

A Working Document

BETWEEN:

B.C. PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

(BCPSEA)

As bargaining agent for all the school boards and authorities

established under the *School Act*

and

BRITISH COLUMBIA TEACHERS' FEDERATION

(BCTF)

on behalf of all employees included in the bargaining unit

established under the *Public Education Labour Relations Act (PELRA)*

As it applies in

School District No. 71 (Comox Valley)

Between

The Board of School Trustees of School District No. 71 (Comox Valley)

("The Employer")

and

The Comox District Teachers' Association

(The "Local")

Effective July 1, 2006 to 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 BCTF and BCPSEA under the *Public Education Labour Relations Act*, as those terms and conditions are applicable to this school district. In the event of dispute, the original source documents would be applicable.

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PREAMBLE

It is evident that it is in the best interest of the employer and employee as well as all those served by the school system that harmonious relations and settled conditions of employment be maintained.

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

DEFINITION OF TERMS

A “teacher on call” shall mean a teacher holding a valid B.C. teaching certificate who performs substitute teaching services for the Board.

A “part-time” teacher as used in this Agreement shall mean a teacher who has a formal appointment less than full-time (i.e. less than 1.0 time).

“School term” as used in this Agreement shall be as defined in the *School Act* and Regulation, and in a “semester” school it shall mean the period of each semester.

SECTION A: THE COLLECTIVE BARGAINING RELATIONSHIP

ARTICLE A.1: TERM, CONTINUATION AND RENEGOTIATION [PCA]

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 [PCA]

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 Board of School Trustees for School District No. 71 (Comox Valley) recognizes Comox District Teachers' Association 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 [PCA]

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 Comox District Teachers' Association, subject to Article A.3.2.
2. Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective local in accordance with this Collective Agreement.

ARTICLE A.4: LOCAL AND BCTF DUES DEDUCTION [PCA]

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

Local Provision

6. The Board agrees to deduct once each month from the earnings of every teacher, including teachers on call, such annual fees required for membership in the B.C. College of Teachers established under the Teaching Profession Act and remit same to the College when notified by the College.

Note: The Association shall be notified forthwith of the name of any teacher who fails to comply with the provisions of Article A.4.2. The Association will inform the teacher of the consequences of such non-compliance.

Note: Such dues and levies (as referred to in Article A.4.4), together with the details, shall be remitted to the Local by the 15th day of the month following the month for which the dues and levies were deducted.

ARTICLE A.5: COMMITTEE MEMBERSHIP [PCA]

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 [PCA]

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 [PCA]

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 [PCA]

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.

[Articles A.9-A.19 have been set aside for future provincial articles]

ARTICLE A.20: EXCLUSIONS FROM THE BARGAINING UNIT

1. Any positions as contemplated in Article A.2 (Recognition of the Union) that are currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
2. The Board shall notify the Association of new positions in special subject areas or of special responsibility which are included in the bargaining unit as contemplated in Article A.2 (Recognition of the Union) which are offered in the district. The Board shall provide to the Association a written description of the contemplated duties of the new position(s).
3. Newly created positions as contemplated in Article A.2 (Recognition of the Union) shall be included in the bargaining unit unless a position is excluded by mutual agreement of the parties.

ARTICLE A.21: CONTRACTING OUT

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

ARTICLE A.22: EDUCATION ASSISTANTS

1. Education Assistants assigned to a teacher shall work under the instructional supervision of a teacher and the employment supervision of a principal/vice principal. The assistant's work shall be assigned, directed, and supervised by the teacher to whom the assistant is assigned. Education Assistants not assigned to a teacher shall be under the supervision of a principal/vice principal. When working under the supervision of a principal/vice principal, the Education Assistant may not perform the instructional duties of a teacher.
2. Education Assistants shall not assume instructional responsibility for designing the educational programs for students, but may assist the teacher by:
 - a. providing assistance to individual students and groups of students;
 - b. monitoring students;
 - c. maintaining student records; and
 - d. providing advice and guidance to students.
3. Education Assistants shall not assume instructional responsibility while the teacher is absent. It is understood that education assistants, program workers, or clerk/librarians are not assuming instructional responsibility when working in the absence of the supervising teacher or teacher/librarian.
4. Education Assistants shall not be used to replace qualified teachers.

ARTICLE A.23: STAFF REPRESENTATIVES AND RIGHT TO REPRESENTATION

1. An employee is entitled to have a representative of the Association attend a meeting between the employee and a principal/vice principal or Board representative if the meeting is discipline-related or pertains to criticisms of the performance of job-related duties other than evaluations under Article E.23 (Evaluation of Teaching Performance).
2. Should a meeting between an employee and a principal/vice principal or Board representative become disciplinary, the meeting will be adjourned until such time as a representative of the Association is able to be present, unless declined by the employee.
3. It is recognized that all such meetings shall, whenever possible, be conducted outside normal instructional time. If such a meeting is conducted during instructional time, then the representative of the Association attending such a meeting shall be relieved of instructional duties without loss of pay in order to attend the meeting.
4. The Association shall inform the Superintendent and principal of the staff representative elected in each school.

ARTICLE A.24: DISCRIMINATION

1. Neither the Board, nor any person acting on behalf of the Board, shall terminate, suspend, transfer, or discipline a teacher, or refuse to employ or continue to employ a teacher, or discriminate against a teacher with regard to employment because that teacher:
 - a. is or proposes to become a member, or officer at any level, of the B.C. Teachers' Federation or the Association;
 - b. participates in any lawful activity of the Federation or the Association; or
 - c. exercises any right under this Agreement or under any statute of the Province.
2. Neither the Board, nor any person acting on behalf of the Board, shall seek by intimidation, by threat of dismissal, or any other kind of a threat, or promise, or by imposition of a penalty, to compel or to induce a teacher to refrain from:
 - a. becoming or remaining a member, or officer at any level, of the B.C. Teachers' Federation or the Association;
 - b. participating in any lawful activity of the Federation or the Association; or
 - c. exercising any right under this Agreement or under any statute of the Province.

ARTICLE A.25: LABOUR DISPUTES

1. Except where permitted by the *School Act*, the Board legally cannot close schools and does not condone any action by any group that will close schools or interfere with education in any way.
2. All teachers covered under this Agreement shall have the right of conscience to refuse to cross a duly constituted picket line erected by non-teaching personnel in a dispute defined under the *Labour Relations Code*.
3. Teachers who elect not to cross a duly constituted picket line at their place of work shall be considered absent and will be deducted at a full rate of pay.
4. Teachers who decide not to cross a duly constituted picket line shall advise their principals or immediate supervisor by telephone as soon as possible following the decision and prior to regular school opening.
5. Teachers who choose not to cross a duly constituted picket line shall not be subject to disciplinary action by the Board.
6. Teachers who attempt to reach their place of work but are denied access by the action of pickets, shall report immediately to the office of the Superintendent who will arrange an appropriate alternative assignment.
7. Both parties agree to attempt to get permits from the disputants to allow School Board employees to carry out normal functions.

8. The Board shall not request nor require any of its teachers to carry out duties normally performed by workers engaged in a legal strike, nor shall teachers request or require students to do so.

ARTICLE A.26: STRIKES/LOCKOUTS/WORK SLOWDOWNS

1. There shall be no strikes or lockouts by the parties to this Agreement with respect to any matter arising out of the Agreement for which arbitration is provided for under the terms of the Agreement.
2. There shall be no strikes or lockouts as defined in the *Labour Relations Code* by either party during the term of this Agreement.
3. In the event of a violation of Article A.26.1, the Association and the Board will instruct their members to cease said activity and to comply with the terms of this Agreement.

ARTICLE A.27: ACCESS TO BOARD POLICY MANUAL/BOARD PERSONNEL POLICIES

1. Teachers will have access to an up-to-date Board Policy Manual.
2. Such Board policy shall not be incorporated into this Agreement.
3. Any change in Board policy concerning teachers shall be circulated to all holders of the Policy Manual of the Board within one (1) week of such change.
4. Statements of Board Policy attached to this Agreement are effective from the date of adoption shown on the policy statement and are continuing policies. These policy statements shall not be changed during the life of this Agreement except by mutual agreement of the parties.
5. These personnel policy statements are policies of the Board and are therefore not subject to the grievance and arbitration procedures contained in Article A.6 (Grievance Procedure) of this Agreement except by mutual agreement of the parties to this Agreement.
6. Changes in Board policy which affect teachers will be discussed with the appropriate representative designated by the Association prior to implementation by the Board.

ARTICLE A.28: COPY OF AGREEMENT

1. Each teacher shall be provided a copy of this Agreement. The Board agrees to inform new employees of the conditions of employment, including those set out in Article A.2 (Recognition of the Union).

ARTICLE A.29: ACCESS TO INFORMATION

1. The Board shall send to the Association a copy of the letter of formal appointment of new teachers hired by the Board.
2. The Board, upon request by the Association, agrees to furnish to the Association or its designated representatives the following information:
 - a. public information concerning the financial resources and professional staff of the district;
 - b. information on employees covered by this Agreement, including addresses, home telephone numbers, and location of assignment. Information provided pursuant to this article shall be treated confidentially;
 - c. notifications of job postings, transfers, hirings, resignations, retirements, employee deaths, discharges, and suspensions;
 - d. information required pursuant to Articles A.4.1, C.27.3.a, C.2.8, and C.26.1.
3.
 - a. Public meeting Board agendas and attachments thereto will be made available twenty-four (24) hours prior to the applicable Board meeting.
 - b. Minutes of public Board meetings will be made available when completed.
 - c. The Board shall forward to the Association each month a copy of the month-end enrolment summary form.
4. Other information may be requested by the Association from the Secretary-Treasurer or Superintendent.

ARTICLE A.30: STAFF MEETINGS

1. At least seven days notice of regular staff meetings shall be given, including the agenda of items to be considered.

The principal may call emergency staff meetings on short notice. In general, emergency staff meetings shall have an agenda limited to the emergency status of the meeting.
2. All staff members shall have the right to place items for consideration on the staff meeting agenda.
3. Written minutes of staff meetings shall be kept and circulated to all staff members.
4. Teachers shall not be required to attend staff meetings:
 - a. which commence more than one (1) hour before the commencement of classes or that end more than two (2) hours after the end of the instructional day;
 - b. during recess or during the noon intermission;

- c. on weekends, holidays, or other days when school is not in session; or
 - d. on more than a bi-weekly basis.
5. When a staff meeting is called at a time when a part-time teacher with less than a 0.5 time appointment is not on duty, that teacher shall not be required to attend the staff meeting. It is the teacher's responsibility to apprise himself/herself of the staff meeting agenda and the decisions made.

ARTICLE A.31: STAFF COMMITTEES

- 1. The Board and the Association encourage each school to develop a staff committee or other appropriate organization to ensure effective consultation between teachers and principals before educational decisions affecting the school are made.
- 2. The size, membership, and quorum of the staff committee shall be determined by the staff. Staff committees shall meet as necessary with the principal to discuss issues relevant to the teaching staff.
- 3. This provision is not subject to the process of arbitration as contained in Article A.6 (Grievance Procedure).

ARTICLE A.32: APPLICABILITY OF LEGISLATION

- 1. It is understood and agreed that this Agreement will be interpreted in accordance with the provisions of the *School Act* and its Regulation and the *Labour Relations Code* and its Regulation and any other applicable statutory enactments.

ARTICLE A.33: ACCESS TO WORK SITE

- 1. Upon advance notification to the principal or designate of the school concerned, representatives of the Association and/or a representative of the BCTF authorized and accompanied by a representative of the Association may transact business on school property subject to there being no disruption of any school activities.

ARTICLE A.34: USE OF SCHOOL FACILITIES

- 1. The Association, including Association staff representatives, has permission to use School Board facilities and equipment for meetings and other Association activities in accordance with Board policy on the use of school facilities.

ARTICLE A.35: BULLETIN BOARDS

- 1. The Association shall have access to staff room bulletin board space at each school.

ARTICLE A.36: INTERNAL MAIL

1. The Association has permission to make reasonable use of inter-school mail service.

ARTICLE A.37: CONTRACT REVIEW COMMITTEE

1. Establishment of Committee

A Committee shall be established consisting of three (3) or four (4) representatives of the Association and three (3) or four (4) representatives of the Board. Additional representatives may attend upon agreement by the Committee. The Committee shall enjoy the full support of both parties to this Agreement in the interests of providing the best possible educational service to the school district.

2. Function of Committee

The primary purpose of this committee shall be to promote on an on-going basis mutual understanding and discussion of contract-related concerns of a general nature, including those which may potentially lead to grievances.

3. Meetings of Committee

The Committee shall meet monthly. Members shall receive their notice and agenda at least two (2) days before the meeting, and discussion at the meeting shall be confined to items on the agenda. In the event that a nil agenda is circulated, the meeting shall not take place.

4. Chairpersons of Meetings

A Board and an Association representative shall be designated as Joint Chairpersons, and shall alternate in presiding over meetings.

5. Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared and circulated as promptly as possible. Circulation of the minutes will be as agreed by the Committee.

6. Jurisdiction of Committee

- a. The Committee shall not have jurisdiction over salary and benefits, or any other matters of collective bargaining, including the administration of this Collective Agreement.
- b. The Committee shall not supersede the activities of any other committee of the Association or the Board, and does not have the power to bind either the Association or its members or the Board to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Association and to the Board with respect to its discussions and conclusions.

SECTION B: SALARY AND ECONOMIC BENEFITS

ARTICLE B.1: SALARY [PCA]

1. The April 1, 2006 Harmonized salary grids in the Local Agreement have been amended to reflect to following general increases to salary:
 - a. Effective July 1, 2006: 2.5% increase
 - b. Effective July 1, 2007: 2.5% increase
 - c. Effective July 1, 2008: 2.5% increase
 - i. Effective July 1, 2008, the salary grid maximum salaries at categories 4, 5, 5+ and 6 will be amended in accordance with Letter of Understanding No. 11 – 2008 Salary Harmonization.
 - d. Effective July 1, 2009: 2.5% increase
 - e. Effective July 1, 2010: 2.0% increase

2. The following allowances shall be adjusted in accordance with the above increases:
 - a. Department head
 - b. Positions of Special Responsibility
 - c. First Aid
 - d. One Room School
 - e. Isolation and Related Allowances
 - f. Moving/Relocation
 - g. Recruitment & Retention

3. The following allowances shall not be adjusted by the above increases:
 - a. Mileage/Auto
 - b. Per Diems
 - c. Housing
 - d. Pro D (unless formula-linked to the grid)
 - e. Clothing
 - f. Classroom Supplies

4. Teacher on Call daily rates shall be adjusted in accordance with Article B.1.1.

Local Provisions

5. The annual salary of each teacher to whom this Agreement applies shall be determined in accordance with Schedule “A”.

Basic Salary Schedule "A"

July 1, 2006

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 38,966	\$ 41,795	\$ 44,880	\$ 45,964
1	\$ 40,851	\$ 44,188	\$ 47,431	\$ 48,570
2	\$ 42,737	\$ 46,580	\$ 49,981	\$ 51,176
3	\$ 44,622	\$ 48,972	\$ 52,532	\$ 53,783
4	\$ 46,507	\$ 51,365	\$ 55,083	\$ 56,389
5	\$ 48,392	\$ 53,757	\$ 57,633	\$ 58,995
6	\$ 50,277	\$ 56,150	\$ 60,184	\$ 61,601
7	\$ 52,162	\$ 58,542	\$ 62,734	\$ 64,207
8	\$ 54,047	\$ 60,934	\$ 65,285	\$ 66,813
9	\$ 55,932	\$ 63,327	\$ 67,835	\$ 69,420
10	\$ 57,817	\$ 65,719	\$ 70,386	\$ 72,026

July 1, 2007

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

July 1, 2008

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 40,939	\$ 43,911	\$ 47,152	\$ 48,291
1	\$ 42,920	\$ 46,425	\$ 49,832	\$ 51,029
2	\$ 44,900	\$ 48,938	\$ 52,512	\$ 53,767
3	\$ 46,881	\$ 51,452	\$ 55,191	\$ 56,505
4	\$ 48,861	\$ 53,965	\$ 57,871	\$ 59,243
5	\$ 50,842	\$ 56,479	\$ 60,551	\$ 61,982
6	\$ 52,822	\$ 58,992	\$ 63,230	\$ 64,720
7	\$ 54,803	\$ 61,506	\$ 65,910	\$ 67,458
8	\$ 56,783	\$ 64,019	\$ 68,590	\$ 70,196
9	\$ 58,764	\$ 66,532	\$ 71,270	\$ 72,934
10	\$ 62,567	\$ 71,117	\$ 76,168	\$ 77,942
Benefit From Harmonization:				
2.5% GWI Only:	\$ 60,744	\$ 69,046	\$ 73,949	\$ 75,672
Harmonization:	\$ 62,567	\$ 71,117	\$ 76,168	\$ 77,942
Harmonization %:	3.00%	3.00%	3.00%	3.00%

July 1, 2009

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

July 1, 2010

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 42,802	\$ 45,909	\$ 49,298	\$ 50,488
1	\$ 44,872	\$ 48,537	\$ 52,099	\$ 53,351
2	\$ 46,943	\$ 51,165	\$ 54,901	\$ 56,214
3	\$ 49,014	\$ 53,793	\$ 57,703	\$ 59,076
4	\$ 51,084	\$ 56,421	\$ 60,504	\$ 61,939
5	\$ 53,155	\$ 59,048	\$ 63,306	\$ 64,802
6	\$ 55,226	\$ 61,676	\$ 66,107	\$ 67,664
7	\$ 57,296	\$ 64,304	\$ 68,909	\$ 70,527
8	\$ 59,367	\$ 66,932	\$ 71,711	\$ 73,390
9	\$ 61,437	\$ 69,560	\$ 74,512	\$ 76,252
10	\$ 65,414	\$ 74,353	\$ 79,633	\$ 81,489

SCHEDULE “B”

		July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
Classification 1 School Department Heads	Year One	\$1,987	\$2,037	\$2,088	\$2,140	\$2183
	Year Two	n/a	n/a	n/a	n/a	n/a
Classification 5 District Subject Coordinators; District Counselling Coordinator	Year One	\$4,682	\$4,799	\$4,919	\$5,042	\$5,143
	Year Two	\$5,765	\$5,909	\$6,056	\$6,208	\$6,332
Classification 6 Elementary Consultant House Coordinators - Highland	Year One	\$5,090	\$5,217	\$5,348	\$5,482	\$5,591
	Year Two	\$6,162	\$6,316	\$6,474	\$6,636	\$6,769

6. a. Daily Rate of Pay
- i. Whenever salary is calculated or adjusted on a daily basis, it shall be on the basis of 1/195th of the teacher’s existing annual salary according to experience and qualifications.
 - ii. An employee shall be paid one-tenth (1/10) of current annual salary in respect of each month (September to June) in which the teacher works all prescribed school days that month.

