A pregnant teacher shall be granted, upon request, a leave of absence as provided for in Part 6 of the Employment Standards Act.
- ii. A teacher returning from short-term leave within a school year shall be reassigned to the same position held prior to the leave.

b. **Extended**

A teacher may at any time up to the date thirty (30) days prior to his/her scheduled return from a leave granted under Article G.54.14.a, request an extended leave of absence without pay, which will be granted subject to the following conditions and limitations:

- i. The Board will not contribute to the premium costs of benefits beyond the period required by the Employment Standards Act. Teachers may maintain coverage by paying the full cost of premiums to the Board.
- ii. Return from an extended maternity leave will only be allowed at the beginning of a new school year.
- iii. Return may be scheduled for the beginning of any of the next three (3) school years.

- iv. While the maximum allowable period will not be expanded upon, applications requesting extensions of shorter leave periods will be considered if received before April 30 in the year of the scheduled return date.
- v. Teachers whose leave is expiring and who have not, if eligible, requested extensions before April 30, will be assigned in staffing for the subsequent school year. Any teacher not reporting in September will be deemed to have abandoned his/her position.
- vi. A teacher returning from extended leave shall be assigned to a position that is comparable to the position held prior to the leave and to an appointment that is equal to, or greater than, the percentage of employment held prior to the leave.
- vii. A leave of absence shall be from a specific geographical area, and the teacher returning from that leave shall return to that area unless he/she applies for and is awarded a position in another geographic area.
- viii. Where practicable, requests for earlier return to work due to special circumstances will be accommodated.

#### **ARTICLE G.54.15 LEAVES OF ABSENCE WITHOUT PAY**

- a. The Board and the Union agree that there is a need to grant long-term leaves of absence for personal and professional purposes, and that generally such leaves are to the benefit of the individual, the teaching community and the school system. The parties also agree that the number of leaves granted in any one school year must be limited so as not to have disabling effect on the provision of educational services in the district. Further, it is agreed that a teacher who is granted leave should fulfill his/her obligations to the Board of Trustees and colleagues by approaching the leave in a professionally responsible manner.
- b. Extended leaves of absence without pay shall be granted to teachers for educational or personal reasons to a maximum of two (2) full school years, subject to the following limitations:
  - i. Three (3) consecutive years of service to the district, including the one in which application is made.
  - ii. Satisfactory or better classroom performance.
  - iii. Acceptance of leave without guarantee of return to same position or same school.
  - iv. Availability of a replacement teacher with appropriate qualifications.

- v. The provision of details regarding the purpose of the leave.
- vi. Provision of a statement that an appointment as a teacher will not be taken  
- under the provisions of a probationary, temporary, or continuing contract  
- in another district during the term of the leave.
- vii. Presentation of the written application for leave by March 31st for leave effective September 1st.
- viii. Where leave is not granted under this Article, the teacher shall receive the reasons for the refusal in writing from the Superintendent of Schools.
- ix. Subsequent to the receipt of the notification of a refusal of leave of absence the teacher shall have the right to appeal the decision under the terms of the Grievance Procedure, Article A.6.
- x. Where condition Article G.54.15.b.vi above is broken by the teacher it shall be deemed that his/her contract with School District No. 59 has been terminated.
- xi. A teacher on leave shall notify the Superintendent of Schools of his/her intention to return to the district or extend the leave by March 31st.
- xii. A teacher who fails to notify the Superintendent of Schools of his/her intention to resume teaching duties in the ensuing school year by March 31st shall be deemed to have terminated his/her contract with the School District.
- xiii. The letter notifying the teacher of the approval of a leave of absence shall include reference to Articles G.54.15.b.iii, vi, xi, xii.
- xiv. A teacher returning from leave of absence without pay shall be assigned to a position that is comparable to the position held prior to the leave and to an appointment that is equal to, or greater than the percentage of employment held prior to the leave.
- xv. A leave of absence shall be from a specific geographical area, and the teacher returning from that leave shall return to that area unless he/she applies for and is awarded a position in another geographical area.

#### **ARTICLE G.54.16 LEAVES WITHOUT PAY**

Based on the merit of each application, leaves of absences, without pay, may be granted by the Superintendent of Schools.

