

WORKING DOCUMENT (PCA 3)

July 1, 2006 to June 30, 2011
LOCAL COLLECTIVE AGREEMENT

BETWEEN:

**Board of School Trustees of School District
No. 67
(Okanagan Skaha)**

(The “Employer”)

**B.C. Public School Employers’ Association
(BCPSEA)**

As bargaining agent for all school boards
established under the *School Act*

AND:

Okanagan Skaha Teachers’ Union

(The “local”)

**British Columbia Teachers’ Federation
(BCTF)
(The “union”)**

On behalf of all employees included in the
bargaining unit established under the *Public
Education Labour Relations Act (PELRA)*

**WORKING DOCUMENT
OF
PROVINCIAL COLLECTIVE AGREEMENT**

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PREAMBLE

1. The parties recognize and support the purposes of this Agreement to be:
 - 1.1 to set forth the terms and conditions of employment agreed to between the parties;
 - 1.2 to promote harmonious relations between the Employer and its officials and the Union and all teachers;
 - 1.3 to set forth mechanisms for the expeditious settlement of disputes which may arise as to the application or interpretation of the Agreement;
 - 1.4 to encourage cooperation in providing efficient quality education services to the pupils in the District.
2. This Agreement is made pursuant to and governed by the School Act and the Labour Relations Code. Terms used in this Agreement defined in those Acts shall have the meanings defined in those Acts.

SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

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

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2006 to June 30, 2011. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
2. In the event that a new Collective Agreement is not in place by June 30, 2011 the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified in accordance with this Collective Agreement.
4.
 - a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
 - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
 - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
5.
 - a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
 - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.
 - c.
 - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).

- ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

ARTICLE A.2 RECOGNITION OF THE UNION

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

ARTICLE A.3 MEMBERSHIP REQUIREMENT

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

ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION

1. The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.

2. At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.
3. The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
4. The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.
5. The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

ARTICLE A.5 COMMITTEE MEMBERSHIP

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee, and the local shall appoint the representatives.
3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.2 and A.5.3 above, in order to attend meetings that occur during normal instructional hours. Teacher on call costs shall be borne by the employer.
4. When a teacher on call is appointed to a committee referred to in Article A.5.2 and A.5.3 above, and the committee meets during normal instructional hours, the teacher on call shall be paid pursuant to the provisions in each district respecting Teacher on Call Pay and Benefits. A teacher on call attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the teacher on call shall receive a full day's pay.

ARTICLE A.6 GRIEVANCE PROCEDURE

1. Preamble

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

Steps in Grievance Procedure

2. Step One

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

3. Step Two

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

4. Step Three

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

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

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

5. Omitting Steps

- a. Nothing in this Collective Agreement shall prevent the parties from mutually agreeing to refer a grievance to a higher step in the grievance procedure.

- b. Grievances of general application may be referred by the local, BCTF, the employer or BCPSEA directly to Step Three of the grievance procedure.

6. Referral to Arbitration: Local Matters

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

7. Referral to Arbitration: Provincial Matters

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

8. Arbitration (Conduct of)

- a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
- b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.
- c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an

arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.

- d. Authority of the Arbitrator:
 - i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.
 - ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
 - iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.
- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

9. General

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

- iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any teacher on call that may be required.