- iii. In the event that an employee commences work on a day other than the first prescribed school day in that month or terminates on a day other than the last prescribed school day of that month, the employee's pay for that month shall be determined as follows:

<u>School days worked in that month</u>	X	One-tenth (1/10) of annual salary in effect in that month
Prescribed school days that month		

- iv. Notwithstanding the above, teachers employed for a full single semester in schools organized on a two-semester system shall be considered to have worked five (5) full months.

ARTICLE B.2: TEACHER ON-CALL PAY AND BENEFITS [PCA]

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

i.	Effective July 1, 2006	\$194.75
ii.	Effective July 1, 2007	\$199.60
iii.	Effective July 1, 2008	\$204.60
iv.	Effective July 1, 2009	\$209.70
v.	Effective July 1, 2010	\$213.90
 - b. On the fourth consecutive and subsequent consecutive days worked in an assignment or assignments, a teacher on call shall be paid 1/189 of his/her category classification and

experience or at Category 4 Step 0, which ever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day worked.

Local Provisions

7. No assignment shall be for less than two-fifths (0.4) of a day.

ARTICLE B.3: SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION [PCA]

[Does not apply to School District No. 71 (Comox Valley)]

ARTICLE B.4: E.I. REBATE [PCA]

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 Clause 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 [PCA]

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 paragraph 1.b above that plan shall remain in effect for the term of the Transitional Collective Agreement.
3. The BCTF Plan shall be made available in all districts not included in Clause 2 above no later than December 31, 1996.

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.
 - a. During the implementation phase of the BCTF Plan, the Local will be responsible for disseminating information about the plan and for distributing enrollment forms or other forms that may be required to employees. Completed forms shall be processed and forwarded to the designated trustee by the employer.
 - b. Following the implementation of the BCTF Plan, 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. Following the establishment of the BCTF Plan pursuant to Clause 3 above, 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 or the establishment of the BCTF Plan in a district.
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. Following the establishment of the BCTF Plan pursuant to Clause 3 above, 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 Clause 3 above 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 [PCA]

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.

ARTICLE B.7: REIMBURSEMENT FOR PERSONAL PROPERTY LOSS [PCA]

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]

[Articles B.8.1-B.8.10 do not apply in School District No. 71 (Comox Valley) - See local provisions under Article B.8.11- B.8.15]

Local Provisions

11. The Board will provide teachers the option of participating in a Payroll Savings Plan. To be eligible for the Payroll Savings Plan teachers shall:

- a. Be on a continuing appointment.
 - b. Notify the Board through its Payroll Department, in writing using the prescribed form, no later than 4:30 p.m. on the Friday following the first day of school in September.
 - c. Notify the Board through its Payroll Department, in writing, by June 30th if they do not wish to continue in the Payroll Savings Plan the following year.
 12. Those employees electing to participate in the Payroll Saving Plan shall receive their annual salary as follows:
 - a. For September to June:
 - i. Monthly Payroll Savings Plan contributions, calculated as 16.66% of net pay will be deducted in equal amounts from the mid-month advance and month-end pay. This component will be deposited into a separate account for each teacher participating in the plan in accordance with the terms and conditions of the Royal Bank of Canada's Trusteed Deposit Services Agreement.
 - ii. Mid-month advance and month-end pay is as determined in accordance with the Collective Agreement, less the Payroll Savings Plan contribution described in 2(a)(i) above.
 - b. For July and August:
 - i. The amount held in each teacher's account with the Royal Bank of Canada's Trusteed Deposit Services, including all interest earned to June 30, will be paid by the Board in four equal payments, to the employee's primary bank account on file in the Payroll Department records. The four equal payments will occur on July 15th and 31st, and August 15th and 31st. If any of these four dates are non-banking days, the payment will be made on the last banking day proceeding these dates.
 - ii. The interest earned in July and August will be retained by the Board for start-up and maintenance costs.
 13. All payments will be made to the same bank accounts as the regular month-end payment of salary.
 14. Employees electing to participate in the Payroll Savings Plan may not withdraw or suspend deductions unless they have resigned from the district, been granted a leave of absence for the remainder of the school year or been terminated. Other withdrawals from the plan would be in accordance with 1(c). The Board will notify plan participants no later than May 31st each year of the June 30th deadline for withdrawal from this plan.
 15. The Board will make new teachers aware of the Payroll Savings Plan option when they sign their contract at the School Board Office on the date of their hire. All teachers on payroll will be made aware of the Payroll Savings Plan option by May 31st of each year for the subsequent year.
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ARTICLE B.9: PAY PERIODS [PCA]

[Articles B.9.1-B.9.3 do not apply in School District No. 71 (Comox Valley) – See Article B.9.4 (below)]

Local Provisions

4. Pay Day

Teachers shall be paid their annual salary in ten monthly installments, with a mid-month advance of approximately 50% of their net salary. Such mid-month advance will normally be paid on the teaching day closest to the 15th of the month. The balance of the monthly pay shall be paid on the last working day of each month in which school is in session. *[See Article B.8.11 for payroll savings plan option].*

ARTICLE B.10: REIMBURSEMENT FOR MILEAGE AND INSURANCE [PCA]

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

Effective July 1, 2006 – 47 cents/kilometer

Effective July 1, 2007 – 48 cents/kilometer

Effective July 1, 2008 – 49 cents/kilometer

Effective July 1, 2009 – 50 cents/kilometer

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

[Articles B.10.4.a – B.10.4.c do not apply in School District No. 71 (Comox Valley)]

d. School District No. 71(Comox)

- (i) Employee lives on Vancouver Island, teaches on Denman Island: 190 days (19 books of 10 tickets) at the economy ticket price for the ferry trip between Buckley Bay and Denman Island

- (ii) Employee lives on Vancouver Island, teaches on Hornby Island: 190 days (19 books of 10 tickets) at the economy ticket price for the ferry trip between Buckley Bay and Denman Island, and Denman Island and Hornby Island
 - (iii) Employee lives on Denman Island, teaches on Hornby Island: 190 days (19 books of 10 tickets) at the economy ticket price for the ferry trip between Denman Island and Hornby Island.
 - (iv) Employee lives on Hornby Island, teaches on Denman Island: 190 days (19 books of 10 tickets) at the economy ticket price for the ferry trip between Hornby Island and Denman Island
 - (v) For employees assigned less than full time, the allowance will be prorated on the basis of the number of ferry trips required to meet the assignment.
5. The parties agree that there may be other situations analogous to those set out in Article B.10.4.a through Article B.10.4.d above, in which non-resident employees are assigned to schools which require them to use ferries or water taxis to travel to work. By no later than September 30, 2006, the parties will identify any additional Districts and locations where employees may require reimbursement for ferry/water taxi charges. These additional areas will be recorded in a Letter of Understanding.

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

ARTICLE B.11: BENEFITS [PCA]

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

Local Provisions

The employer agrees to share with the teachers in the payment of premiums of certain fringe benefits and to operate a payroll deduction plan for those teachers electing to participate in any or all of the plans. Once two (2) employees of the employer who are the named dependants on each other's health and welfare benefit plans both elect to participate in any of the health and welfare benefits contained in Article B.11, both employees must remain enrolled for such benefits for the duration of their employment with the employer. The teachers recognize that such sharing constitutes a cost to the employer and that the application of funds to fringe benefits reduces the amount available for increases to the salary scale.

2. Group Life Insurance Plan

The Board and the Association will participate in a group life insurance plan mutually agreed upon, pursuant to Article B.11.7.

The Board will pay seventy-five percent (75%) of the premium cost for eligible participating employees, and the employees will pay twenty-five percent (25%).

3. Medical Plan

The Board and the Association shall participate in the provincial government Medical Services Plan. The Board will pay one hundred percent (100%) of the premium cost.

4. Extended Health Care Plan

The Board and the Association will participate in an extended health care plan mutually agreed upon pursuant to Article B.11.7. The Board will pay seventy-five percent (75%) of the premium cost relating to vision care, and the teachers will pay twenty-five percent (25%). This will result in the Board paying ninety percent (90%) of the overall premium cost of the extended health care plan.

5. Salary Indemnity Plan

The Board agrees to operate a payroll deduction plan for those teachers wishing to participate in the BCTF Salary Indemnity Plan, premiums to be paid one hundred percent (100%) by the teachers

6. Dental Expense Insurance Plan

The Board and the Association will participate in a dental expense insurance plan mutually agreed upon pursuant to Article B.11.7. The Board will pay eighty-five percent (85%) of the premium cost for eligible participating employees, and the employees will pay fifteen percent (15%). The dental expense insurance plan will pay the cost of dental work as follows:

Part 1 - 80%

Part 2 - 60%

Part 3 - 50% - up to a lifetime maximum of \$2,500 per family member

7. Welfare Benefit Package

The parties agree that if the Board is able to find a carrier or carriers to provide the same or improved welfare benefit coverage contained in the Salary Agreement, at no additional cost to the Board (including administration) and at no additional cost to the employees, the Board, after agreement with the Association, shall have the right to enter into agreements with the new carrier(s). Such agreement shall not be unreasonably withheld.

8. Part-time employees and temporary employees shall be eligible to participate in all welfare benefits contained in this Article, except that part-time employees who have appointments of less than 0.5 time are not eligible to participate in the dental expense insurance plan.

Temporary employees who have appointments of greater than two (2) months shall be eligible to participate in health and welfare benefits plans.

9. The Board and the Association shall participate in a mutually agreed upon employee assistance plan. The Board will pay three dollars (\$3.00) per month per employee and each employee will

pay one dollar (\$1.00) per month by payroll deduction. Employee contribution to this plan is mandatory.

10. The Board shall continue to provide the medical, extended health, and dental benefits to the dependents of the deceased teacher for a period of three (3) months after the death of the teacher.
11. The Board shall provide an annual optional benefits summary as at November 30th to each teacher, which shall include a full listing of all benefits by which the teacher and dependents, if any, are covered.

ARTICLE B.12: CATEGORY 5+ [PCA]

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.

[Articles B.13 through B.19 set aside for future provincial collective agreement provisions]

ARTICLE B.20: PART-TIME PAY AND BENEFITS

1. Part-time teachers shall be paid on the basis of their certification and experience, proportionate to their formal appointment.
2. Statutory holidays are paid time, and account for one-fifth (20%) of the appointed time during the week in which they occur, leaving a balance of four-fifths (80%) of the appointed time to be worked during the balance of the week.

3. A part-time employee's work assignment shall be adjusted (either increased or decreased) to reflect the above Article B.20.2.
4. Part-time employees shall be eligible to participate in all welfare benefits contained in Article B.11 (Benefits) except that part-time employees who have appointments of less than 0.5 time are not eligible to participate in the dental expense insurance plan.

ARTICLE B.21: PLACEMENT ON SCHEDULE

1. Except as otherwise provided in this Agreement, the placement of a teacher upon the schedule shall be in accordance with the teacher's qualifications as most recently determined by the Teacher Qualification Service as herein provided together with the teacher's experience as determined in accordance with Article B.22 of this Agreement.
2. If the most recent qualification of the teacher was determined by the Registrar of the Ministry of Education as being either PC, PB or PA Certificate, then placement upon the Schedule shall be according to that certificate on the basis of EC, EB, EA, PC = Category 4, PB = Category 5, and PA = Category 6.

Those teachers on EB who are at maximum shall go to EA, Category 4, Step 7 effective September 1, 1990, and progress therefrom.

3. If the most recent qualification of the teacher was determined by the Registrar of the Ministry of Education or the Registrar of the College of Teachers as being either a teaching licence, standard certificate, or professional certificate, then placement upon the schedule shall be on the basis of a Teaching Licence or Standard Certificate = Category 4, and a Professional Certificate = Category 4. Teachers who claim they should be paid at a higher category shall make application to the Teacher Qualification Service for review of their qualifications. Higher placement on the salary schedule shall be effective with the date on the Teacher Qualification card.

In the case of first-year teachers waiting for certification issued from out of province, they shall be paid retroactively the category that the Teacher Qualification Service assigns, regardless of the date on the Teacher Qualification Service card, provided that the employee makes the applications consistent with the timelines in Articles B.24.2, B.24.3, and B.24.4.

4. Holders of Letters of Permission (LP) shall not be placed above Category 4 unless the teacher demonstrates that he or she has five (5) years of education or formal training or a combination thereof beyond grade 12, in which case he or she will be placed in Category 5.
5. At the time of appointment, the Board shall advise the employee in writing of the documentation required to establish initial scale placement. Such documentation shall be submitted as soon as possible without delay. The employee shall advise the Board in writing of any delay that is encountered or is expected in the provision of such documentation. The Board shall notify the employee in writing of the category and experience placement that has been assigned.

Upon receipt of the required documentation, any salary adjustment shall be effective retroactive to the time of the initial placement, provided that the documentation that verifies the placement is received in the current school year.

The parties agree that grievances pursuant to Articles B.21 and B.22 will be referred to arbitration on an expedited basis.

6. Speech/language pathologists will be placed on the salary schedule as follows:
 - a. Speech/language pathologists holding valid B.C. teaching certificates shall be paid as teachers.
 - b. Speech/language pathologists not holding teaching certificates, but who have attained their master's degree in speech therapy or pathology, shall be paid on Category 5/PB.
 - c. Speech/language pathologists not holding teaching certificates, but who have attained their bachelor's degree, shall be paid on Category 4/PC.
 - d. In recognition of the value of teacher training, speech/language pathologists not holding teaching certificates, but who have attained their master's degree in speech therapy or pathology will be paid on Category 6 if they have successfully completed courses in teacher education deemed by the Superintendent to be equivalent to one (1) full year of university credit.

ARTICLE B.22: EXPERIENCE

Effective September 1st, 1981, and thereafter, experience shall be recognized for placement on the Salary Scale as follows:

1. Full-Time Teaching
 - a. Full credit will be given for documented teaching experience gained in schools under public authority in Canada, the British Commonwealth, or the United States of America.
 - b. Credit will be given for documented satisfactory teaching experience in private schools which can be equated to schools under "public authority" as provided in Article B.8.1.a above.
 - c. Ten (10) months full-time teaching experience shall be recognized for one (1) experience increment.
 - d. For purposes of this Article, authorized leave with pay up to and including forty (40) working days in a school year shall be considered as teaching experience.
 - e. For purposes of this Article, authorized leave for maternity without pay for up to ninety (90) working days shall be considered as teaching experience.
2. Part-Time Teaching
 - a. Part-time teaching experience shall be added together to equate to one (1) year's experience which shall be the equivalent of ten (10) months' full-time teaching experience.