## **SIGNATURES**

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

\_\_\_\_\_  
Kim Maurer, Director of Human Resources  
School District No. 59 (Peace River South)

\_\_\_\_\_  
Judy Richardson, President  
Peace River South Teachers' Association

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

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

**PROVINCIAL LETTERS OF UNDERSTANDING/INTENT**

**LETTER OF INTENT No. 1**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Formalization of Middle School Provisions**

**Not applicable in School District No. 59 (Peace River South).**

**LETTER OF UNDERSTANDING NO. 1**

**BETWEEN**

**The British Columbia Teachers' Federation**

**AND**

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

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

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

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

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

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

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

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

<p style="text-align: center;"><b>Appendix 1</b> <b>PROVINCIAL MATTERS</b></p>
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**Appendix 1 – Provincial Matters**

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1. 3.10 *Glossary for terms*
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2. Category Addition

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4. Experience Recognition
  - a. 1.40 *Recognition of Experience - Salary Purposes*

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23. Pay Periods
  - 1.88 *Pay Periods, Salary Payday Schedule*
24. Payment For Work Beyond Regular Work Year
  - 1.86 *Counsellors Working Outside School Calendar, Night School Payments/Summer School Payments, Salary-Payment for Additional Days; Not Regular School Days*

- 24. Board Payment of College Fees
  - 1.5 *College Fees, Employer Payment*
  
- 25. General Benefits
  - 1.10 *General Information, Benefits*
  - 3.36 *Benefits - Management Committee*
  
- 26. Benefits - Coverage
  - 1.6 *Coverage - Benefits*
  - 1.7 *Dental*
  - 1.9 *Extended Health*
  - 1.11 *Group Life Coverage*
  - 3.37 *Benefits - Optional Life Insurance*
  - 1.12 *Long Term Disability*
  - 1.14 *MSP, Benefits*
  - 1.16 *Deferred Salary Retirement Plan*
  - 1.20 *Vision Care*
  - 1.24 *Clothing Allowance; Uniforms / Coveralls*
  - 2.7 *Medical Leave - Preauthorized Travel for Medical Services Leave*
  
- 27. Death Benefits
  - 1.8 *Death*
  
- 28. Unemployment Insurance/SIF Rebate
  - 3.3 *Benefits - UIC (all rebates)*
  
- 29. Continuation of Benefits
  - 1.13 *Benefits - Payment for During Leave*
  - 1.17 *Salary Indemnity, Salary Continuance, Long Term Disability*
  
- 30. Retirement Bonuses
  - 1.15 *Pension, Retirement, Superannuation*
  - 1.16 *Retirement Incentive Benefits*
  - 1.22 *Bonus for Long Service*
  - 1.27 *Bonus for Early Retirement, Early Retirement Incentive*
  - 2.8 *Wellness Programs*
  
- 31. Employee and Family Assistance Program
  - 2.3 *EAP/EFAP*
  
- 32. Personal Property Insurance
  - 1.102 *Loss of Personal Effects, Theft, Vandalism*
  
- 33. Group RRSP
  - 3.38 *Benefits - RRSP*

## **Section C — Employment Rights**

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

## **Section D — Working Conditions**

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

2. Preparation Time
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
3. Regular Work Year for Teachers
  - 1.92 *Regular Work Year for Teachers; School Calendar*
  - 1.104 *Year Round Schools*
  - 3.46 *Reports (Teacher) on Students*
  - 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*
  - 1.73 *Conference Days - Parent Teacher*
  - 3.50 *Closure of Schools for Health or Safety Reasons*
4. Duration of School Day
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
  - 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*
5. Supervision Duties
  - 1.97 *Duty Free Lunch Hour, Noon Hour Supervision, Supervision Duties*
6. Availability of Teacher on Call
  - 1.95 *Availability of Substitute Teachers and Hiring Practices*
7. Teacher on Call Working Conditions
  - 3.30 *Substitute Teacher Working Conditions*
8. Mentor/Beginning Teacher Program
  - 1.4 *Student Teachers, Beginning Teachers, Mentorship Program*
  - 1.72 *Orientation, Teacher, Employee*
9. Child Care for Work Beyond Regular Hours
  - 1.35 *Day Care; Child Care*
10. Home Education
  - 1.42 *Home Education, Suspended Students, Hospital/Homebound Teachers*
11. Itinerant Teachers
  - 1.36 *Definition of Teachers, Itinerant Teachers*
12. Space and Facilities
  - 1.110 *space and facilities*
13. Non-traditional Worksites
  - 1.3 *Adult Education, Storefront Schools, Satellite School Programs*

14. Correspondence Courses
  - 1.33 *Correspondence School*
15. Technological Change
  - 3.31 *Adjustment Plan - Board Introduced Change; Technological Change; Library Resource Automation*
16. Hearing and Medical Checks
  - 1.105 *Medical Examinations, Tests, Screening for TB; Medical Tests - Hearing*
17. Services to Teachers
  - 1.107 *School Services to Teachers, Like Translation*
18. Inner City Schools
  - 2.9 *Use of Inner City School Funds*