ARTICLE A.7 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

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

ARTICLE A.8 LEGISLATIVE CHANGE

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

LOCAL ARTICLES

ARTICLE A.20 PRESIDENT'S LEAVE TERMS

1. The Employer agrees to release the President of the Union from teaching duties for the period and percentage of time up to and including 100% (one hundred percent) as determined by the Union each year.
2. If the period of time is less than 100% (one hundred percent), the President-elect, in consultation with the Superintendent and the appropriate administrative officer, shall arrange his/her leave so that it meets the requirements of Union responsibilities and his/her teaching duties.
 - a. The President-elect, in consultation with the Superintendent and the appropriate administrative officer, shall be entitled to arrange his/her leave for the portion of the school year remaining in the current school year provided the arrangements meet the requirements of the Union and the requirements of his/her teaching duties. The other provisions of A.20 shall apply, except that the OSTU shall pay the employer's share of the Teachers' Pension Plan contributions and CPP contributions for the president elect of the OSTU.
3. Request for such leave shall be in writing and received by the Superintendent prior to May 31st preceding the school year for which the leave is requested.
4. The Employer shall continue to pay the President's salary and to provide benefits as specified in the Agreement.
5. The Union shall reimburse the Employer for 100% (one hundred percent) of such salary, benefits and pension costs upon receipt of a monthly statement.
6. The President, returning to teaching duties upon completion of a leave period, shall be assigned:
 - a. to the same position in the same school, or if the position does not exist:
 - b. to a comparable position in the same school commensurate with his/her most recent experience and training, or if a comparable position is not available;
 - c. to a comparable position in the District that is acceptable to the teacher.
7. For purposes of pension, experience, sick leave and seniority, the President shall be deemed to be in the full employ of the Employer.
8. In the event the President is unable to fulfill the presidential duties, the Employer shall provide a Teacher on Call to permit another Union member to assume the duties of the President. The provisions of this article shall also apply.

ARTICLE A.21 RELEASE TIME FOR LOCAL, BCTF and CTF BUSINESS

1. Upon receipt of reasonable notice, the Employer shall grant individual members of the Union leaves of absence with pay from teaching duties to a maximum of eight (8) days per school year in order to carry out the business of the Union, BCTF or CTF.
2. The following leaves shall not be included in the maximum leave provision of eight (8) days:
 - a. Employer paid Union leaves;
 - b. leaves for the negotiating team to prepare for and attend contract negotiations with the Employer;
 - c. leaves to attend arbitrations involving the Employer;
 - d. leave to serve as members of a committee and/or task force of the BCTF or CTF.
3. Unless otherwise specified in this Agreement, such release from duties shall be granted without loss of pay and shall be granted subject only to the Employer being reimbursed for the cost of the Teacher on Call.
4. If a Union member is elected to a full-time position with the BCTF or CTF, leave of absence without pay shall be granted for the duration of that member's office.
5. If a Union member is appointed to a position with the administrative staff of the BCTF or CTF, leave of absence without pay shall be granted for a maximum period of four (4) years.
6. Union members returning from leaves as specified in four (4) and five (5)(above) must inform the Employer at the earliest possible date but not later than May 31, and shall be assigned:
 - a. to a comparable position in the same school commensurate with his/her experience and training, or if not available;
 - b. to another comparable position in the District.

ARTICLE A.22 COLLEGE OF TEACHERS

1. Paid leave of absence as required will be granted to a teacher elected to the College of Teachers, provided the College reimburses the Employer for costs.

ARTICLE A.23 LEAVE FOR CONTRACT NEGOTIATIONS

1. Leave of absence with pay shall be granted to two (2) members of the Union to conduct negotiations held during instructional hours.

2. Up to three (3) additional representatives, as determined by the Union, shall be released with pay for negotiating sessions held during instructional hours, and the Employer shall bill the Union for the costs of the Teacher on Call.

ARTICLE A.24 SCHOOL STAFF REPRESENTATIVES

1. The Employer shall recognize a Staff Representative in each school, elected in accordance with the Union's procedures to carry out the duties of investigating and settling teacher employer disputes within the school and to participate in grievance resolution in the school as required.
2. The Union shall notify the Employer in writing of the name of each staff representative.
3. Staff representatives shall have the right to convene meetings in the school to conduct Union business provided that they follow the District's existing booking practices and that the meetings do not interfere with scheduled activities or teacher duties.
4. Staff representatives shall arrange to conduct grievance investigations in such a manner as not to disrupt classroom or other instruction and shall not normally be granted leave from instructional duties for this purpose.
5. When requested by a teacher or the Employer, a staff representative shall be relieved of instructional duties without loss of pay to attend any meeting involving the teacher and the Employer concerning any grievance or dispute.

ARTICLE A.25 ACCESS TO WORKSITE

1. Upon notification to the Employer, representatives of the Union and the BCTF shall have the right to enter school property to transact Union business at all reasonable times provided that such visits do not interfere with classroom instruction.