- b. Experience for part-time teaching shall be recognized according to the exact amount of time taught (20% teaching time for an entire school year shall equate to two (2) months' experience).

3. Related Experience

- a. Experience credit shall be earned for:
 - i. secondment to the Association;
 - ii. secondment to the B.C. Teachers' Federation and Canadian Teachers' Federation in an educational capacity;
 - iii. service as a member of the faculty of a recognized university or college, or the Ministry of Education;
 - iv. absence while on approved educational leave from the Board up to a maximum of one (1) year;
 - v. absence under Article G.20 (Sick Leave); and
 - vi. absence under Article G.31.2 (Maternity Leave).
- b. Where a teacher can show proof at the time of hiring of satisfactory service or employment directly related to or necessary for the teaching position applied for, salary increments (up to a maximum of five (5) increments) shall be granted for each year of trade, technical, or work experience that is appropriate to their teaching function. It is understood that full or partial credit may be granted for such service or experience, depending on the appropriateness of the service or experience to their teaching function.

4. General

- a. Experience will only be recognized where a formal, written appointment is in existence (short term substitute teaching will not be recognized).
- b. Teachers shall submit satisfactory evidence of their experience according to this Article within twenty (20) days of the effective date of their appointment or the date of the letter of appointment, whichever is later.
- c. Experience prior to September 1st, 1981, will be as provided in the Agreement in place between the parties which was effective on January 1st, 1981.

ARTICLE B.23: INCREMENTS

- 1. Salary increments shall be granted except where the reports of the Superintendent of Schools and of the principal, where applicable, indicate less than satisfactory work and/or professional growth, in which case an increment will be withheld. Less than satisfactory professional growth may be interpreted as not having added to the skills or knowledge required by the teacher in the performance of the duties of the job or position.

2. The Board may withdraw one (1) increment if the teacher is at maximum when the reports of the Superintendent of Schools and of the principal, where applicable, indicate less than satisfactory performance and/or professional growth.
3. In any case where an increment is to be withheld pursuant to Article B.23.1 or withdrawn pursuant to Article B.23.2, the Board shall give the teacher concerned written notification, including reasons for such withholding or withdrawal, on or before May 15th, provided that if the teacher wishes to appeal the withholding or withdrawal of an increment, the teacher may do so by giving notice in writing to the Board within ten (10) days of receipt of the notice of withholding or withdrawal, setting forth the grounds for appeal. The Board shall within a reasonable time thereafter review the matter, and shall confirm or reverse its former action. In reviewing the appeal the Board may hear evidence from or representations from or on behalf of the teacher, the Superintendent, and/or the principal whose report is appealed from. The decision of the Board following this review shall be final and binding. Where an increment has been withheld or withdrawn as set forth above, the Board shall exercise its best endeavours by the introduction of positive programs and consultation to assist the teacher whose increment has been withheld or withdrawn in remedying the poor performance or unsatisfactory work.
4. The withholding or withdrawal of increments pursuant hereto shall become effective on the first day of September next following the receipt by the Board of the report or reports upon which such withholding or withdrawal is based.
5. Any teacher whose increment has been withheld or withdrawn shall be returned to scheduled placement as of September 1st of any subsequent year in which a satisfactory report is given by the Superintendent of Schools.
6. Increment changes shall be effective on the first of the month following the month in which the increment has been earned.

ARTICLE B.24: CHANGES IN CERTIFICATION OR RE-CATEGORIZATION

Changes in certification or re-categorization of a teacher in consequence of additional training, and salary increase resulting from same will be effected in accordance with the following:

1. Where a teacher desires to obtain a certificate of a different grade or class or to obtain a re-categorization, application with supporting evidence shall be made by the teacher to the College of Teachers or the Teacher Qualification Service, as applicable, and on receipt of the confirmation of eligibility for the change the teacher shall deliver such confirmation to the Board of School Trustees. No recognition of a change shall be given by the Board until receipt by the Secretary-Treasurer of the Board of such confirmation.
2. Where a teacher satisfactorily completes training programs on or before the 31st day of August, and makes application to the College of Teachers or the Teacher Qualification Service, as applicable under Article B.24.1, on or before the next following 31st day of October, any resulting change in certification or re-categorization shall be effective from the first day of September of that year.
3. Where a teacher satisfactorily completes a training program on or before the 31st day of December, and makes application to the College of Teachers or the Teacher Qualification

Service, as applicable under Article B.24.1, on or before the next following 28th day of February, any resulting change in certification or re-categorization shall be effective from the first day of January immediately preceding that 28th day of February.

4. Upon making application under this Article, the teacher shall notify the Secretary-Treasurer of the Board in writing that application has been made. Such notification may be a photocopy of the application.

ARTICLE B.25: SPECIAL SALARY ALLOWANCES

1.
 - a. A teacher directed by the Superintendent or designate, acting on behalf of the Board, to assume the duties of an absent teacher who holds a position of special responsibility shall receive fifty-five percent (55%) of 1/195th of the allowance of the absent teacher for the first twenty (20) working days of such absence. Thereafter the teacher will receive 1/195th of the full allowance per diem. A teacher will not normally be directed to assume the position until the sixth (6th) day of absence.
 - b. When a teacher who normally works part time sharing teaching duties with an administrative officer replaces that principal/vice principal's teaching time, the teacher shall be paid on scale for all days or portion of days worked.

2. Positions of Special Responsibility

In addition to their basic salary, teachers assigned by the Board to other positions of special responsibility shall receive an annual allowance in accordance with Schedule "B".

3. Teachers in Charge

- a.
 - i. A teacher shall be designated as the teacher in charge for each school by the Superintendent to replace an incumbent principal/vice principal for periods of one (1) day up to five (5) days.
 - ii. Absences of principal/vice principals for more than five (5) consecutive days shall be filled by an appointment to the vacant position.
- b. The teacher in charge shall strive to assure that the safety of the students and the security of the school are maintained, and shall deal with emergent matters with the required assistance from district supervisory staff.

Routine attendance recording and information reporting as required shall be maintained; however, the teacher in charge shall not be responsible for ongoing administrative or managerial duties and specifically shall not have such responsibilities in relation to other teachers or parents.

- c. While acting as teacher in charge, the teacher is covered by all other terms and conditions of this Agreement.

- d. When acting as a teacher in charge for one day or more, the teacher in charge shall be provided with release from teaching duties.
- e. A teacher has the right to refuse the designation of teacher in charge pursuant to Article B.25.3.a. A teacher shall be required to act as teacher in charge only in the following cases:
 - i. in cases of emergencies; or
 - ii. where all teachers at the school have refused a designation pursuant to Article B.25.3.a.i.

Teachers exercising their rights under Article A.25 shall not be required to act as teacher in charge during such period.

ARTICLE B.26: NO CUT CLAUSE

1. No teacher shall suffer a reduction in salary by reason only of the adoption of this agreement.

SECTION C: EMPLOYMENT RIGHTS

ARTICLE C.1: RESIGNATION [PCA]

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 [PCA]

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 paragraph 1 above [Article C.2.1], 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. [Article C.2.1]
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. Definitions of Seniority
 - a. In this Article, “seniority” means an employee’s length of continuous service since the effective date of appointment to a continuing contract. Continuous service shall include periods of authorized leave as defined in Article C.2.7.g, and previous employment pursuant to Article C.2.7.h. Part-time service shall be credited fully as if it were full-time service.
 - b. In addition to the provisions of Article C.2.3.1, the seniority for an employee on a continuing contract shall include:

Teacher on call seniority accumulated pursuant to PCA Article C.2.3; and

Seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.
 - c. When the seniority of two (2) or more 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 (2) or more teachers is equal under Article C.2.7.c, the teacher with the greatest length of service in previous appointments with the Board not included, pursuant to Article C.2.7.h, shall be deemed to have the greatest seniority.
 - e. When the seniority of two (2) or more teachers is equal pursuant to Article C.2.7.d, the teacher with the greatest aggregate length of service with another B.C. school district recognized for salary experience purposes in this Agreement shall be deemed to have the greatest seniority.

- f. When the seniority of two (2) or more teachers is equal pursuant to Article C.2.7.e, the teacher with the earliest application for employment with the Board shall be deemed to have the greatest seniority.
- g. For the purposes of this Article, leaves of absence in excess of one (1) month shall not count toward length of service with the Board except:
 - i. maternity leave;
 - ii. educational leave, i.e., long term leave to attend an approved educational institute and enrol in a program of studies which will be of benefit to the school system;
 - iii. parenthood leave;
 - iv. leave for duties with the Association or the British Columbia Teachers' Federation;
 - v. secondment to the Ministry of Education, a faculty of education, or pursuant to a recognized teacher exchange program;
 - vi. long term sick leave;
 - vii. leave for teaching with the Department of National Defence or Canadian Universities Service Overseas;
 - viii. educational travel, i.e. long term leave during which time teachers travel. The knowledge and experience gained must be judged by the Board to enrich the teachers' ability to teach in their grade or subject area.
- h. Subject to Article C.5.9.d, where a teacher was previously employed with the Board under either a temporary or a continuing contract, the "effective date of appointment" shall be adjusted to take this service into account.
- i. The Board shall make available to the Association, upon request, all information required to determine a question of seniority when such a question is relevant to the application of the contract.

8. Seniority List

The Board shall, by October 15th of each year, forward to the Association and each school a list of all teachers employed by the Board in order of length of service as of September 1st of that year, calculated according to Article C.2.7.a and C.2.7.b. It is expected that any inaccuracies in seniority will be brought to the attention of the Board within six (6) months of the publication of such list.

[Articles C.3 through C.19 set aside for future provincial collective agreement provisions]

ARTICLE C.20: TEACHING SECURITY

1. Principal of Security

The Board and the Association agree that increased length of service in the employment of the Board entitles all employees covered by this Agreement to commensurate increase in security of teaching employment.

2. Procedures for Reducing Staff

- a. When the Board considers for educational, organizational or budgetary reasons it is necessary to reduce the total number of teachers employed by the Board, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority, provided that they are suitable for the positions available as defined in Article C.20.3.
- b. The Board shall give each teacher whose employment it intends to terminate pursuant to this Article sixty (60) days' notice in writing, such notice to contain the reason for termination. The Board shall concurrently forward a copy of such notice to the Association.

3. Suitability

- a. In this Article, suitability for a teaching position means a teacher has the training, education and experience necessary to perform the duties of the position in a satisfactory manner given a reasonable period of familiarization.
- b. In reference to this Article, suitability will be determined by the Superintendent of Schools, including the determination of what a reasonable period of familiarization would be and whether or not a reasonable period of familiarization would enable the teacher to perform the duties of the position available in a satisfactory manner.

4. Teachers' Rights of Re-engagement

- a. Part-time teachers may not increase the amount of time they teach if at the same time other similarly qualified teachers have had their appointments reduced by layoff procedures.
- b. Teachers who opt for reduced appointments will have their appointments reverted to the time held prior to the reduction.
- c. A teacher who is offered re-engagement pursuant to Article E.21.4 shall inform the Board whether or not the offer is accepted, within forty-eight (48) hours of the receipt of such offer, excluding Saturday and Sunday.
- d. The Board shall allow ten (10) days from the acceptance of an offer under Article C.20.4.c for the teacher to commence teaching duties. Where the teacher is required to give a longer period of notice to another employer, the Board may fill the position temporarily.

- e. A teacher's right to re-engagement is lost if:
 - i. the teacher is offered two (2) positions for which the teacher is suitable, and does not accept;
 - ii. the teacher accepts continuing employment with another district;
 - iii. the teacher notifies the Board in writing that the teacher is no longer available;
 - iv. an equivalent amount of time to the teacher's aggregate service with the Board elapses after the date of termination, up to a maximum of three (3) years;
 - v. the teacher accepts severance pay.
- f. Upon re-engagement pursuant to this Article, a teacher shall be entitled to a continuing appointment, if available.
- g. It will be the responsibility of the teacher to maintain a current address with the Board.

5. Benefits

A teacher who retains rights of re-engagement pursuant to Article C.20.4 shall be entitled, if eligible, to maintain participation in all benefits provided in this Agreement by payment of full premium costs to the Board.

6. Re-engagement List

The Board shall maintain a "re-engagement list". Copies of that list shall be sent to each person on it, and to the Association, at least once during the fall and once during the spring term.

7. Severance Pay

- a. A teacher on continuing appointment who has one (1) or more years aggregate service with the Board, calculated in accordance with Article C.2.7 and whose employment is terminated pursuant to Article C.20.2, may elect to receive severance pay at any time within twelve (12) months from the effective date of termination in accordance with Article C.20.2 and prior to the time the teacher's right to re-engagement is lost in accordance with Article C.20.4.e.
- b. Severance pay shall be calculated at the rate of five percent (5%) of the gross salary earned while in the continuous service of the Board, to a maximum of two (2) year's salary. Continuous service is calculated in accordance with Article C.2.7.a and C.2.7.b.
- c. The teacher will receive severance pay in one (1) lump sum within thirty (30) days of application, or on a date that is agreeable to the Board and the teacher.
- d. A teacher who receives severance pay pursuant to this Article surrenders all seniority. If such teacher is rehired by the Board, that teacher shall retain any severance payment

made by the Board, and the calculation of length of service shall recommence with the date of such hiring.

- e. Article C.20.7 applies only to those teachers who have been terminated in accordance with Article C.20.2.

ARTICLE C.21: DISMISSAL AND DISCIPLINE FOR MISCONDUCT

1. The Board shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause.
2.
 - a. A meeting between a teacher and administrative officer or Board representative which pertains to criticism(s) of the performance of job-related duties and is or may become discipline related, is subject to the provisions of Article A.23. A representative of the Association includes staff representatives, members of the executive of the Association, or others authorized by the Association.
 - b. Employees shall be informed when material critical of the employee is to be placed on the employee's personnel file and a copy shall be given to the employee.
 - c. Material referred to in (b) above which was not given to the employee at the time it was placed on the employee's personnel file, or material which has been removed from the employee's personnel file in accordance with Article E.27 shall not be presented at any arbitration involving the discipline or dismissal of the employee.
3.
 - a. In the event that the Board receives a third party allegation against a teacher, a representative of the Board may interview the student for whom the allegation was made before advising the Association or the employee of the allegation. The purpose of this single interview is to substantiate the allegation directly. In the event that the allegation is substantiated, the Board will conduct an investigation according to the process as outlined in Article C.21.3. In the event the allegation is not substantiated, the Board will, without delay, advise the teacher and the Association of the allegation and the result of the interview.
 - b. Where an employee is under investigation by the Board for any cause, the employee and the Association shall be advised in writing of that fact and of the allegations, all without unnecessary delay, subject to any exceptions established in law at such time or so as not to prejudice an investigation into the matter. In any event, the employee and the Association will be advised without further delay before any action is taken by the Board. The employee shall be advised of the right to be accompanied by a representative of the Association at any meeting in connection with such investigation.
4. Unless the employee and/or the Association waive the right to such a meeting, the Board shall not suspend (other than a suspension to which Section 15(5) of the *School Act* reasonably applies) 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 Association shall be given at least seventy-two (72) hours notice;

- b. at the time such notice is given to the employee and the Association, a statement in writing of the grounds for the contemplated action and all evidentiary documents that are intended to be considered at the meeting shall be given to the employee and the Association. If further relevant information becomes available within the seventy-two (72) hour period, this information shall be communicated forthwith to the employee and the Association prior to the meeting;
 - c. the Association on behalf of the employee may file a written reply to the allegations prior to the meeting;
 - d. the employee and/or their representative may attend the meeting and shall be entitled to receive copies of all evidentiary documents placed before the Board, to hear all the submissions presented to the Board, and to ask questions. The employee and/or their representative may make written or verbal submissions during the meeting. Any written summary prepared by either party shall be tabled at the meeting;
 - e. the decision of the Board shall be communicated in writing to the teacher and the Association and shall set out the grounds for the Board's decision;
 - f. at any time up to the conclusion of the meeting referred to in Article C.21.4 the employee, the Association, or the Superintendent of Schools shall be granted on request a delay of the process for up to a maximum of seven (7) days.
5. 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 Association or the employee.
6. Neither the Board nor the Association shall release to the media or the public information in respect of the discipline or dismissal of a teacher except by joint agreement or by joint release agreed upon by the Board and the Association.
7. Notwithstanding Article A.6 (Grievance Procedure) where an employee has been dismissed and the Association has decided to grieve the dismissal, it may be referred directly to arbitration provided for in the article.
- Any dispute arising out of a dismissal or disciplinary action taken by the Board shall be subject to Article A.6 (Grievance Procedure) of this Agreement.
8. Whenever an employee is formally disciplined by the Board or representative of the Board other than by suspension or dismissal (to which C.21.3 applies), the employee shall receive a copy of the documentation. The Association may refer such disciplinary action to Step 2 of the grievance procedure.
9. Where a Board investigation finds a teacher free of blame of allegations of misconduct, the teacher shall be reinstated without loss of pay.