**Section E — Personnel Practices**

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

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

## **Section F — Professional Rights**

1. Educational Change  
  - 1.34 *Curriculum Implementation; Field Services*
  - 1.76 *Consultation Time to Deal w/Curriculum Changes Imposed by Ministry*
  - 3.41 *Future Education Directions Committee*
2. Professional Development: Funding (NOTE: See also Addendum C)  
  - 1.19 *Tuition Costs*
  - 1.78 *Professional Development Committee - as related to funding*
  - 1.81 *Funds - Professional Development*
3. Professional Days (Non-Instructional)  
  - 1.70 *Non-Instructional Days*

4. School Accreditation
  - 1.1 *Assessment, Accreditation (Elementary & Secondary)*
5. Professional Autonomy
  - 3.26 *Autonomy - Professional; Method of Instruction*
  - 3.27 *Responsibilities - Duties of Teachers*
  - 1.44 *Copyright Infringement; Indemnification; Save Harmless*
  - 3.42 *Use of PCs - Video*

## **Section G — Leaves of Absence**

1. Sick Leave
  - 1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
  - 2.7 *Medical Leave - Preauthorized Travel for Medical Services Leave*
2. Maternity and Parental Leave and S.U.B. Plan
  - 1.18 *Maternity Supplemental Unemployment*
  - 1.108 *Maternity Leave*
  - 1.109 *Parental Leave - Short Term*
3. Short Term Paternity Leave and Adoption Leave
  - 1.46 *Adoption Leave*
  - 1.60 *Paternity Leave*
4. Jury Duty and Appearances in Legal Proceedings
  - 1.56 *Jury Duty Leave, Witness*
5. Educational Leave
  - 1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading,- Board Directed*
  - 1.103 *Study Leave - Year End*
6. Bereavement/Compassionate Leave
  - 1.48 *Bereavement Leave*
  - 1.53 *Funeral Leave*
7. Leave for Family Illness
  - 1.52 *Care of Dependents Child or Relative - Emergency or Long Term Chronic - Leave, Emergency Leave for Family Illness, Compassionate Leave*
8. Discretionary Leave
  - 1.54 *Short Term - Leave, Discretionary; General; Personal*



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

22. Miscellaneous Leaves with cost  
1..58 *Other - Leave*  
1.106 *Committee - Detached Duty*

May 31, 1995 - Provincial

<b>Appendix 2</b>
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LOCAL MATTERS

**Appendix 2 – Local Matters**

Housekeeping - Form

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

**Section A — The Collective Bargaining Relationship**

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

**Section B — Salary and Economic Benefits**

1. Purchase Plans for Equipment
  - 4.27 *Computer Purchase*

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

#### **Section D — Working Conditions**

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

#### **Section E — Personnel Practices**

1. Personnel Files
  - 4.20 *Personnel Files*
2. School Act Appeals
  - 4.25 *Appeal by Students/Parents Under School Act*
3. Board Policy
  - 4.4 *Board Policy - Commercialism in Schools; Input into Board Policy*

4. No Discrimination
    - 4.35 *Discrimination*
  5. Race Relations
    - 4.33 *Multiculturalism; Race Relations*
  6. Gender Equity
    - 4.36 *Gender Equity*
- 6.1 NOTE: Re: Selection of Administrative Officers, see Addendum B.

### **Section F — Professional Rights**

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

### **Section G — Leaves of Absence**

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

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

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

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

**Unpaid Leave In The Designation of Provincial and Local Matters**

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

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

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

October 25/95

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

**Concerning Selection of Administrative Officers**

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”  
President  
BC Teachers’ Federation

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

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

**Professional Development**

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

Professional Development:

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

For BCTF:  
“R. Worley”

For BCPSEA:  
“K. Halliday”

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

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

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

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

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

British Columbia Teachers’ Federation

British Columbia Public School  
Employers’ Association

“R. Worley”

“K. Halliday”



**LETTER OF UNDERSTANDING NO. 2**

**BETWEEN:**

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

**AND**

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

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

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

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

John Kinzie  
Judi Korbin  
Robert Pekeles

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

Dated: August 14, 2007

*Originals signed by:*

Irene Lanzinger  
For the BCTF

Jacque Griffiths  
For the BCPSEA

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

**BETWEEN:**

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

**AND**

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

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

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

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**Not applicable in School District No. 59 (Peace River South).**

**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. 59 (Peace River South).**

**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:

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Jinny Sims  
BCTF President

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Jacque Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 5**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacque Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 6**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Employment Equity – Aboriginal Employees**

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

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

Original signed by:

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Brian Kennelly  
BCTF Co-Chief Negotiator

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Jacquie Griffiths  
BCPSEA Chief Negotiator

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Suzie Mah  
BCTF Co-Chief Negotiator

**LETTER OF UNDERSTANDING No. 7**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Provincial Articles Housekeeping Committee**

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

Original signed by:

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Jinny Sims  
BCTF President

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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:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator



**LETTER OF UNDERSTANDING No. 9**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Rehabilitation Committee**

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

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

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

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

Original signed by:

\_\_\_\_\_  
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:

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Jinny Sims  
BCTF President

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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:**

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

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

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

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

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

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacque Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 13**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Fiscal Dividend**

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

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

The Fund will be determined as follows:

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacque Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 14**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

**Does not apply in School District No. 59 (Peace River South).**

## LETTER OF UNDERSTANDING No. 15

### BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### AND

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

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

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

Original Signed by:

\_\_\_\_\_  
Jacquie Griffiths  
BC Public Employers' Association

\_\_\_\_\_  
Jim Iker  
BC Teachers' Federation

January 14, 2008

January 21, 2008



**LETTER OF UNDERSTANDING No. 16**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

5. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed and considered at labour management.

The following examples are intended to provide further clarification:

#### Example 1

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

#### Example 2

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

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

Original Signed by:

\_\_\_\_\_  
Jacquie Griffiths  
BC Public Employers' Association

March 12, 2008

\_\_\_\_\_  
Irene Lanzinger  
BC Teachers' Federation

March 13, 2008

## LOCAL AGREEMENT APPENDIX “A”

### DECLARATION OF PROFESSIONAL DEVELOPMENT

#### 1.0 Supporting Rationales

The rationales for an effective system of professional development in School District 59 are simple. Knowledge changes. Best practices change. Both are altered by time, research, technology, and any number of other factors. A teacher’s education is never ending.

#### 2.0 Effective Professional Development

To be effective, to change the professional lives of teachers, professional development through inservice education simply cannot be something that’s done to passive participants. It is most effective when it recognizes that teachers can determine their own needs, set their own goals, and decide how and with whom to work towards these goals.

#### 3.0 Influences on Professional Development

- Individual Needs and Desires

Teachers engage in regular, purposeful, systematic and relevant professional development out of a purposeful need to upgrade - to keep abreast of new development in their respective teaching area; to maintain their effectiveness in their roles as teachers and to provide quality education services.

- District Goals/Objectives

As employees in School District No. 59 teachers are asked to engage in professional development activities to achieve district educational goals and objectives.

- Provincial Curriculum Changes

There is a process for developing and implementing provincial and local curriculum and teachers should familiarize themselves with the process which requires time and commitment beyond the pursuit of other professional development objectives.

#### 4.0 Basic Principles Supporting Professional Development

There are several principles which support the provision of professional development through inservice education:

- Individual Responsibility

It is the responsibility of the individual teacher to make a continuing effort to develop himself/herself professionally. Where he/she assumes a position which requires special training, a reasonable commitment should be made to acquire the necessary skills and knowledge to fulfill the requirements of the position.

- Volunteerism

Participation by teachers in professional development should, for the most part, be on a volunteer basis; however, from time to time there may be district needs which require individuals to take part in professional development programs provided by the district.

- Needs Assessment

An effective needs assessment process should be the starting point of any professional development program. Planners of professional development should work as colleagues with the users in the identification of the needs of the individual and the group in planning training programs, and the continuing tailoring of the activities to fit teachers' needs.

- Planning

The individual teacher has the prime responsibility for planning an appropriate individual professional development program.

School staffs have prime responsibility for planning staff development programs as part of school improvement projects.

The local teachers' organization and the district play a supportive role in the planning process.

- Content

Professional development activities should include the growth of teaching competence, collegiality, and personal development.

- Resources, Time and Organizational Support

Effective professional development requires a commitment of adequate resources, time and organizational support.

- Delivery

The organization and delivery of effective professional development programs can take a variety of forms. Conferences, workshops, short course, on-site coaching, peer observations and feedback, and classroom visits in combination contribute to lasting professional growth.

- Support Systems

Collegial support, on-site coaching and ongoing support should be available to the individual teacher to allow for adequate internalization or behaviour change. School staffs, the district central office, the local teachers' organization, and provincial and local specialist groups have important and necessary roles to play in providing this support.

- Teachers Teaching Teachers

The idea of teachers teaching teachers should be promoted in the provision of professional development programs.

- Teaching Approaches

Professional Development programs should incorporate a wide repertoire of teaching approaches, and no one professional development program should be viewed as a universal panacea for the improvement of instruction.

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