ARTICLE A.26 USE OF SCHOOL FACILITIES

1. The Union shall be permitted the use of school facilities and equipment for Union meetings and other Union business by following the District's usual "booking" practices. The Union agrees that such use will not include direct preparation for job action.

ARTICLE A.27 BULLETIN BOARDS

1. The Union shall have the right to post Union approved notices of activities and matters of Union concern on bulletin boards. These bulletin boards shall be provided in each staff room in each school.

ARTICLE A.28 INTERNAL MAIL

1. The Union shall have access to the District mail service and employee mail boxes, free of charge, for communication with teachers provided any increased volume does not add extra costs to the Employer.

ARTICLE A.29 SCHOOL STAFF COMMITTEES

1. The Employer and the Union encourage each school to develop a staff committee.

To this end, staff committees shall:

- a. be established at the beginning of each school year;
 - b. consist of a size and membership to be determined by the staff;
 - c. review and make recommendations on matters relating to staff concerns;
 - d. have the right to receive budget information and make presentations to the Administrative Officer(s) regarding the school's annual budget.
2. The school administration shall consider recommendations put forward by the staff committee.

Should the school administration not act on a recommendation, of the school Staff Committee, the Administrative Officer shall provide reasons. If the recommendations are in writing, the reasons shall be in writing. If the recommendations are oral, then the reasons shall be oral.

ARTICLE A.30 RIGHT TO REPRESENTATION

1. The Superintendent or Administrative Officer shall inform the teacher of his/her right to have a representative of the Union in attendance at any meeting that can reasonably be expected to become discipline related. For the purposes of this Article, the teacher has the right to waive, in writing, this representation.

ARTICLE A.31 ACCESS TO INFORMATION

1. The Employer upon request by the Union agrees to furnish to the Union or its designated representatives, the following information, as soon as it is available:
 - a. a list of employees covered by this Agreement showing names, addresses, phone numbers, grid placement, seniority and staff assignments;
 - b. notification of transfers, resignations, retirements, employee deaths, discharges, notice of positions available, appointments and leaves of absence;
 - c. public board meeting agendas;

- d. minutes of public board meetings;
- e. public information as required by law.

ARTICLE A.32 COPY OF AGREEMENT

1. The parties shall share equally the cost of printing this Agreement in sufficient quantities for distribution to all teachers and management personnel. Teachers hired during the school year shall receive from the Employer a copy of the current Collective Agreement. The details of printing the contract as agreed to by the parties shall be the responsibility of the Union.

ARTICLE A.33 PICKET LINE PROTECTION

1. The parties agree that all teachers under this Agreement shall have the right to refuse to cross a legally constituted picket line arising out of a dispute as defined in the Labour Relations Code. Any employee failing to report for duty for this reason shall be considered to be absent without pay.
2. In the event the Employer is confronted with a picket line or is served with seventy-two (72) hours strike notice, the Union President or designate will meet with the Superintendent if requested to do so.
3. Teachers will not be requested or required to perform, nor to direct pupils to perform duties that are under the jurisdiction of employees who are on strike or locked out.
4. Failure to cross a duly constituted picket line encountered in carrying out School Board business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action by the Board.

ARTICLE A.34 CONTRACTING OUT

1. All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit. Except as mutually agreed upon by the parties, the Board shall not contract out educational services of a type and kind normally and regularly assigned to teachers in this District. This provision shall be subject to A.34.2 below.
2. The parties agree that the following shall not be considered as violations of this article and agree that:
 - a. This article does not restrict or regulate the assignment of teaching duties to administrative officers.
 - b. This article does not limit the Board's ability to employ persons other than teachers to assist teachers in carrying out their duties as provided for in section 18 of the School Act.