ARTICLE C.22: SCHOOL ACT APPEALS

1. Where a student and/or parent/guardian files an appeal under Section 11 of the *School Act* and Board Appeals Bylaw of a decision of an employee covered by this Agreement or in connection with or affecting such an employee:
 - a. the Board shall request that the student and/or parent/guardian of the student meet first to discuss the appeal with the employee(s) and the employee(s)' supervisor;
 - b. the employee and the Association shall be notified of the appeal within twenty-four (24) hours and shall be entitled to receive all documents relating to the appeal;
 - c. the employee shall be entitled to attend any formal meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Association;
 - d. the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
2. No decision or bylaw 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.
3. The Board shall refuse to hear any appeal where the student and/or parent/guardian of the student has not attended a formal meeting called in connection with the appeal.
4. In the event that a decision of an employee may be altered, varied, or reversed, then the employee shall first be given the opportunity to make representations to the appropriate Board official before such a decision is confirmed.

ARTICLE C.23: PROBATIONARY APPOINTMENTS

1. A teacher may be placed on a probationary appointment in accordance with this Article after receipt by the Board of an unsatisfactory report on the teacher. With respect to the applicability of Article E.23, such reports will be subject only to the provisions of Article E.23.5.
2. Prior to the Board placing a teacher on a probationary appointment, the teacher will have the opportunity to meet with the Superintendent to discuss the draft report.
3. The teacher shall be given a copy of the draft report at least forty-eight (48) hours prior to the meeting referred to in C.23.2 above.
4. A teacher shall not be placed on a probationary appointment for arbitrary or capricious reasons.
5. The standard for dismissal of a teacher on a probationary appointment shall be the lack of suitability, based on teacher performance, for continued employment with the Board, consistent with the criteria referred to in Article E.23.3 of this Agreement.

6. A teacher on a probationary appointment shall not be dismissed prior to the receipt by the Board of an evaluation report, prepared in accordance with the provisions of Article E.23.4 of this Agreement indicating an unsatisfactory level of teacher performance.
7. The Board may, during the first nine (9) months of an employee's continuing appointment with the Board, exclusive of:
 - a. any leave of absence during or extending beyond those months;
 - b. the months of July and August;terminate the employee's continuing appointment and place the employee on a probationary appointment.
8. The Board may terminate an employee on a probationary appointment by giving thirty (30) days' notice in writing of the termination provided that the notice shall not be given during the first thirty (30) days of the probationary appointment and that there shall be at least twenty (20) teaching days included in the notice period.
9. Unless an employee on a probationary appointment is terminated in accordance with this Article, the probationary appointment made pursuant to this Article shall be effective until:
 - a. the Board, not less than six (6) calendar months following the placement of the employee on a probationary appointment rescinds the probationary appointment; or
 - b. June 30th in the year immediately following the school year in which the probationary appointment is made;whichever occurs earlier, and thereafter shall become a continuing appointment.
10. Any dispute arising out of a dismissal or disciplinary action taken by the employer shall be subject to Article A.6 (Grievance Procedure) of this Agreement.

ARTICLE C.24: REASSIGNMENTS RESULTING FROM STAFF REDUCTIONS

1. If the number of teachers on a school staff exceeds the number of staff allocated to a school, the situation will be formally discussed by all teaching personnel and staff reductions may be brought about internally by teachers who voluntarily initiate:
 - planned retirement
 - leaves of absence
 - part-time employment
 - vocational shifts
 - voluntary transfers

2. If the internal solutions cannot be found, staff members who possess appropriate qualifications and who have least district seniority will have their names forwarded to the Superintendent, who will consider the possibility of reassignments.
3. If the position held by the least senior appropriately qualified teacher is deemed essential to the educational program of the school by the Superintendent, in consultation with the principal, then the position held by the next least senior teacher may be designated surplus to need and that teacher will be considered for the reassignment.

ARTICLE C.25: PART-TIME TEACHER EMPLOYMENT RIGHTS

1. A teacher with a continuing appointment to the teaching staff of the district may without prejudice to that appointment request a change in teaching time. The teacher shall advise the Superintendent and the current principal, in writing, prior to March 1st. Serious consideration shall be given to such requests. If a request is refused, the Superintendent or designate, on request, will meet with the teacher(s) to discuss the reasons for the refusal.
2. If a change of appointment is granted under Article C.25.1, at the expiration of the changed appointment the teacher shall revert to the appointment time previously held.
3. Two teachers employed by the Board may jointly request a specific job sharing assignment in respect of a single full time position. Such a request shall be processed pursuant to Article C.25.1. Where the request is granted, salary shall be prorated according to the percentage of time worked by each teacher. When one of the teachers agrees to work due to the temporary absence or illness of the other teacher, that teacher shall receive payment at full pro rata scale placement for all such work upon ratification of this Agreement.
4. In scheduling part-time assignments every reasonable effort will be made to avoid regularly programmed split days.

ARTICLE C.26: TEACHERS ON CALL

1. The Board shall maintain a list of persons who are qualified and who have agreed to be placed on the list of teachers on call for the school year. The Board shall forward a copy of such a list to the Association twice in each school year.
2. In appointing teachers on call, the Board shall, pursuant to Section 19 of the *School Act*, appoint teachers on call who possess a valid B.C. teaching certificate in preference to persons not possessing such a certificate.
3. The Board may appoint a person not on the list per C.26.1 to an assignment in the event that no available person on the list possesses the necessary qualifications for the assignment.
4. A teacher may, for educational reasons, request a specific person on the list to act as a substitute, subject to the approval of the principal.
5. The Board shall provide an orientation in-service session for all teachers on call by October 15th of each year.

6. Under normal circumstances, a teacher on call will be engaged when the following teacher is absent:
 - a. a teacher who registers a class;
 - b. a resource teacher; and
 - c. teachers utilized to comply with Article D.23.
7. Where specific activities have been planned and teachers on call are available who are qualified and able to carry those functions out, the teacher and principal may agree to call in a teacher on call for librarians and learning assistance teachers who are absent.
8. The parties agree that teachers who formerly taught in School District No. 71 and have not been released for cause and are no longer employed shall, upon request, have their names added to the teacher on call list.
9. Where the Board expects a teacher to be absent for more than twenty (20) school days, the vacancy shall be filled by appointment to a temporary contract. When a teacher on call completes twenty (20) school days' continuous teaching on the same assignment and will continue in the same assignment, a temporary contract shall be granted retroactively to the commencement of the assignment.
10. A teacher on call assigned to a school for either a full day or a portion of a day shall be paid for time worked.
11. In the event that a teacher on call's assignment is interrupted by the return of a teacher who is subsequently absent within one (1) working day, the teacher on call, if best suited for the assignment, shall be reassigned, subject to availability, and the assignment shall proceed as if it has not been broken for salary or other provisions which depend upon the length of assignment.
12. For the purposes of Article C.26.9, a teacher on call's service shall not be considered broken by a non-instructional day.
13. At the end of a school year, a teacher on call may request and be provided with a statement of the number of substitute teaching days worked in the school year.
14. Teachers on call shall not be subject to any of the provisions of this Agreement other than this Article and any other Article where so specifically stated.

The following articles shall also apply to teachers on call:

Definition of Terms

Article A.1 - Term, Continuation and Renegotiation

Article A.2 - Recognition of the Union

Article A.3 - Membership Requirement

Article A.6 - Grievance Procedure, as it pertains to those provisions which are applicable to teachers on call Article A.25 - Labour Disputes

Article A.8 - Legislative Changes

Article A.23 - Staff Representatives and Right to Representation
Article A.26 - Strikes/Lockouts/Work Slowdowns
Article A.27 - Access to Board Policy Manual/Board Personnel Policies
Article A.28 - Copy of Agreement
Article A.29 - Access to Information
Article A.30 - Staff Meetings
Article A.31 - Staff Committees
Article A.32 - Applicability of Legislation
Article A.33 - Access to Work Site
Article A.34 - Use of School Facilities
Article A.35 - Bulletin Boards
Article A.36 - Internal Mail
Article B.21 - Placement on Schedule
Article B.22 - Experience
Article B.24 - Changes in Certification or Re-Categorization
Article B.26 - No Cut Clause
Article B.10.1 - Reimbursement for Mileage and Insurance (only mileage provisions)
Article C.22 - School Act Appeals
Article D.23 - Hours of Work
Article D.24 - Lunch Time Supervision
Article D.25 - Extra-Curricular Activities
Article D.26 - Health and Safety
Article E.1 - Non-Sexist Environment
Article E.2 - Harassment/Sexual Harassment
Article E.22 - Qualifications
Article E.27 - Personnel Files
Article F.22 - School Accreditation

15. Teachers, except teachers on call and those teachers whose assignment is that of permanent teacher on call, shall not be required to:
 - a. perform the tuition or instructional duties of a teacher who is absent; or
 - b. supervise the students of a teacher who is absent, except in emergency situations.
16. Under normal circumstances a teacher on call who is engaged for a full day will be requested to assume only the duties of the teacher that the teacher on call is replacing; however, in some instances the teacher on call may be requested to perform other reasonable duties.

ARTICLE C.27: TEMPORARY APPOINTMENTS

1. Term of Appointment
 - a. The Board may appoint a teacher to a temporary appointment, specifying the period of its duration.
 - b. Temporary appointments shall be made in accordance with the following:
 - i. For a period not exceeding one year, to any position temporarily existing or temporarily vacant; or
 - ii. For a period not exceeding the remainder of the existing school year, to any position which has become vacant during the school year.
 - c. At the expiration of the period specified in the temporary appointment, the temporary appointment shall be deemed to be terminated.
2. Letters of appointment will specify the term of the appointment and will set out the reasons why the appointment is temporary. Copies of temporary appointments will be sent to the Association.
3. Information
 - a. By October 15th of each year, the Board agrees to provide the Association with the following:
 - i. a list of all teachers on temporary appointments;
 - ii. a list of those teachers who have held temporary appointments within the last twelve (12) months which were not renewed;
 - iii. a list of all employees in the bargaining unit on leave of absence;
 - iv. a list of all teachers on continuing appointment whose appointment time is temporarily reduced;
 - v. a list of positions referred to in Article C.27.9.
 - b. The Board and the Association recognize that normally the full time equivalent in (i) will not exceed the combined full time equivalent in (iii) and (iv).
4. When teachers return from a leave of absence every effort will be made to place them in a reasonably comparable position.
5. Teachers on temporary appointment have the same rights and responsibilities as teachers on continuing appointment, except the right of tenure. Temporary employees who have appointments of greater than two (2) months shall be eligible to participate in health and welfare benefits plans.
6. Teachers on temporary appointment are not subject to termination during the term of the appointment, except under Section 15 of the *School Act*.

7. Vacancies occurring after the beginning of the school year will normally be filled by temporary appointment to the end of the school year. The position will be filled as a continuing appointment in the spring for the subsequent school year pursuant to Articles E.20, E.21, and C.24 of this Agreement.
8. A teacher who has been employed by the Board on a temporary appointment for at least four (4) full time equivalent continuous teaching months and an aggregate of fourteen (14) full time equivalent teaching months and who is reappointed to a position in the district shall be granted a continuing appointment.

The calculation of employment with the Board for the purposes of this provision shall commence September 1, 1991.

9. A position which was temporarily created for a specific educational purpose and which has existed for two (2) consecutive years shall be reviewed by the Board and be made permanent or discontinued.
10. Evaluation
 - a. The Board recognizes the value of evaluating teachers on temporary appointments.
 - b. Teachers with temporary appointments may be evaluated at any time, but in any event an evaluation shall be completed before the conclusion of the teacher's tenth (10th) month of service on temporary appointments.
 - c. At any time after an evaluation referred to in this Article is completed, a temporary teacher may request a meeting with the Superintendent to discuss the prospects of being considered for any vacancies for continuing appointments.

SECTION D: WORKING CONDITIONS

ARTICLE D.1: INTENTIONALLY LEFT BLANK – REMOVED BY LEGISLATION

ARTICLE D.2: INTENTIONALLY LEFT BLANK – REMOVED BY LEGISLATION

ARTICLE D.3: ALTERNATE SCHOOL CALENDAR [PCA]

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 through 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]

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

[Article D.4 does not apply in SD 71 (Comox Valley) - see also Article D.23 (Hours of Work)]

ARTICLE D.5: MIDDLE SCHOOLS [PCA]

- 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.

[Articles D.6 through D.19 set aside for future provincial collective agreement provisions]

ARTICLE D.20: MAINSTREAMING

- 1. Procedures
 - a. Teachers shall not be called on to administer medication on a regular or predictable basis. The Board shall establish a system for the administration of medication or medical procedures.
 - b. Clear administrative procedures shall be established for the carrying out of fire and earthquake drills that expedite the education and care of handicapped children.

ARTICLE D.21: REGULAR WORK YEAR

- 1. The annual salary established for employees covered by this Agreement shall be payable in respect of the teacher's regular work year.
- 2. The regular work year for teachers shall include:
 - a. the requisite number of days, hours of instruction, and professional development days as required by legislation, regulation, or ministerial order;
 - b. no fewer than four (4) days for professional development. The Superintendent in consultation with the Association will determine the scheduling of the days. The content

of the days shall be determined by the Joint Professional Development Committee, subject to the approval of the Superintendent;

- c. no fewer than two (2) days for community-parent- teacher interaction for the school years 1993/94 and 1994/95 (if applicable);
 - d. no fewer than one (1) day for parent-teacher interviews or conferences;
 - e. one (1) year-end administrative day.
3. Where the Superintendent authorizes in writing a specific assignment and the employee agrees, work performed by the employee during the months of July and August shall be paid at the rate of 1/195th of the employee's annual salary per diem.
 4. Upon acceptance of an assignment referred to in Article D.21.3, the employee may elect to take compensatory time in lieu of salary. The scheduling of compensatory time shall be determined jointly by the employee and the employee's supervisor.
 5. Work beyond the school year is voluntary.

ARTICLE D.22: SCHOOL CALENDAR

1. The school calendar shall be established, in accordance with the *School Act* and after consultation with the Association, by the board before December 1st of the preceding year or a mutually agreed upon date.

ARTICLE D.23: HOURS OF WORK

1. Teachers with full time classroom teaching assignments at elementary schools shall not be required to provide classroom instruction of more than twenty-three (23) hours and thirty(30) minutes per week averaged over the course of the school year.
2. Teachers with full time classroom teaching assignments at other than elementary schools shall not be required to provide classroom instruction of more than twenty-four (24) hours per week averaged over the course of the school year.
3. Teachers with 0.5 time or greater classroom teaching assignments shall have their required classroom instruction time prorated; e.g., a teacher with a 0.75 time appointment in a secondary school shall not be required to provide classroom instruction of more than eighteen (18) hours per week averaged over the course of the school year.

Duration of School Day

4. An elementary teacher shall not be required to offer instruction beyond an interval of six (6) hours, inclusive of:
 - a. instructional time not to exceed five hours, inclusive of fifteen (15) minutes of recess;
 - b. a regular noon intermission.

5. A secondary teacher shall not be required to offer instruction beyond an interval of six (6) hours and thirty (30) minutes, inclusive of:
 - a. instructional time not to exceed five (5) hours and thirty (30) minutes, inclusive of homeroom and time for students to change classrooms;
 - b. a regular noon intermission.

ARTICLE D.24: LUNCH TIME SUPERVISION

1. No teacher shall be required to perform supervision duties during noon intermission except in emergencies.

ARTICLE D.25: EXTRA-CURRICULAR ACTIVITIES

1. In this Agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school district.
2. The Board and the Association consider it desirable that teachers participate in extra-curricular activities, and recognize that participation in extra-curricular activities by the individual teacher is on a voluntary basis.

ARTICLE D.26: HEALTH AND SAFETY

1. A Health and Safety Committee will be established and maintained in accordance with the Occupational Health and Safety Regulations. Minutes of the meetings will be forwarded promptly to the Association and to the Board. There shall be three (3) members chosen by and representing the Association.
2. Classes shall be conducted in clean, well-maintained facilities with appropriate lighting, temperature, sound level, and ventilation. Employees should bring forward issues of health and safety first to the school administrative officer and then to the Health & Safety Committee before approaching an outside regulatory agency.
3.
 - a. Employees shall observe all health and safety regulations pertinent to the work and cooperate in attaining the objective of an environment free from industrial accident and disease.
 - b. Whenever an employee reports an unsafe or unhealthy condition, the employee shall report the condition to the employee's supervisor and the concern(s) shall be investigated by the district Health and Safety Officer without undue delay to determine what action, if any, is necessary to address the concern.
 - c. The Board shall be responsible for providing health and safety training for Health and Safety Committee members.
4. Section 3.24 of the Occupational Health and Safety Regulation is considered to be part of this Agreement.

5. The Board shall provide each school with a copy of the Occupational Health and Safety Regulations.

ARTICLE D.27: HOME EDUCATION

1. Educational services that may be required for home education students as defined in Sections 12 and 13 of the *School Act* and *School Regulation* Section 3 shall be provided by members of the bargaining unit or administrative officers.
2. *INTENTIONALLY LEFT BLANK – REMOVED BY LEGISLATION*
3. If a teacher who enrolls classes or otherwise provides educational programs to school-based students is assigned responsibility for any educational services to home-schooled students not as a discrete part of the employee's assignment, the teacher shall be given adequate time to provide such service within the weekly instructional assignment. Adequate time may include the provision of time away from instructional duties (e.g., additional preparation time or consultation time).

SECTION E: PERSONNEL PRACTICES

ARTICLE E.1: NON-SEXIST ENVIRONMENT [PCA]

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 [PCA]

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 behavior 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 behavior 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

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.

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.

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

- iii. 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 utilized 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. Training:

- a. The employer, in consultation with the Union, 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. Within twelve (12) months of the concluding of the collective agreement, the employer shall have a training program in place. The 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 behavior 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.

[Articles E.3 through E.19 have been set aside for future provincial negotiations]

ARTICLE E.20: TEACHER ASSIGNMENTS AND REASSIGNMENTS

1. General

- a. Teacher assignments, reassignments, and appointments will be carried out in accordance with the *School Act*.
- b. The Superintendent or designate, in conjunction with the principal of a school where vacancies exist, shall assess the educational needs of the school and specify the qualifications required to fill the vacancy.
- c.
 - i. Principals shall consult with their staffs prior to April 5th annually before determining staffing needs and deployment for the following school year, prior to submitting recommendations to the Superintendent.
 - ii. Qualifications, [*Intentionally left blank removed by legislation*], and personal preferences of the teacher shall be taken into consideration before assigning a teacher.
 - iii. Teacher assignments shall not be used for disciplinary purposes.
 - iv. Upon request of a teacher, the principal (or Superintendent's designate in the case of associated professionals) shall meet with the teacher to discuss proposed changes to the teacher's assignment.
- d. [*INTENTIONALLY LEFT BLANK – REMOVED BY LEGISLATION*]
- e. A teacher who seeks a change in teaching time shall advise the Superintendent and the current principal, in writing, prior to March 15th or by a mutually agreed date.
- f. Teachers who have part-time continuing appointments who seek an increase in teaching time shall advise the Superintendent and the principal in writing prior to March 15th or by a mutually agreed date.
- g. Prior to April 5, principals shall forward the names of all staff members who have, during the course of the year, claimed continuing status under the application of Article C.27.8. The Superintendent will provide a copy of this list to the association by April 15th. Any teachers who convert subsequent to April 5th shall be added to the list as they occur.

2. Board-Initiated Transfers (Reassignments)

- a. Transfers will not be made as a punitive measure except as provided for in Article E.2.
- b. Teacher assignments and reassignments by the Board shall be made in the following order:
 - i. firstly, those assignments and reassignments as determined by the Superintendent and approved by the Board which are made for the resolution of particular and specific personnel reasons. The transferred teacher and the president of the

Association shall be notified, in writing, of the decision and the reasons for it within three (3) days of Board approval.

- ii. secondly, all teachers accessing Article G.41
- c. All other teachers, including:
 - teachers returning from leave of absence (except those accessing Article G.41)
 - teachers on the reengagement list
 - teachers who have been identified as surplus to needs as defined in Article C.24
 - teachers who are granted continuing status under application of Article C.27.8 during the course of the year,

will be placed by suitability (Article C.20.3) and seniority after the internal rounds of postings. Nothing in the application of this article shall prevent these teachers from making applications to posted positions as outlined in Article E.21.
- d. Efforts will be made to meet teachers' personal preferences for transfers pursuant to Article E.20; however, it is understood that decisions made pursuant to Articles E.20 shall take into account educational, budgetary, and administrative considerations, including the needs of the school(s) concerned.
- e. Prior to initiating a transfer of a teacher, the Superintendent or designate shall:
 - i. discuss the transfer with the teacher;
 - ii. give consideration to the teacher's professional and personal goals and place of residence, and wherever possible obtain the teacher's agreement to the transfer; and
 - iii. arrange upon request a meeting of the Superintendent, the two principals involved, the teacher and the teacher's chosen representative.
- f. If a transfer is necessary after the beginning of the school year, the transferred teacher may require time free of instruction for classroom planning and school orientation. After consultation with the Superintendent, the transferred teacher may be granted up to five (5) days free of instruction for this purpose.
- g. The Board will transfer a teacher to a position for which the teacher is qualified, except in the most unusual circumstances.
- h. When the Board assigns a teacher to a significantly different grade level or subject area, the Board and the teacher shall jointly determine, and the Board shall provide the necessary financial and district staff resources, to ensure adequate professional retraining.

ARTICLE E.21: TEACHING VACANCIES

1. Positions of special responsibilities, as covered by Article B.25, shall be filled by competition. It is understood that the competition may also include applicants from outside the school district.
2. It is recognized that all Board-initiated transfers shall be completed before the application of this Article to teacher vacancies.
3. Teacher applications for vacancies should specify the job which the teacher is applying for, the teacher's certification, training, and experience with respect to the vacancy, and other information pertinent to the position.
4. Posting
 - a. By April 15th, or dated mutually agreed upon with the Association, all known vacant positions for the subsequent school year shall be posted. Any teacher interested in any of the positions shall make application within five (5) working days of the posting.
 - b. Any new position which may be created as a result of a Board budget decision will be listed in the above posting as a tentative position. Any teacher wishing to be considered for a tentative position which may become available instead of applying for any other position posted shall indicate such a preference within five (5) working days of such posting.
 - c. The positions which remain vacant after the application of Article E.20 and posted pursuant to Article E.21.4.a and E.21.4.b will be filled by the best qualified applicants with continuing appointments.
 - d. All applicants will be advised of the disposition of their requests in writing by May 1st or date mutually agreed upon with the Association.
 - e. Any position which is vacant as at May 1st, or other mutually agreed upon date, after the application of Article E.21.4.c and E.21.4.d shall be posted. Any teacher interested in any of the positions shall make application within five (5) working days of the posting.
 - f. Such positions shall be filled by the best-qualified applicants with continuing appointments.
 - g. All applicants shall be advised of the disposition of their requests pursuant to Articles E.21.e and E.21.f by May 15th or date mutually agreed upon.
 - h. Where two (2) or more applicants have equal qualifications pursuant to the application of this Article, the applicant with the greater seniority will be appointed.
 - i. Teachers who apply for postings but are not successful shall be notified, upon request, in writing. Such teachers may request a meeting with the Superintendent or designate to discuss the matter and may be accompanied by a representative of the Association.

5. Any position which is vacant after the application of Article E.21.4.e and E.21.4.f or those positions which become available subsequent to May 15th, or mutually agreed upon date, will be filled by the best qualified applicant, which will include any interested school personnel and outside applications. If the availability of such positions is known when school is in session, they will be posted and advertised externally. If such positions become known when school is not in session, then they will be advertised locally and externally.

ARTICLE E.22: QUALIFICATIONS

1. The terms “qualification”, “qualifications” or “qualified” as used in this Agreement are not a synonym for “certification”. “Qualification”, “qualifications”, and “qualified” have a much wider meaning. The words “qualification”, “qualifications” and “qualified” as used in this Agreement are more closely associated with the term “preparation” or “general professional suitability”.
2. In this Agreement, “qualification”, “qualifications”, or “qualified” shall take into account the following features:
 - a. certification;
 - b. recent experience in a similar assignment;
 - c. academic preparation, suitability of major and minor subject fields, program concentrations, and subsequent training;
 - d. quality of service as reflected in reports prepared pursuant to Article E.23.
 - e. past performance, judged from contacts made with the referees named by the applicant, one of which should include the applicant’s last supervisor.

ARTICLE E.23: EVALUATION OF TEACHER PERFORMANCE

1. The purpose of evaluation is to assess teacher performance.
2. An evaluation of a teacher may be conducted in any year in accordance with Article E.23, but in any event not less than once every five (5) years, unless the teacher and Superintendent otherwise agree. A teacher may request that an evaluation be conducted at any time upon written request to the Superintendent. The Superintendent shall, within twenty (20) working days of the receipt of the request, appoint an evaluator to write a report. All teachers new to the district appointed to continuing appointments shall be evaluated during their first year of employment.
3. The criteria to be used in the preparation of evaluation reports pursuant to Article E.23.4 shall be those developed by the Board and the Association and attached to this Agreement as Appendix ‘A’.
4. When evaluation is undertaken for the purposes of a report on a teacher, the following shall apply:
 - a. the teacher shall be notified at least one week in advance that an evaluation is to be conducted;

- b. the evaluator shall discuss with the teacher the process and criteria by which the evaluation shall take place, which shall include:
 - i. a pre-observation conference;
 - ii. a series of observations; and
 - iii. a post-observation conference;
 - c. at the pre-observation conference, the teacher shall be given a copy of the criteria established in accordance with this Agreement, or in the interim the supervisory plan for the school dealing with evaluation criteria; and
 - d. it is recognized that, as required, the teacher shall be provided with a written plan of assistance to improve the teacher's performance. The evaluator shall confer with the teacher to determine the time and resources that may be required to undertake such a program of assistance.
5. An evaluation leading to a report shall be based on a minimum of three (3) classroom visits as well as on the teacher's general performance in the school, consistent with the general criteria referred to in Article E.23.4.c. Such visits shall encompass a minimum of one hundred twenty (120) minutes of classroom observation. For the purposes of this Article, "general performance" shall mean the teacher's performance as contemplated in the criteria referred to in Article E.23.4.c.
6. Involvement or non-involvement in extra-curricular activities shall not be commented on in a report. The teacher may request that a letter of reference commenting on the extra-curricular activities be filed with a report.
7. The teacher shall be given a draft copy of the report at least forty-eight (48) hours prior to preparation of the final copy. The teacher shall have the opportunity of meeting with the evaluator to discuss the draft and propose any changes. The teacher may be accompanied by a representative of the Association.
8. Teachers may submit a written commentary on any written report, which shall be attached to and filed with all copies of the report.
9. The report shall indicate any discrepancies between the teacher's assignment and training/experience.
10. Under normal circumstances, an evaluation report shall be completed and delivered to the teacher before the end of the school year in which the evaluation commenced, unless the teacher and evaluator otherwise agree.
11. Nothing in Article E.23 of this Agreement shall preclude:
- a. any visits to the classroom by the Superintendent or designate at any time;
 - b. an evaluation in which any of the processes or criteria set out in Article E.23.4 of this Agreement are not appropriate due to the nature of the teacher's assignment, e.g. a non-

classroom assignment. The evaluator shall seek the agreement of the teacher on a set of processes and/or criteria referred to in this Article. Failing agreement, the Superintendent shall establish the processes and/or criteria referred to in this Article and shall notify the president of the Association in writing.

12. The evaluator who begins an evaluation shall be the person who makes the observations, confers with the teacher, and prepares the report in accordance with the provisions of this Agreement.
13. If, prior to the commencement of observations in accordance with this Article, the teacher has an apprehension of bias on the part of the evaluator, the teacher may request a meeting with the Superintendent and a representative of the Association to discuss the teacher's concerns. If a teacher requests an alternative evaluator, the request shall be considered by the Superintendent. If the Superintendent does not grant such a request for an alternative evaluator, the president of the Association shall be informed of the reasons.

ARTICLE E.24: DISMISSAL FOR PROFESSIONAL INCOMPETENCE

1. The Board may dismiss a teacher for professional incompetence once the Board has received at least three (3) consecutive reports indicating a less than satisfactory level of teacher performance.
2. Reports referred to in Article E.24.1 shall have been issued in a period of time of not less than twelve (12) calendar months and not more than twenty-four (24) calendar months.
3. Absences on sick leave and other leaves of absence shall not be included in the calculation of the period of time referred to in Article E.24.2. Where the teacher is absent on sick leave or other leave for more than one (1) month, any subsequent evaluation or continuation of an evaluation which has already commenced will not occur for at least one (1) month, or at least two (2) months if the absence is more than six (6) months, or at least three (3) months if the absence is greater than one (1) year. Such a period shall not be included in the calculation of the period referred to in Article E.24.2.
4. The reports shall be written by at least two different evaluators.
5. The three reports referred to in Article E.24.1 shall be reports prepared in accordance with Article E.23.4.

ARTICLE E.25: NON-DISCRIMINATION

1. The parties hereto subscribe to the provisions and principles of the *Human Rights Code* of British Columbia, and, without limiting the generality of the foregoing, the employer shall not discriminate against any employee or any applicant to any position.

ARTICLE E.26: NON-RACIST ENVIRONMENT

1. The employer and the local do not condone and will not tolerate any expression of racism.
2. Any written allegation of racism within the school district will be investigated by the Superintendent. The complainant will be advised of the results of the investigation.

ARTICLE E.27: PERSONNEL FILES

1. All personnel files maintained on each teacher at the district office shall be available to that teacher for examination.
2. Any file on a teacher kept at a school shall be open to the teacher.
3. After receiving a request from a teacher, the Superintendent, in respect of the district file, or the principal of the school, in respect of any school file, shall forthwith grant access to that teacher's file.
4. The Board agrees that no material which is not factual and no material which is irrelevant to the employment of the teacher shall be maintained in personnel files. In the event that the appropriate Board official does not agree to removal of specified material, the teacher may file a grievance under Article A.6 of this Agreement.
5. Employees shall be informed when material critical of the employee is placed in the employee's personnel file, and a copy of the material shall be given to the employee.

SECTION F: PROFESSIONAL RIGHTS

[Articles F.1 through F.19 have been set aside for future provincial negotiations]

ARTICLE F.20: PROFESSIONAL DEVELOPMENT

1. Professional Development Fund
 - a. The Board and the Association encourage the teachers covered by this Agreement to maintain a high standard of teaching effectiveness. To encourage teachers to remain updated in their techniques and the curriculum, a Professional Development Fund will be established in an amount equivalent to two hundred ten dollars (\$210.00) per teacher with a 0.5 time or greater appointment as of September 30th. The Board shall contribute ninety percent (90%), and the teacher's share shall be ten percent (10%). The teacher's contribution will be deducted by way of payroll deduction in a manner specified by the Association. Inservice for teachers on call will not be paid from this fund.
 - b. Administrative officers will be eligible to participate in the activities supported by the Professional Development Fund, provided that the Board and the administrative officer make contributions to the Fund consistent with Article F.20.1.a.
 - c. The Professional Development Fund is intended to meet the ongoing costs of increasing the knowledge base of teachers and maintaining the relevance of teaching methodologies.
 - d. This fund will not be required to provide resources for curriculum/assessment implementation. Curriculum/assessment implementation expenses are defined as those relating to the implementation of any new courses or programs mandated by the Board or the Ministry of Education. Timelines for implementation may vary and extend beyond one school year.
 - e. The fund shall be administered by the Joint Professional Development Committee using an accounting procedure acceptable to the Board. The fund will operate beginning in July and ending in June. Any surplus shall be added to the fund for the subsequent term, and shall not be considered to reduce the contribution of either party except by agreement.
2. The terms of reference for the committee shall be:
 - a. to assist individual teachers, school staffs, local specialists' associations (LSA's), and other groups to identify professional development needs through a needs assessment;
 - b. to assist individual teachers, staffs, LSA's, and other groups to establish professional development objectives for themselves and for the district;
 - c. to assist in designing, implementing, and evaluating professional development programs to meet those needs and objectives;

- d. to establish procedures and policies for the use of the professional development fund;
 - e. to promote effective communication on professional development matters;
 - f. to administer and distribute the professional development fund;
 - g. to encourage and to fund research initiated by district teachers;
 - h. to ensure that professional development opportunities are distributed as equitably as possible; and
 - i. to act as liaison between the Association and the Board on professional development matters.
3. Membership of Professional Development Committee
- a. The membership of the Committee shall be composed of:
 - i. six (6) teachers as determined by the Association, one of whom shall be the committee chair;
 - ii. two (2) administrative officers as determined by the Comox Valley School Administrative Officers' Association;
 - iii. one person determined by the Superintendent.
 - b. The president of the Association and a Trustee nominated by the Board may attend meetings of the Committee as non-voting members.