- c. Those educational services normally expected to be provided outside the regular day school program (i.e. summer school and night school) may continue to be provided.
 - d. Students may continue to be provided with educational programs which are sponsored by or jointly sponsored with another school district or outside agency such as Museum, or delivered through another Ministry.
 - e. Those services which have traditionally been purchased to supplement the physical education program within the Okanagan Skaha School District such as swimming, skiing, canoeing, curling lessons and outdoor education support may continue to be provided.
 - f. The practice of using guest speakers and performers to provide services which supplement curricular programs and teacher professional development activities may continue.
 - g. The purchase of materials (e.g., software or curricular support) and the services included in the production of those materials shall not be restricted to members of the bargaining unit.
 - h. As a practicum requirement student teachers may perform the duties and responsibilities of their supervising teachers.
3. The parties continue to recognize and encourage the presence of volunteer parents as a support to classroom teachers.

ARTICLE A.35 EXPEDITED ARBITRATION

[Note: Referral to expedited arbitration shall be consistent with Article A.6.6 and A.6.7.]

1. Grievances concerning the following may be referred by the party originating the grievance to expedited arbitration:
 - a. teaching assignments,
 - b. posting and filling vacant positions,
 - c. employer initiated transfers,
 - d. teacher initiated transfers.
2. By mutual agreement a grievance falling into categories other than those listed in article A.35.1 may be referred to expedited arbitration.
3. A single arbitrator shall be selected from the list contained in this article. Unless the parties agree otherwise, and subject to article A.35.4, the arbitrator shall be selected on a rotational basis. Nothing shall prevent the parties from mutually agreeing to an arbitrator that is not included on the list.

4. Within ten (10) teaching days of the grievance being referred to expedited arbitration, the arbitrator shall hear the grievance and shall render a decision within five (5) days. If no arbitrator is available within ten (10) teaching days, the first available arbitrator from the list shall be selected.
5. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision. Expedited arbitration decisions shall be of no precedential value and shall not thereafter be referred to by the parties in respect to any other matter.
6. The parties shall share equally the costs of fees and expenses of the arbitrator.
7. The list of arbitrators to be selected shall be:
 - a. D. Munroe
 - b. S. Kelleher
 - c. V. Ready
 - d. A. Hope
 - e. Judy Korbin
 - f. John Kinzie
 - g. Graham Leslie

ARTICLE A.36 EXCLUSIONS FROM THE BARGAINING UNIT

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the mutual agreement of the parties. For the purposes of Article A.36, the word "position" means individual jobs or assignments, and "any position that is currently in the bargaining unit" means an individual job or assignment that is currently in the bargaining unit or an individual job or assignment which is not substantially and demonstrably different from jobs or assignments currently in the bargaining unit.
 - a. Any exclusions shall be determined on the basis that the position involved:
 - i. any of the functions outlined in the Labour Relations Code as the basis for exclusion from the definition of an "employee"; or
 - ii. the functions of a director of instruction as provided by the School Act; or
 - iii. includes any duties regarding the evaluation of the teachers as designated to principals and vice principals in the School Act.
 - b. Failure by the parties to reach mutual agreement shall result in the parties referring the matter directly to arbitration pursuant to Article A.6.0 (Grievance Procedure).

- c. When the inclusion or exclusion of a position is in dispute, the issue of whether or not the position is, in substance, that of a teacher and/or is in the bargaining unit is an issue which can be grieved under the grievance procedure in the collective agreement.
2. Any newly created position requiring a teaching certificate shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties. The provisions of paragraph 1 of this article shall apply.
3. Prior to posting, the Board shall notify the OSTU of all new management positions offered in the District and submit to the OSTU office a written job description of the new position(s).

ARTICLE A.37 MANAGEMENT RIGHTS

1. The Employer retains the rights and responsibilities to manage and control all its operations subject to the terms of this Agreement, provided that such rights are exercised fairly and reasonably.

ARTICLE A.38 TEACHERS' ASSISTANTS

1. Teachers' Assistants are employed to assist teachers in carrying out their duties and responsibilities as set out in the School Act and Regulations.
2. Teachers' Assistants shall work under the employment supervision of an Administrative Officer and the direct instructional supervision of teachers. Teachers shall not write formal evaluations on Teachers' Assistants.
3. Teachers' Assistants shall not assume responsibility for any of the teacher's duties and responsibilities referred to in clause A.38.1.
4. Teachers' Assistants shall not engage in any instructional responsibilities when the teacher who is receiving the assistance is absent from the classroom, without the approval of the teacher.