ARTICLE F.21: PROFESSIONAL AUTONOMY

- 1. The Board recognizes and respects the professionalism of the teachers covered by this Agreement. Teachers shall, within the bounds of the prescribed curriculum and consistent with effective educational practice and evaluation criteria as attached in Appendix 'A', have individual professional autonomy in determining the methods of instruction, the planning and presentation of course materials, and the evaluation of student development.
- 2. Nothing in this Article shall preclude the establishment of Board policy on educational matters which are consistent with effective educational practice.

ARTICLE F.22: SCHOOL ACCREDITATION

- 1. School accreditation shall occur as required and as provided for in Ministry of Education guidelines. The full benefit of the targeted funds made available by the Ministry of Education for the assessment process and for implementation shall be directed to the school(s) concerned.
- 2. It is acknowledged that an internal evaluation for accreditation requires increased clerical time, release time for some teachers, and adequate supplies.
- 3. The school administration and the Accreditation Steering Committee shall consult with the appropriate district personnel in order to determine the utilization of the targeted funds made

available by the Ministry of Education for the purposes of clerical support, teacher release time, and supplies to complete the accreditation.

4. The school administration, the school Accreditation Steering Committee, and the district staff shall consult on the implementation of recommendations arising from the accreditation report. The school administration, with input from the school staff, shall annually review and report to the Board on the progress of implementation of the school growth plan arising from the internal and external accreditation reports.

ARTICLE F.23: TECHNOLOGICAL CHANGE

1. Definition

Technological change shall be as defined in the *Labour Relations Code*.

2. Notice and Discussion

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

3. Information

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

- i. the nature of the change;
- ii. the effective date of the change;
- iii. the approximate number, type, and location of Association members likely to be affected by the change.

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

4. Consultation

Once notice of a technological change has been given pursuant to Article F.23.2 of this Agreement, the Board shall consult with the Association on ways in which employees in the bargaining unit who may be affected can adjust to the effects of the technological change. Such discussions shall include:

- a. the provision of training or retraining to one (1) or more employees covered by this Agreement;
- b. the transfer or reassignment of employees to other assignments.

5. The Board and the Association agree that this Article represents the Agreement between the Board and the Association on technological change, as contemplated by the *Labour Relations Code*.

ARTICLE F.24: CURRICULUM IMPLEMENTATION

1. Where new provincially prescribed educational programs or Board-authorized locally developed educational programs are introduced in the district, a joint Educational Implementation Committee shall be established by the Superintendent under the following membership guidelines:
 - a. the Superintendent or designate;
 - b. one (1) Association representative;
 - c. up to one (1) teacher per school or subject level affected, to be elected by the teachers concerned; and
 - d. a number of representatives of the Board.

In any case, the number of teacher representatives shall exceed the number of Board representatives.

2. The Committee shall make recommendations to the Superintendent and the Board with respect to:
 - a. the in-service activities needed to prepare teachers;
 - b. resources and materials needed to introduce and support the implementation; and
 - c. the timelines for implementation.
3. The committee shall determine its own operational procedures.

SECTION G: LEAVES OF ABSENCE

ARTICLE G.1: PORTABILITY OF SICK LEAVE [PCA]

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

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

[See “Article G.20 - Sick Leave” for sick leave use and accrual]

ARTICLE G.2: COMPASSIONATE CARE LEAVE [PCA]

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.)

[Articles G.3 through G.19 have been set aside for future provincial negotiations]

ARTICLE G.20: SICK LEAVE

1. It is recognized that the purpose of sick leave is to provide sick leave benefits as set out in this Article to teachers who are unable to work due to illness of the teacher.
2. Sick leave is earned at the rate of one and one-half (1 ½) days for each month taught by the teacher in the service of the Board.
3. For the purposes of this Article "month taught" shall mean a month in which a teacher has taught.
4. Part-time teachers shall accumulate sick leave in proportion to the percentage of time that they teach.
5. Any days during which the teacher has been absent with full pay for reasons of illness or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher.
6. There is no maximum to the number of days of sick leave that may be accumulated.

7. Fifteen (15) days of sick leave shall be available to each teacher at the beginning of the school year. The amount paid to a teacher for sick leave advanced but not earned during a year shall be repaid by the teacher to the Board progressively throughout that school year as per Article G.20.2 above.
8. Teachers commencing employment with the Board during the year shall have available to them the quota of sick leave benefits which would accrue to them for the balance of the school year.
9. Each teacher shall receive on or before October 1st an annual accounting of accumulated sick leave.
10. If a teacher ceases to be employed by the Board prior to the end of a school year, any sick leave days which were used but not earned shall be repaid to the Board by the teacher.
11. The maximum number of sick leave days that may be utilized by a teacher in any school year shall not exceed one hundred twenty (120) days.
12. Teachers may be required to provide an acceptable medical certificate in relation to any absence due to illness.
13. If a teacher resigns or is laid off from the Board's employ and subsequently resumes a position as a teacher with the Board, the teacher shall have immediate credit upon resumption of a position with the Board of the balance of all sick leave remaining to the teacher's credit at the time of the teacher's resignation or layoff.
14. Should a teacher suffer an injury which results in compensation being paid by the Workers' Compensation Board, or another agency, and the teacher has accumulated sick leave credit, the teacher shall turn over, or cause to be turned over, to the School Board all remuneration paid by the Workers' Compensation Board or other agency for loss of wages. The School Board will pay the teacher so affected normal and regular pay, thus ensuring continuation of all benefits. The difference between the teacher's pay and the compensation payment received by the School Board shall be deducted from the teacher's accumulated sick leave credit.
15. Any leaves granted pursuant to Article G.24 shall be deducted from the teacher's accumulated sick leave.

ARTICLE G.21: DISCRETIONARY LEAVE

1. Upon application, the Board will grant up to three (3) days leave during the school year to each full-time teacher. For such leave salary will be deducted at the cost of a teacher on call. Part-time teachers will be entitled to discretionary leave prorated to the fraction of time they teach. Whenever possible the leave should be taken when convenient to the operation of the school, but will not be unreasonably denied. This leave will not be cumulative.

Leave to extend school holidays will not normally be approved.

ARTICLE G.22: EXAMINATIONS

1. Leave of absence will be granted, as needed up to one (1) full day without loss of pay, to write examinations which are directly related to the teacher's employment.

ARTICLE G.23: CONVOCATION

1. Leave of absence without loss of pay will be granted for a period not exceeding one (1) day to attend a convocation at which the teacher is to receive a degree/diploma from a recognized post-secondary institution.

ARTICLE G.24: MEDICAL EXAMINATION

1. Where it is not possible for medical appointments to be made outside of school hours, the following will apply:

Should a teacher be referred by a general practitioner, family doctor, or dentist to a medical or dental specialist or be required to obtain a medical examination by a pension board, leave of absence may be granted.

2. In the event that an appointment of the nature described in Article G.24.1 for a dependent family member is necessary and no one other than the employee can accompany the dependent family member to such an appointment, the provisions of this Article shall apply for up to a maximum of two (2) days per school year.
3. Such leave will be considered to be absence for medical grounds and will be charged against accrued sick leave.

ARTICLE G.25: DEATH IN THE FAMILY

1. Leave of absence without loss of pay may be granted for a death in the family to a maximum of three (3) days, depending on the circumstances and the distance involved. An employee may be granted up to an additional two days of leave with pay, normally based on travel considerations, with the approval of the Superintendent. The employee may be granted up to an additional two days of leave in accordance with Article G.38.
2. For the purposes of this Article, family shall be defined as spouse, common-law spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, or other dependent relative.

ARTICLE G.26: ILLNESS IN THE FAMILY

1. In the event of a confining or incapacitating illness of a member of the employee's family, where no one other than the employee can provide for the needs of the ill person, the Board may grant up to three (3) days leave of absence without loss of pay per school year depending upon the circumstances and the distance involved.
2. For the purposes of this Article, family shall be defined as spouse, common-law spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, grandparents, or other dependent relative.

ARTICLE G.27: PALLBEARER

1. A teacher will be granted up to one (1) day without loss of pay, depending on the distance involved, to attend a funeral as a pallbearer.

ARTICLE G.28: JURY AND WITNESS DUTY

1. Leave of absence will be granted without loss of pay to a teacher required by subpoena to serve on a jury or to give evidence as a witness, but any jury or witness fees received shall be paid to the Board.

ARTICLE G.29: POLITICAL OFFICE - MP OR MLA

1. The Board recognizes that a teacher may wish to stand for public office. Leave of absence without pay prior to polling shall be for a prescribed time, in no case longer than two (2) months. Requests for leave of absence prior to polling shall be made to the Superintendent of Schools, who shall assess the impact and make recommendations to the Board.

In the event of election as MP or MLA, the candidate shall request full-time leave which may be granted for a specified period.

ARTICLE G.30: CONCILIATION OR ARBITRATION BOARD

1. Leave of absence, with deduction at the rate of pay for a teacher on call, shall be granted to attend a meeting called by salary conciliators or a Board of Arbitration, provided that such leave shall be granted to not more than three (3) teachers.

ARTICLE G.31: MATERNITY LEAVE

1. Maternity leave without pay will be granted pursuant to Part 6 of the *Employment Standards Act* or in accordance with Article G.31.5, whichever is applicable.
2. In addition to the provisions of the *Employment Standards Act*, leave of absence without pay will be granted as follows:
 - a. For a stated period of time so that the return to duty will coincide with the commencement of the following term or semester, or following the spring break.
 - b. Where a request for leave in excess of the provisions of the *Employment Standards Act* has been approved, the following conditions will apply:
 - i. A written notice of return to duty must be submitted at least four (4) weeks prior to the day on which the teacher wishes to return; with the exception that
 - ii. Teachers granted leave of absence for the remainder of a school year must notify the Superintendent of Schools in writing, not later than May 1st of the year in which leave is granted, of their intention to return to duty in September.
 - c.
 - i. In the case of an incomplete pregnancy, death of the child, or special situations, the teacher may return to duty earlier than provided in the agreed-upon leave.
 - ii. The teacher intending to make an early return to duty will submit a written application and a medical certificate.

- iii. A terminated pregnancy shall be treated in the same manner as a birth under the *Employment Standards Act* and the provisions of Article G.31.1 shall apply.
3. Additional leave of absence without pay to a maximum of two (2) years shall be granted by the Board subject to the following conditions:
- a. The teacher shall have taught at least one (1) year for each additional year of leave requested.
 - b. Application for such leave shall be made in writing and shall set out the purpose for which such leave is requested.
 - c. Provided a suitable temporary replacement limited to the term of the leave can be acquired prior to the last day of May in the calendar year in which the leave is to commence, the teacher shall be entitled to re-employment in the district following completion of the leave. Wherever possible, such employment shall be in a position equivalent to the one held immediately prior to the commencement of the leave.
 - d. No application for such leave shall be considered unless made prior to the last day of April in the calendar year in which the leave is to commence, except for special reasons.
4. When a teacher has been granted leave pursuant to Article G.31.1, the Board shall pay its share of health and welfare premiums during the period of such leave provided that the teacher pays their normal share of such health and welfare premiums.
5. a. The Board and the Association agree to enter into a supplemental employment benefit plan registered with the Employment Insurance Commission for teachers on short-term maternity leave pursuant to Article G.31.1. When the plan is approved and registered with the Employment Insurance Commission, the remainder of this Article will become effective.
- b. When a pregnant employee is granted short-term maternity leave pursuant to Article G.31.1, the employee shall be eligible for supplemental employment benefits, provided that:
- i. the employee is eligible pursuant to the sub plan registered with the EI; and
 - ii. the employee applies for EI benefits for the short-term maternity leave; and
 - iii. the employee receives EI benefits for the period of the short-term maternity leave.
- c. For employees eligible for supplemental employment benefits in accordance with this Article, the benefits shall be as follows:
- i. The Board will pay the teacher ninety-five percent (95%) of her current salary for the first two weeks of the leave; and
 - ii. The Board will pay the difference between seventy-five percent (75%) of her current salary and the amount of EI benefits for up to a further fifteen (15) weeks.

6.
 - a. Employees must prove that they have applied for and are in receipt of employment insurance benefits in order to receive payment under the plan.
 - b. SEB (supplemental employment benefits) is payable for a period during which an employee is not in receipt of employment insurance (EI) if the only reason for non-receipt is the claimant is serving the two week EI waiting period.
 - c. The benefit level paid under this plan for the first two weeks of the leave is set at ninety-five percent (95%) of the employee's current weekly earnings. In any of these two weeks, the total amount of SEB payments and other earnings will not exceed ninety-five percent (95%) of the employee's weekly earnings.
 - d. The benefit level paid under this plan for up to a further fifteen (15) weeks is set at seventy-five percent (75%) of the employee's current weekly earnings. In any week, the total amount of SEB payments and the weekly rate of EI benefits will not exceed seventy-five percent (75%) of the employee's weekly earnings.
 - e. This SEB benefit is paid for a maximum of seventeen (17) weeks.
 - f. The plan is financed by the Board's general revenues.
 - g. SEB payments will be kept separate from payroll records.
 - h. Employees do not have a right to SEB payments except for supplementation of EI benefits for the employment period as specified in the plan.
 - i. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under this plan.

ARTICLE G.32: PATERNITY AND ADOPTION LEAVE

1. The following leaves of absence shall apply:
 - a. One (1) day without loss of pay on the day of birth; plus
 - b. One (1) day without loss of pay if needed within thirty (30) days of the birth.
 - c. On the adoption of a child or in the case of legal guardianship, one parent will be granted leave of absence without loss of pay to a maximum of three (3) days. The length of such leave will be dependent on the circumstances and the distances involved. If both parents are employees and both are required at the adoption of the same child, leave of absence for the second parent will be granted for one (1) day without loss of pay, if needed, within thirty (30) days of the adoption.
2. The provisions of Article G.31.1 and G.31.2(a) shall apply in the case of adoption or legal guardianship of a child under the age of three years, such leave to commence from the date of the arrival of the child in the home.

ARTICLE G.33: PARENTHOOD LEAVE

1. Upon application, a teacher with a dependent child shall be granted leave of absence without pay for the purposes of caring for the child, consistent with provisions of Article G.31.3, with the exception that to be eligible for parenthood leave the teacher must have completed two years of active service with the Board prior to such application. It is understood that all such leaves must begin and end coincidental with the school term. Such leave shall not be available coincidental with extended maternity leave.

ARTICLE G.34: CDTA LEAVE

1. The Board will grant full time leave of absence for one (1) year to an Association member selected to serve the Association. The Board will retain the member on payroll provided that the CDTA/BCTF reimburses the Board for all costs.
2. For the purposes of the calculation of pensionable service, experience credits, sick leave credits, and seniority, the president shall be deemed to be in the full employ of the Board. The president shall inform the Board of the number of days or partial days, if any, that he/she was absent from presidential duties due to illness. Such days or part days shall be deducted from the president's accumulated sick leave credits.
3. In the event that the Association member granted leave pursuant to Article G.34.1 is unable to fulfill the duties, another member of the Association may be granted additional leave for a period that ends when the incumbent is able to return to work. The Association shall reimburse the Board for the actual cost of the substitute.

ARTICLE G.35: LEAVE OF ABSENCE - AS A DELEGATE

1. Leave of absence without pay, to a maximum of three (3) days, may be granted to a teacher attending a provincial or federal convention.

ARTICLE G.36: SHORT-TERM LEAVE OF ABSENCE

1. Leave of absence to attend summer sessions at universities outside British Columbia may be granted with or without pay at the discretion of the Board, provided that the teacher continues in the employ of the district for the following school year.

ARTICLE G.37: LEAVE OF ABSENCE - RESOURCE PEOPLE

1. The Board recognizes that many of the district's staff have expertise which is in demand by the Ministry of Education, other school districts and other recognized educational agencies. Provided the time requested by other agencies does not interrupt unduly the educational programs of this school district, the Board will approve such leave. The agency using the services will be charged at substitute rate, regardless of whether or not the substitute is required.

ARTICLE G.38: LEAVE OF ABSENCE - OTHER REASONS

1. Additional leave of absence beyond that specifically provided may be granted by the Board at their discretion, in which case the rate of deduction, if any, will be set by the Board at that time.

ARTICLE G.39: RELEASE TIME FOR ASSOCIATION, BCTF/CTF, AND TEACHER COLLEGE BUSINESS

1. An employee covered by this Agreement who is:

- an Association staff representative;
- a member of the Executive Committee;
- a member of the Representative Assembly;
- a member of a committee or task force of the Association, the BCTF, the CTF, or the Teacher College Council; or
- an official representative or delegate of the Association or the BCTF

shall be entitled to release time from instructional duties without loss of pay to carry out the duties involved. Such release from duty shall be granted without loss of pay and shall be granted on the understanding that the Board is reimbursed as follows:

- a. for the first five (5) days of the leave at the substitute rate; and
- b. for any days thereafter at the daily rate.

2. The total number of days leave granted pursuant to this Article shall not exceed the following:

- a. Fifteen (15) days for the chairperson of the Association's bargaining committee for the purposes of preparation for collective bargaining;
- b. Ten (10) days for a member of the BCTF executive committee;
- c. Six (6) days for a member of the BCTF representative assembly;
- d. Five (5) days for other leaves pursuant to Article G.39.1;
- e. Leave for meetings in direct collective bargaining with the Board or for attendance at arbitration hearings pursuant to Article A.6 shall be approved beyond the limits set out above.

3. The total number of leaves granted pursuant to this Article at the same time shall not exceed a number that, in the judgment of the Superintendent, unduly affects the operation of the school(s) concerned.

4. Should the Board be unable to obtain the services of a satisfactory substitute, the request for leave will be denied.

5. The Board may consider additional leaves of absence beyond the prescribed days set out in this Article.

6. In the event that an employee covered by this Agreement is elected to a full time position as an Officer of the BCTF, or is appointed on a term contract of employment to the administrative staff of the BCTF, leave of absence without pay shall be granted for the duration of those duties. Such leave shall only be granted if the leave of absence commences at the beginning of a school term and ends at the end of a school term.

ARTICLE G.40: EDUCATIONAL LEAVE

1. The Board may grant educational leave on application for the purpose of furthering excellence of instruction in the school district, subject to the conditions outlined in board policy.

Any of the following general activities may be considered to fulfill such purposes:

- i.. formal academic training regardless of whether it leads to higher certification;
- ii. studies or programs designed to bring new techniques or educational strategies to the school district;
- iii. to assist established teachers to refresh and advance their knowledge of method, subject matter, or general background for teaching.

ARTICLE G.41: RETURN FROM LEAVE OF ABSENCE

1. A teacher returning from leave of absence up to and including one (1) year shall have the right to be reassigned to a reasonably comparable assignment in the same school the teacher was assigned to prior to the leave.
2. A teacher returning from extended leave shall be assigned to a position reasonably comparable to that held prior to the leave.
3. 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 providing it still exists, or, if it no longer exists, to a position equivalent to that position wherever possible.
4. Notwithstanding Articles G.41.1, G.41.2, and G.41.3, a teacher may choose to apply for a posted position pursuant to Article E.21.
5. Teachers returning from a leave of absence shall inform the Board in writing by March 15th or date mutually agreed upon with the Association.

SIGNATURES

Signed at Courtenay, British Columbia, this _____ day of _____, 2010

Lynda-Marie Handfield
Director of Human Resources
School District No. 71 (Comox Valley)

Steve Stanley
Local President
Comox District Teachers' Association

Stephanie Mascoe
Labour Relations Consultant
British Columbia Public School Employers'
Association

Irene Lanzinger
President
British Columbia Teachers' Federation

LOCAL LETTER OF UNDERSTANDING NO. 1: *Continuing Appointments under Article 14.8
(now Article C.27.8)*

THIS LETTER OF UNDERSTANDING made and entered into this 26th day of June, 1995

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 71 (COURTENAY)

(hereinafter referred to as the “Board”)

AND:

THE COMOX DISTRICT TEACHERS’ ASSOCIATION
(hereinafter referred to as the “Association”)

IT IS AGREED THAT:

This Letter of Understanding applies to teachers who are granted continuing appointments by virtue of the application of Article 14.8 (now Article C.27.8).

In lieu of claiming other positions based on seniority during the school year, such teachers who accept assignments which terminate during the school year will be laid off at the expiration of the assignment and have rights of re-engagement or of severance pay pursuant to Article 15 (now Article C.20).

Teachers on the re-engagement list will be offered positions as they become available and for which they are suitable (Articles 15.4 and 11.2.2 – now Articles C.20.3 and E.20.2.b – as applicable) in order of greatest to least seniority.

Teachers on the re-engagement list have full access to their employment rights including the year-end posting and filling process (Articles 11 and 13, now Articles C.26.11 and C.26.13).

Signed at Courtenay, B.C. this 26th day of June, 1995.

FOR THE BOARD OF SCHOOL TRUSTEES FOR THE COMOX DISTRICT
OF SCHOOL DISTRICT 71 (COURTENAY) TEACHERS’ ASSOCIATION

CRITERIA	DEFINITIONS	GUIDELINES
II. Evidence of Planning	<p>Planning requires a statement of short- and long-range goals for the curriculum areas in order that objectives for each lesson, unit and learning activity can be established.</p> <p>The planning document(s) also relate(s) objectives to student learning outcomes and student evaluation.</p> <p>The provincial curriculum guides provide resource manuals for this process.</p>	<ol style="list-style-type: none"> 1. develops long-range plans: e.g. units, yearly plans, scope and sequence, objectives 2. adheres to provincial and local curricula 3. maintains short-range plans: e.g. day plan, lesson plan 4. demonstrates instructional planning, e.g. identification of strategies that will meet course objectives
III. Instructional Process and Skills	<p>Instructional process and skill provide structured learning experiences through teacher planning and decision-making.</p>	<ol style="list-style-type: none"> 1. targets instruction to appropriate level of difficulty 2. instructs to clearly-defined goals and objectives 3. demonstrates clarity of presentation 4. monitors learning 5. provides for student motivation 6. defines student expectations clearly 7. identifies and provides for individual differences 8. provides for closure 9. selects and uses strategies to respond to the variety of learning styles 10. utilizes effective questioning techniques that reflect both the instructional objectives and the ability levels of the students
IV. Assessment and Evaluation – Student Progress	<p>Assessment and evaluation provide continuous feedback on student strengths and weaknesses to all concerned with student progress.</p>	<ol style="list-style-type: none"> 1. clearly defines evaluation criteria for students 2. assesses student progress on a regular and frequent basis 3. plans assessment that provides for differences of individuals and of groups 4. designs and interprets tests appropriately 5. evaluates student growth and achievement in line with objectives of program 6. marks tests, assignments and projects according to criteria of clearly understood acceptable levels 7. adheres to department and school policies

		<p>and procedures with respect to assessment and evaluation of student progress</p> <p>8. maintains a system of accountability for student progress and completion of assignments</p> <p>9. regularly provides to students feedback on performance</p> <p>10. maintains appropriate written records</p> <p>11. maintains open channels with parents regarding student progress</p> <p>12. reports regularly to parents on student progress</p>
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CRITERIA	DEFINITIONS	GUIDELINES
V. Classroom Management, Discipline, and Climate	Classroom management, discipline, and climate are the establishment of and adherence to a set of expectations for teacher and student behaviours that maximize opportunities for ordered learning to occur.	<ol style="list-style-type: none"> 1. defines and adheres to a clear set of classroom rules, routines and procedures consistent with school practices 2. emphasizes academic goals and/or achievement 3. sets high expectations for students 4. facilitates student involvement and participation 5. facilitates smooth transition from one activity to another, with attention to appropriate pace 6. defines appropriate behaviour and consequences 7. monitors student behaviour 8. responds effectively to unanticipated interruptions 9. actively promotes positive student-to-teacher and student-to-student interaction 10. builds group cohesiveness and consensus 11. accepts, clarifies and supports students' ideas 12. monitors student work habits
VI. Classroom Environment	Classroom environment is the optimal adjustment of the physical environment to facilitate and sustain interest, guidance and motivation for learning in safe, comfortable conditions.	<ol style="list-style-type: none"> 1. adjusts the physical environment and equipment to accommodate variety in the learning situation 2. provides facilities for displays, exhibit books and student work 3. attends to conditions that affect health and safety of students 4. organizes and arranges classrooms so as to facilitate learning and minimize disruptions
VII. Professional	Professional development is the	<ol style="list-style-type: none"> 1. participates in the development,

Development	building and the strengthening of a teacher's knowledge, understanding and skills through out-of-class experiences that improve the quality of teaching	<p>implementation, and/or review of school policies and procedures as brought forth at staff meetings and to be decided upon by staff vote</p> <ol style="list-style-type: none"> 2. participates in the development, implementation and/or review of philosophy and goals statement at staff meetings 3. maintains positive professional rapport with colleagues 4. keeps self up-to-date in areas of specialization and in general trends in education 5. takes advantage of in-service education opportunities 6. shares ideas, materials, and methods with professional colleagues
VIII. Conclusion	<p>The conclusion to the teacher evaluation report consists of:</p> <ol style="list-style-type: none"> a) a summative statement stemming from criteria II through VIII collected data b) a list of strengths observed and, if appropriate, recommendations for continued growth, and c) an evaluative statement as the last sentence. 	All data collected and analyzed

LETTERS OF UNDERSTANDING/INTENT

LETTER OF INTENT No. 1

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Formalization of Middle School Provisions

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

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

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

Original signed by:

Jinny Sims

BCTF President

Jacquie Griffiths

BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 1

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

Re: Designation of Provincial and Local Matters

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

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

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

"D. Hogg"

Negotiation Team For

British Columbia Teachers' Federation

"K. Halliday"

Negotiation Team For

British Columbia Public School

Employers' Association

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

Appendix 1

PROVINCIAL MATTERS

Appendix 1 – Provincial Matters

Housekeeping — Form Issues

1. 3.10 *Glossary for terms*
2. 3.17 *Gender - Use of Plural and Singular in Contract Language; Interpretation of Teacher Contracts and School Act*
3. 3.4 *Cover Page of Agreement - Memorandum*

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 - 3.29 *Retroactivity*
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 - 3.18 *Legislative Change*
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 - 3.28 *Recognition of Union*
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 - 1.65 *Leave - Union Business, BCTF, CTF, COT; Long Term*
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3.11 *Grievance Procedure - Board Policy*
3.12 *Grievance Procedure, Dispute Resolution, Natural Justice; Appeal Process for Teachers; Personnel Practices and Due Process*
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1.75 *Classification of Salary, Placement on Schedule, Letters of Permission, Placement on Schedule*
1.85 *Bonus for Upgrading, Course Bonuses*
1.90 *New Positions, Reclassification - Salary*
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1.86 Counsellors Working Outside School Calendar, Night School Payments, Salary - Payment for Additional Days; Not Regular School Days
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2.6 Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.
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2.6 Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.
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2.6 Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.

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3.36 *Benefits - Management Committee*
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1.11 *Group Life Coverage*
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28. Unemployment Insurance/SIF Rebate
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1.15 *Pension, Retirement, Superannuation*
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 - 3.1 *Appointment - Probationary*
- 2. Dismissal and Discipline for Misconduct
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 - 1.74 *Appointment to District (Offer of), Posting & Filling Vacant Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
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- 5. Teacher on Call Hiring Practices
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- 6. Seniority-Layoff-Recall-Severance Pay
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- 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
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 - 1.36 *Definition of Teachers, Itinerant Teachers*
- 12. Space and Facilities
 - 1.110 *space and facilities*
- 13. Non-traditional Worksites
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- 14. Correspondence Courses
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 - 3.23 *Posting Procedures - Filling*
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 - 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*
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 - 3.43 *Job Description*
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- May 31, 1995 - Provincial

Appendix 2

LOCAL MATTERS

Appendix 2 – Local Matters

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- 6.1 NOTE: Re: Selection of Administrative Officers, see Addendum B.

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1.78 Professional Development Committee - as related to control
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4.31 Women's Studies
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4.48 Joint Studies, Liaison, Employment Relations Committee
5. Fund raising
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Other unpaid leaves from Previous Local Agreements not otherwise contained in Appendix 1 are deemed to be part of Appendix 2 (Local Matters).

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

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

“D. Hogg”

Negotiation Team For

British Columbia Teachers’ Federation

“K. Halliday”

Negotiation Team For

British Columbia Public School

Employers’ Association

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”

President

BC Teachers’ Federation

“K. Halliday”

Chief Negotiator

BC Public School Employers’ Association

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

Professional Development

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

Professional Development:

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

For BCTF:

“R. Worley”

For BCPSEA:

“K. Halliday”

Date: Original April 23, 1997

Amended by *Education Services Collective Agreement Amendment Act, 2004*

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

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

1. The parties agree that “unpaid leave” for the purposes of the Letter of Understanding signed between the parties on October 25, 1995 means an unpaid leave not otherwise designated as a provincial matter in Appendix 1 (Provincial Matters) of the agreement on designation of the split of issues.

2. Unpaid leave as described in (1) above shall be designated for local negotiations except for provincial considerations in the article including: continuation of benefits, increment entitlement and matters related to pensions and posting and filling.

Dated this 7th of October, 1997.

British Columbia Teachers’ Federation

British Columbia Public School Employers’
Association

“R. Worley”

“K. Halliday”

LETTER OF UNDERSTANDING NO. 2

Between:

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

And:

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

Re: Approved list of arbitrators for:

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

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

John Kinzie

Judi Korbin

Robert Pekeles

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

Dated: August 14, 2007

Originals signed by:

Irene Lanzinger

Jacque Griffiths

For the BCTF

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).

Section 4 of Bill 27 indicates that, “Effective July 1, 2002, the provisions of an agreement referred to in Column A of the following table, which provisions form part of the collective agreement constituted under section 2(1) of this Act, are deemed to apply for the purposes of all teachers employed by the school board in the school district referred to in the same row in Column B, and the agreements referred to in Column C are void and cease to have any effect.”

The Federation remains of the view that total compensation should be preserved for employees who are presently covered by terms and conditions that are found in local agreements identified in Column C Bill 27 Section (4) “Column C Agreements”. Total compensation includes all allowances and bonuses, including funding for professional development, currently paid to said employees. As well, the Federation maintains the view that superior benefit coverage and/or premium sharing should be preserved. Still further, it is the position of the Federation that increment values are to be preserved from Column C agreements where those increment values are greater than those found in agreements identified in Column A Bill 27 Section (4) “Column A agreements”. Lastly, a superior daily rate, both short and long term, for Teachers on Call in the Column C agreements should continue through the term of the agreement and any bridging period. The above-cited positions of the Federation are founded, in part, on the

Federation's view that the "No Cut" provisions set out in the Column A Agreements properly apply to employees presently covered by the terms and conditions of the Column C Agreement.

Notwithstanding the Federation's view on these matters, on a without prejudice and precedent basis to the Federation's overall position in respect of Bill 27 "Education Services Collective Agreement Act" and Bill 28 "Public Education Flexibility and Choice Act", including any legal or other challenges, and to any future amalgamation of school districts or local agreements consolidated as a result of amalgamation, the parties agree to the following transitional issues with respect to the implementation of Section 4 of Bill 27.

1.0 RATE OF PAY MAINTENANCE

Continuing and term/temporary employees now covered by Column C agreements, including employees who are laid off effective June 30, 2002, will be placed on the salary grid of the Column A agreements as of July 1, 2002 according to paragraphs 1.1 and 1.2 below.

1.1 Continuing Employees

- 1.1.1 All continuing employees presently at maximum salary or who would qualify for maximum salary as at June 30, 2002 pursuant to the Column C agreement will be placed at the maximum salary in the Column A agreement effective July 1, 2002 notwithstanding that the Column A agreement may have a greater number of increment steps to maximum.
- 1.1.2 All other continuing employees from the Column C agreement will be placed in the Category and Experience level of the Column A agreement according to the Category and Experience earned under the Column C agreement as at June 30, 2002.

Example:

Fernie Grid — Category 5 step (6) as at June 30, 2002 to be placed on the Cranbrook grid at Category 5 step (7) effective July 1, 2002 provided that the employee would have qualified for an increment under the terms and conditions of the Fernie agreement.