SECTION B SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 SALARY

1. The April 1, 2006 Harmonized salary grids in the Local Agreement have been amended to reflect to following general increases to salary:
 - a. Effective July 1, 2006: 2.5% increase
 - b. Effective July 1, 2007: 2.5% increase
 - c. Effective July 1, 2008: 2.5% increase
 - i. Effective July 1, 2008, the salary grid maximum salaries at categories 4, 5, 5+ and 6 will be amended in accordance with Letter of Understanding No. 11 – 2008 Salary Harmonization.
 - d. Effective July 1, 2009: 2.5% increase
 - e. Effective July 1, 2010: 2.0% increase
2. The following allowances shall be adjusted in accordance with the above increases:
 - a. Department head [see Article B.24]
 - b. Positions of Special Responsibility [see Article B.24]
 - c. First Aid [see Article B.25]
 - 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 [see Article B.10]
 - b. Per Diems
 - c. Housing
 - d. Pro D (unless formula-linked to the grid) [see Article F.1]
 - e. Clothing
 - f. Classroom Supplies
4. Teacher on Call daily rates shall be adjusted in accordance with Article B.1.1.

LOCAL PROVISIONS

5. Salary Grids

School District No. 67 Okanagan Skaha

Teachers Salary Grid

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

School District No. 67 Okanagan Skaha

Teachers Salary Grid

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

School District No. 67 Okanagan Skaha

Teachers Salary Grid

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 Letter of Understanding No. 11 – 2008 Salary Harmonization:				
2.5% increase:	\$ 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%

School District No. 67 Okanagan Skaha

Teachers Salary Grid

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

School District No. 67 Okanagan Skaha

Teachers Salary Grid

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

ARTICLE B.2 TEACHER ON CALL PAY AND BENEFITS

1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
2. For the purposes of Employment Insurance, the employer shall report for a teacher on call, the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
3. A teacher on call shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee he/she is replacing is entitled to claim.
4. Teachers on call shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
5. Teachers on call shall be paid an additional compensation of \$3 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$1.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
6. Rate of Pay:
 - a. Employees who are employed as teachers on call shall be paid the rate specified below for each full day worked for the first three (3) days. Any provision in the Previous Collective Agreement which provides a superior daily rate shall remain part of the Collective Agreement. [See Article B.2.7 for a superior provision for Category 6 Teachers on Call]

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. For the first three (3) days of an assignment, a Teacher on Call who is certified by the College of Teachers and assigned Category 6 with five (5) or more years of experience

shall be paid a daily rate of one-two hundred fortieth (1/240) of their category placement of the annual salary schedule.

For the purposes of salary, a Teacher on Call's service in the same assignment shall not be considered to be broken by:

- a. a non-instructional day which shall also not be considered as a day of paid work;
 - b. the return of the teacher who subsequently is absent within two (2) working days;
 - c. a strike or lockout;
 - d. the Teacher on Call's illness or accident provided it does not exceed two (2) working days.
8. When a part-time teacher is a Teacher on Call in his/her own class or in an assignment which is substantially the same, he/she will be paid on scale rather than at Teacher on Call rates.
 9. A Teacher on Call who reports for work when called shall be paid a minimum of a half day's salary. A Teacher on Call who works beyond a half day shall be paid on a pro rata basis.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION (Not currently applicable in S.D. 67 (Okanagan Skaha))

ARTICLE B.4 EI REBATE

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

ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN

1. In this Article:
 - a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;

- b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect. [Not Applicable in School District No. 67 (Okanagan Skaha)]
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
 - a. between September 1 and September 30 or December 15 and January 15 in any school year;
 - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

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

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

1. Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.

2. A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
3. An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of her/his intention to participate in the Plan by September 30th. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to clause 5 of this Article.
4. An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
5. Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
6. Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
7. An employee's accumulation in the Plan including her/his interest accumulation to March 31st shall be paid in equal installments on July 15 and August 15.
8. Notwithstanding clause 7 of this article, interest earned by the Plan for the period September 1, 2006 to August 15, 2008 shall be retained by the employer. Thereafter, interest earned by the Plan in the months of April through August shall be retained by the employer.
9. The employer shall inform employees of the Plan at the time of hire.
10. Nothing in this Article shall be taken to mean than an employee has any obligation to perform work beyond the regular school year.

ARTICLE B.9 PAY PERIODS

Provincial Article B.9.1 through B.9.3 does not apply in School District No.67 (Okanagan Skaha). See Article B.9.4 below.

LOCAL PROVISIONS

4. Teachers shall be paid in ten (10) monthly installments. A mid-month advance will be paid on the last teaching day prior to the 16th day of the month. The mid-month advance will be approximately 40% of net monthly salary.
5. The month end payment will be made on the last working day of the month, except for the month of December.

6. For the month of December the mid-month advance will be paid on the last teaching day prior to the 16th day of the month and the month end payment will be made on the last banking day of the month.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

1. Provincial Article B.10.1 does not apply in School District No.67 (Okanagan Skaha). See Article B.10.6 below.
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. Provincial Article B.10.4 does not apply in School District No.67 (Okanagan Skaha).
5. Provincial Article B.10.5 does not apply in School District No.67 (Okanagan Skaha).

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

LOCAL PROVISIONS

6. MILEAGE ALLOWANCE

- a. Teachers who are requested by the Employer to use their personal vehicles in order to carry out their assigned instructional responsibilities shall be reimbursed for mileage at the current B.C.S.T.A. rate.

ARTICLE B.11 BENEFITS

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

LOCAL PROVISIONS

2. Medical Plan

The Employer shall pay eighty-five percent (85%) of the cost of the premium for the Provincial Medical Services Plan of B.C.

3. Extended Health Benefits

The Employer shall pay one hundred percent (100%) of the premium cost of a mutually-agreed extended health benefits plan including one hundred dollars per twenty-four months (\$100/24 months) vision care option including benefits for audio (aural).

4. Dental Plan

The Employer shall pay eighty-five percent (85%) of the premium cost of a mutually-agreed dental plan which maintains, as a minimum, the current levels of coverage. Effective April 1, 1993, the plan will include the following coverage:

- a. 80 percent of Plan "A" basic service;
- b. 50 percent of Plan "B" prosthetic appliance, crown and bridge;
- c. 50 percent of Plan "C" orthodontia with a limit of \$2000.00 per person.

For teachers hired after December 31, 1978, participation in the plan shall be a condition of employment.

5. Group-Life Insurance

- a. The Employer shall pay one hundred percent (100%) of the net premium cost of a BCTF/B.C.S.T.A. Group Life Insurance Plan "B" for each participating teacher.

- b. Group-Life Participation

Teachers employed as of December 31, 1975, shall be voluntary participants of the Plan. After that date participation shall be a condition of employment for new employees.

- c. Optional Term Life

The BCTF Optional Term Life Insurance Plan will be administered by the Employer with the teachers paying one hundred percent (100%) of the premium cost. Adjustments of coverage shall only be made at the beginning of each school year.

6. Salary Indemnity Fund / Salary Continuance Plan

Participation in the BCTF Teachers' Salary Indemnity Fund / Salary Continuance Plan shall be a condition of employment for all teachers appointed to the District after January 1, 1978. The premiums for this plan shall be paid totally by the teachers.

7. General Benefits

- a. The Employer shall provide each employee with an application or enrollment form(s) for participation in the benefit plans.
- b. The Employer shall provide information to teachers on how to obtain benefits from the various benefit plans.