- 1.1.3 Continuing employees shall be notified, in writing, of their intended grid placement under the Column A agreement for the 2002-2003 school year within one month of the signing of this Letter of Understanding.
 - a. Appeals against the intended grid placement shall be heard by a committee consisting of an employee covered by the Column C agreement and an employee covered by the Column A agreement, as designated by the respective locals prior to June 30, 2002, and a person designated by the Board.
 - b. Appeals must be referred to the Board and the Union by October 15, 2002.
 - c. Appeals not resolved by November 15, 2002, shall be referred to step 3 of the grievance procedure, Article A.6.
- 1.1.4 Any continuing employee covered by a Column C agreement whose salary at June 30, 2002 (x) 1.025 is greater than that he/she would receive according to his/her salary in the Column A agreement at July 1, 2002, shall receive the difference in equal monthly instalments during the 2002-2003 school year. Such employees shall have their names and salary as at June 30, 2002 included on a "Rate of Pay Maintenance Schedule" attached to the Collective Agreement.

Sample Rate of Pay Maintenance Schedule:

Name	Annual Salary Effective June 30, 2002	Monthly Installment	
		July 1, 2002	July 1, 2003
First Last	\$39,365	\$202	\$ 13
First Last	\$42,564	\$215	\$ 0
First Last	\$62,752	\$180	\$184

The local parties shall compile and forward the "Rate of Pay Maintenance" Schedule(s) to the provincial parties.

- 1.1.5 A continuing employee identified in 1.1.4 above whose salary at June 30, 2002 (x) 1.025 (x) 1.025 remains greater than what he/she would receive according to his/her salary in the Column A agreement at July 1, 2003, shall continue to receive the difference in equal monthly installments until June 30, 2004 and any bridging period pursuant to Article A. 1.2.
- 1.1.6 A continuing employee who, except for his/her involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above shall, upon recall or assignment to a term/temporary or continuing contract of employment, receive any salary differential in equal monthly installments for any time he/she is employed.
- 1.1.7 A continuing employee who, except for his/her involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above, shall, if subsequently employed as a Teacher on Call, be placed on the "Teacher on Call Schedule" at the daily rate he/she would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have his/her daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.
- 1.1.8 The following describes the calculation for 1.1.4 and 1.1.5 above:

Year	Column A Agreement	Column C Agreement
02-03	Placement on grid according to Category and experience earned at June 30, 2002 = A.1	Salary at June 30, 2002 x 1.025 = B.1

- (B.1 – A.1 = Difference/10= Monthly Installment)

03-04 Placement on grid according to Category and experience earned at June 30, 2003 = A.2 $B.1 \times 1.025 = B.2$

- $(B.2 - A.2 = \text{Difference}/10 = \text{Monthly Installment})$

- Notes:*
1. *For 12-month pay schedules, the divisors will be 12.*
 2. *The above calculation presumes that increments are applied on September 1. When an increment is applied on a date other than September 1, the monthly installment will be adjusted to reflect the salary and increment value of the Column A agreement.*
 3. *Please refer to Appendix "A" for examples.*

1.2 Term/Temporary Employees

- 1.2.1 A term/temporary employee covered by a Column C agreement who has worked in term/temporary assignment(s) which, in the aggregate, equal(s) a minimum of .5 FTE during the 2001-2002 school year shall have his/her name added to the Rate of Pay Maintenance Schedule as appropriate.
- 1.2.2 A term/temporary employee identified in paragraph 1.2.1 above, who is appointed to a term/temporary or continuing contract of employment, shall receive the monthly installment outlined in paragraphs 1.1.4 and 1.1.5 above for any time he/she is employed between July 1, 2002 and July 30, 2004 and any bridging period pursuant to Article A. 1.2.
- 1.2.3 A term/temporary employee covered by paragraph 1.2.1 above, shall, if subsequently employed as a Teacher on Call, be placed on the "Teacher on Call Schedule" at the daily rate he/she would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have his/her daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.

1.3 Teachers on Call

- 1.3.1 Any teacher on call on the Teacher on Call List pursuant to a Column C agreement at June 30, 2002 whose daily rate of pay effective June 30, 2002 is greater than the daily rate stipulated in the Column A agreement effective July 1, 2002 shall have his/her daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.
- 1.3.2 A "Teacher on Call Schedule" shall be appended to the collective agreement that identifies each eligible teacher on call and his/her daily rate at June 30, 2002.

Sample Teacher on Call Schedule:

Name	Daily Rate Effective June 30, 2002
First	\$159.64
First	\$166.70

NOTE: In some districts the daily rate for TOCs will be the same for all TOCs on the Schedule.

- 1.3.3 The daily rate of pay for non-certificated teacher replacements in School Districts #08 (Kootenay Lake) and #82 (Coast Mountains) shall continue according to the terms and conditions of the Column C agreement unless varied pursuant to 9.3.2 of this Letter of Understanding.
- 1.3.4 The local parties shall compile and forward these "Teacher on Call Schedules" to the provincial parties.

1.4 Employees Hired After June 30, 2002

- 1.4.1 Continuing and term/temporary employees, hired after June 30, 2002, who are not covered by 1.1 and 1.2 above, shall be placed on the salary grid according to the provisions of the Column A agreement.
- 1.4.2 Teachers on Call placed on the Teacher on Call list after July 1, 2002, who are not covered by 1.3 above, shall be paid a daily rate according to the provisions of the Column A agreement.

2.0 SICK LEAVE CREDITS

Effective July 1, 2002, the accumulated sick leave credits of employees covered by a Column C agreement shall be continued. The application and subsequent accumulation of sick leave credits shall be in accordance with the Column A agreement.

3.0 SENIORITY LISTS - DISTRICT-WIDE

Seniority lists shall be established on a district-wide basis. The local parties shall compile and forward the district-wide seniority list to the provincial parties. For administrative purposes, the local parties may establish administrative lists from the district-wide seniority list which set out the relative seniority of employees by geographic region.

4.0 STAFFING PROVISIONS - TRANSITIONAL EFFECTIVE DATE

In accordance to Section 4 of Bill 27, the staffing provisions of the Column C agreement becomes void on July 1, 2002 and the staffing provisions of the Column A agreement will apply to all teachers throughout the district. In recognition that this effective date (July 1, 2002) is in the midst of the yearly staffing process (May — October), subject to the local parties agreement and the approval of the provincial parties, the following options pertaining to staffing provisions are available:

- i. The Column A staffing provisions would take effect prior to July 1, 2002 (implement staffing provisions from the Column A agreement early).
- ii. The staffing provisions of the Column A agreement would take effect after July 1, 2002 but no later than October 31, 2002 (delayed implementation of the staffing provisions from the Column A agreement).

It is understood that the above are only options to consider and failing agreement of all parties, the staffing provisions of the Column A agreement will take effect for all employees in the district on July 1, 2002.

Should the local parties agree to one of the alternatives available, this agreement will be forwarded to the provincial parties for approval.

5.0 GEOGRAPHICAL BOUNDARIES - STAFFING PROVISIONS

In the event that the local parties wish to incorporate geographical boundaries/factors into the Column A agreement's staffing provisions, the mid contract modification process would apply, i.e., these amendments to the Column A agreement would be agreed upon at the local level and submitted to the provincial parties for approval.

6.0 LEAVES COMMENCING PRIOR TO JULY 1, 2002

If a leave was approved and commenced under the Column C agreement prior to July 1, 2002 and is to continue past July 1, 2002, the terms and conditions of this leave, including the method of returning from leave of the Column C agreement would continue to apply for the duration of that leave. The Column A agreement would apply to all leaves that commence after June 30, 2002.

7.0 SALARY PLANS

7.1 Deferred Salary Plan

Employees who have commenced a deferred salary plan under the Column C agreement shall be eligible to continue this plan until its completion under the terms and conditions contained in the Column C agreement, including any provisions related to return from leave.

7.2 12 Month Payroll Savings Plan/ 12-Month Pay Plan

Employees currently on a 12-month payroll savings plan or a 12-month pay plan under the Column C agreement shall continue with that plan until August 31, 2002 under the terms and conditions contained in the Column C agreement.

8.0 BENEFIT PLANS - TURNOVER DATE

- 8.1 In SD.83 (North Okanagan-Shuswap) premiums for benefits are paid in advance and calculated for deduction over the course of the year. As a result, the turnover date for benefits in SD.83 (North Okanagan-Shuswap) will be delayed until October 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until September 30, 2002 and the benefit plans under the Column A agreement would then start to apply on October 1, 2002.

- 8.2 Effective September 1, 2002, employees under the Column A agreement in SD.53 (Okanagan-Similkameen) will be covered by a new benefit provider. As a result, the turnover date for benefits in SD.53 (Okanagan-Similkameen) will be delayed until September 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until August 31, 2002 and the benefit plans under the Column A agreement would start to apply on September 1,2002.

9.0 INCLUSIONS

9.1 List

The following list sets out membership in the teachers' bargaining unit, as defined by PELRA, currently included in the Column C agreement, by variation of the LRB, but not included for purposes of the Column A agreement.

- i SD.6 (Rocky Mountain) — Employees instructing adult education academic credit courses.
- ii SD.82 (Coast Mountains) — Speech Language Pathologists and uncertified substitute teachers. in.
- iii SD.83 (North Okanagan-Shuswap) — Persons employed to teach the Family Life curriculum in the Family Life Education program and Speech Language Pathologists
- iv SD.91 (Nechako Lakes) — Associated professionals including Speech Language Pathologists, Native Educational Counsellors, Native Language and Culture Instructors.

9.2 School District No.8 (Kootenay Lake)

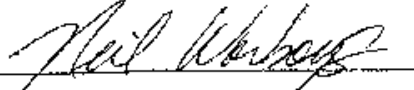
Non-certificated teacher replacements are currently included in the Column C agreement and are members of the teachers' bargaining unit but are not included in the Column A agreement.


9.3 Application

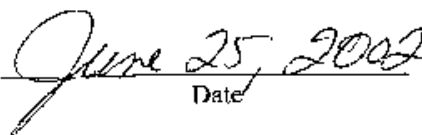
- 9.3.1 After June 30, 2002, in the geographical area of the former Column C agreement, all employees listed in 9.1 and 9.2 above shall remain, or, in the case of new employees, shall become, members of the teachers' bargaining unit and the BCTF.
- 9.3.2 BCPSEA and the BCTF shall determine the terms and conditions of employment for the employees identified in 9.1 and 9.2 above. Should the parties be unable to reach agreement, the terms of Article A. 1.4 of the collective agreement shall apply.
- 9.3.3 In the geographical area of the former Column A agreement, employees listed in the above classifications shall not become members of the bargaining unit except through the processes provided in the Labour Code.

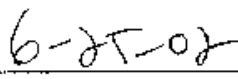
9.4 School District No.79 (Cowichan Valley)

Employees instructing Adult Education (Adult Basic Education and High School Completion) programs in the former School District No.65 (Cowichan) and former School District No.66 (Lake Cowichan) are included in the bargaining unit and are covered by the terms and conditions of employment in the Column A agreement.


British Columbia Teachers' Federation


British Columbia
Public School Employers' Association


Date


Date

Appendix "A" to LOU Re: Section 4 of Bill 27

School District No. 5

Collective Agreement Effective July 1, 2002 (former S.D. 2)

TGS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
4	0	\$33,744	\$34,588	\$35,452	\$36,338
4	1	\$35,547	\$36,438	\$37,347	\$38,280
4	2	\$37,350	\$38,284	\$39,241	\$40,222
4	3	\$39,153	\$40,132	\$41,135	\$42,163
4	4	\$40,956	\$41,980	\$43,029	\$44,105
4	5	\$42,759	\$43,828	\$44,924	\$46,047
4	6	\$44,562	\$45,678	\$46,818	\$47,988
4	7	\$46,365	\$47,524	\$48,712	\$49,930
4	8	\$48,168	\$49,372	\$50,607	\$51,872
4	9	\$49,971	\$51,220	\$52,501	\$53,813
4	10	\$51,774	\$53,068	\$54,395	\$55,755

Example # 1 Teacher hired under old PLA S.D. 1 - Cat. 4, Step 0 = \$38,405 on June 30, 2002

	Compare with	Annual Difference	Monthly Installment*
	\$38,405 +2.5%		
Placed on new scale	\$39,365	\$2,019	\$202
	\$40,349	\$127	\$13

Example #2 Teacher hired under old PLA S.D. 1 - Cat. 4, Step 10 = \$52,880 on June 30, 2002

	Compare with	Annual Difference	Monthly Installment*
	\$52,880 +2.5%		
Placed on new scale	\$54,202	\$0	\$0
	\$55,557	\$0	\$0

* Monthly installment assumes annual salary paid over 10 months

School District No. 5

Collective Agreement Effective July 1, 2002 (former S.D. 2)

TQS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
5	0	\$38,378	\$39,357	\$40,321	\$41,329
5	1	\$40,513	\$41,526	\$42,564	\$43,628
5	2	\$42,648	\$43,714	\$44,807	\$45,927
5	3	\$44,783	\$45,903	\$47,050	\$48,226
5	4	\$46,918	\$48,091	\$49,293	\$50,526
5	5	\$49,053	\$50,279	\$51,536	\$52,825
5	6	\$51,188	\$52,468	\$53,779	\$55,124
5	7	\$53,323	\$54,656	\$56,022	\$57,423
5	8	\$55,458	\$56,844	\$58,266	\$59,722
5	9	\$57,593	\$59,033	\$60,509	\$62,021
5	10	\$59,728	\$61,221	\$62,752	\$64,321

Example # 3 Teacher hired under old PLA S.D. 1 - Cat. 5, Step 0 = \$43,626 on June 30, 2002

Placed on new scale	1-Jul-02	5.1	\$42,564	Compare with \$43,626 +2.5%	Annual Difference	Monthly Installment*
	1-Jul-03	5.2	\$45,927	\$44,717	\$2,153	\$215
				\$45,835	\$0	\$0

Example #4 Teacher hired under old PLA S.D. 1 - Cat. 5*, Step 10 = \$62,976 on June 30, 2002

Salary grid does not contain Category 5*, therefore placed on Category 5

Placed on new scale	1-Jul-02	5.10	\$62,752	Compare with \$62,976 +2.5%	Annual Difference	Monthly Installment*
	1-Jul-03 <td>5.10 <td>\$64,321</td> <td>\$64,550</td> <td>\$1,798</td> <td>\$180</td> </td>	5.10 <td>\$64,321</td> <td>\$64,550</td> <td>\$1,798</td> <td>\$180</td>	\$64,321	\$64,550	\$1,798	\$180
				\$66,154	\$1,843	\$184

* Monthly Installment assumes annual salary paid over 10 months

LETTER OF UNDERSTANDING No. 3.b

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

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

Original signed by:

Jinny Sims

BCTF President

Jacquie Griffiths

BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 4

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Early Incentive Payment

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

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

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

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

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

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

Original signed by:

Jinny Sims

BCTF President

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:

Jinny Sims

BCTF President

Jacquie Griffiths

BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 6

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

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

Original signed by:

Brian Kennelly

BCTF Co-Chief Negotiator

Jacquie Griffiths

BCPSEA Chief Negotiator

Suzie Mah

BCTF Co-Chief Negotiator

LETTER OF UNDERSTANDING No. 7

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Articles Housekeeping Committee

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

Original signed by:

Jinny Sims

BCTF President

Jacque Griffiths

BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 8

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

Original signed by:

Jinny Sims

BCTF President

Jacque Griffiths

BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Rehabilitation Committee

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Benefits Review Committee

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

Original signed by:

Jinny Sims

BCTF President

Jacquie Griffiths

BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 11

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: 2008 Salary Harmonization

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

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

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

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

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

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

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

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

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

Original signed by:

Jinny Sims

BCTF President

Jacquie Griffiths

BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 12

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

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

Remote Recruitment & Retention Allowance:

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

SD 49 Central Coast

SD 82 Coast Mountain

SD 50 Haida Gwaii/Queen Charlotte

SD 85 Vancouver Island North

SD 52 Prince Rupert

SD 87 Stikine

SD 59 Peace River South

SD 91 Nechako Lakes

SD 60 Peace River North

SD 92 Nisga'a

SD 81 Fort Nelson

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

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

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

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

Original signed by:

Jinny Sims

BCTF President

Jacquie Griffiths

BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 13

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Fiscal Dividend

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

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

The Fund will be determined as follows:

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

Original signed by:

Jinny Sims

BCTF President

Jacquie Griffiths

BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 14

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Article B.12 Category 5+ Transitional Provisions

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

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

Dated this 27th day of June, 2007

Original signed by:

Jinny Sims

BCTF President

Jacquie Griffiths

BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 15

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

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

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

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

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

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

Original Signed by:

Jacquie Griffiths
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:

Jacque Griffiths

BC Public Employers’ Association

March 12, 2008

Irene Lanzinger

BC Teachers’ Federation

March 13, 2008