- c. The Employer shall advise each teacher individually in writing at the end of October of his/her accumulated sick leave.
 - d. The Employer agrees to pay its share of the cost of benefits for all full-time teachers while they are in receipt of salary under this Agreement. In the case of a temporary full-time teacher the appointment must be for a minimum of four (4) months to qualify for those benefits.
 - e. Subject to the conditions of the benefit plans, part-time teachers employed .4 F.T.E. or more shall be entitled to the benefit provisions of this Agreement in the same manner as full-time teachers. Part-time teachers employed less than .4 F.T.E. shall be entitled only to the Provincial Medical Services Plan of B.C. In order to qualify for benefits part-time teachers must be appointed for four (4) or more consecutive months. Teachers on Call shall be entitled to the benefit provisions of the Employee Assistance Plan.
 - f. With the exception of Group Life, benefit coverage shall be extended to the end of the next teaching month following a deduction of premiums.
8. Employee Assistance Plan
- a. Effective April 1, 1993 the Board shall pay Seventy-five percent (75%) of the cost of a mutually agreed upon Employee Assistance Plan.
9. Benefit Plan Information and Changes
- a. The Employer shall not reduce the terms of the existing plans without the agreement of the Union. The Employer shall provide the Union with a copy of all master, teacher benefit contracts.
10. Maintenance of Benefits During Leave of Absence
- a. For those benefits capable of being maintained, any employee granted leave of absence shall have his/her benefits maintained by the Employer during the period of leave by notice of the teacher, upon the Employer receiving pre-payment of the total premiums applicable during the leave of absence.
 - b. Subject to the conditions of the benefit plans, the Employer will continue to pay its share of the premium payments for the Medical Plan, EHB, Dental Plan and Group Life Insurance during the period, not exceeding one (1) year, that a teacher is on medical leave of absence and in receipt of the British Columbia Teacher's Federation Salary Indemnity Plan (Short Term) benefits and for one further calendar year beyond the expiry of the S.I.P. (Short Term) benefits where the teacher is in receipt of the benefits from the BCTF Salary Indemnity Plan (Long Term).
 - c. The Board shall continue to pay the Employer's share of the Teacher's Pension Plan contributions for the President of the OSTU.
11. Death Benefits

- a. In the event of the death of a teacher in the employ of the Employer, the Employer shall pay to the widow or the widower of the deceased, or to the estate if there is no widow or widower of the deceased, the full month's salary for the month in which the employee deceased.
- b. The Employer shall continue to provide the medical, extended health and dental benefits to the dependents of the deceased teacher for a period of six (6) months after the death of the teacher. The dependents shall be notified in writing of the terms of this provision when severance and other benefits are paid.
- c. In addition to the payment in Article B.11.11.a, the Board will also pay one (1) additional month's salary for any employee who has been in the service of the Board for more than ten (10) years.

ARTICLE B.12 CATEGORY 5+

- 1. Eligibility for Category 5+
 - a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;
 - i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.
 - ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.
 - iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.
 - b. Post undergraduate diplomas agreed to by the TQS; or
 - c. Other courses or training recognized by the TQS.
- 2. Criteria for Category 5+
 - a. The eligibility requirements pursuant to B.12.1 must not have been used to obtain Category 5.
- 3.
 - 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.

LOCAL ARTICLES

ARTICLE B.20 INITIAL PLACEMENT

1. General
 - a. Notification

At the time of appointment, the Employer shall advise the teacher, in writing, of the documentation required to establish initial scale placement.

b. Placement

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

c. Documentation

Each teacher shall submit all documentation required by the Employer to establish salary placement. Such documentation shall be submitted within three (3) months of commencement of employment or change in categorization or certification. The teacher shall be responsible for advising the Employer, in writing, if delays which occur in obtaining the documentation necessitate an extension of the time limits.

d. Time limit extension

The Employer shall not refuse a request for extension of the time limits, provided that the delay is not the fault of the teacher.

2. CATEGORY

a. T.Q.S. Qualifications

Except as otherwise provided in this Agreement, the category placement of each teacher shall be in accordance with the teacher's qualifications as most recently determined by the Teacher Qualification Service. Verification is the responsibility of the teacher.

b. Letter of Permission

Persons holding a Letter of Permission (LP) shall be placed in a salary category which will provide a salary appropriate to their teaching function as determined by the Superintendent.

c. Category 2

Effective July 1, 1989 teachers who were holding Category 2(EB) and were capped at Category 3 (EA) Level 8 shall be paid on the scale of Category 4 experience Level 5. Progression beyond the level shall occur only when the teacher achieves T.Q.S. placement in Category 4. Effective July 1, 2006 employees currently in categories 2 and 3 will be placed in category 4 at their experience step.

d. Category 3

Effective July 1, 1989 teachers holding Category 3 shall be paid on Category 4 scale to a maximum of experience Level 7. Progression beyond experience level 7 shall occur only when the teacher achieves T.Q.S. placement in Category 4. Effective July 1, 2006 employees currently in categories 2 and 3 will be placed in category 4 at their experience step.

e. Salary Grid Placement Appeals

In the event that a teacher wishes to appeal his/her placement on the salary scale for experience, the teacher may apply in writing to the Superintendent for adjustment, with a copy to the Union President. The Superintendent shall make the appropriate placement decision. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, a grievance in accordance with this Agreement may be filed.

ARTICLE B.21 EXPERIENCE RECOGNITION

1. Submission of Proof

The submission to the Employer of proof of experience is the responsibility of the teacher.

2. Increment Date

An increment shall be awarded annually, to the category maximum, on September 1, January 1, or April 1, following the date on which the applicable experience accumulation is earned.

3. Criteria

The criteria in determining the number of years' experience applicable for salary purposes shall be as follows:

Full recognition to the category maximum for experience gained in:

a. Government funded and inspected schools in Canada, the British Commonwealth and the U.S.A. provided:

i. Yearly Minimum Requirement

a minimum of eight (8) months' full-time employment in one (1) year shall be required to constitute a full year's experience.

ii. Part-time Credits

a minimum assignment of 80% of full-time employment for ten (10) consecutive school months shall constitute a full year's experience. Such experience credit shall not be granted for experience gained prior to September 1, 1979.

iii. Part-time Credits (In District)

a minimum assignment of 40% of full-time in-district employment for ten (10) consecutive school months, shall constitute a full year's experience. Such experience credit shall not be granted for experience gained prior to July 1, 1993.

b. Experience credit will also be granted for:

i. Experience Subsequent to July 1, 1988

Any continuing or temporary appointment to the District subsequent to July 1, 1988. (i.e. less than B.21.3.a.i and B.21.3.a.ii (above)).

No teacher shall lose experience recognition as a result of the implementation of this clause.

ii. Experience-in-District Teacher On Call

Teachers on Call shall accumulate experience recognition for each day taught in District, effective July 1, 1991. Any Teacher on Call with more than five (5) consecutive days in the same Teacher on Call assignment subsequent to September 1, 1988 will receive credit towards experience for those days. One hundred sixty (160) days of full-time Teacher on Call employment or its equivalent, shall constitute a year's experience for increment purposes.

iii. Combination of Experience

Any combination of these experience credits must total ten (10) months or more to constitute a full year's experience.

4. Experience - University or College Employment

Professional employment as an employee of an accredited university or college faculty if the employee holds a valid teaching certificate and the total load is nine (9) hours or more a week for a full academic year.

5. Experience in Ministry of Education - British Columbia

Professional employment by the Ministry of Education of British Columbia while holding a valid teaching certificate.

6. Experience in OSTU and BCTF

Full-time service to the local Union or the BCTF shall carry full experience credit. Part-time service shall be credited as for part-time teaching.

7. Experience in Private and Other Schools

On application to the Superintendent a teacher may be granted experience credit for teaching in private schools in Canada or other schools or institutions not specified herein.

8. Related Experience

Teachers with experience outside teaching in a field or fields closely related to the main subjects of their courses may be credited with not more than three (3) years' experience in addition to those recognized for teaching experience, but in no case shall their salary

exceed the maximum of the category on which they are paid. The Superintendent shall evaluate such experience.

ARTICLE B.22 PART-TIME TEACHERS' PAY AND BENEFITS

1. Part-time teachers are those whose F.T.E. as set out in their letter of appointment, is less than one (1.0).
 - a. Part-time teachers shall be paid that portion of their regular scale placement as set out in their letter of appointment.
 - b. Sick leave provisions for part-time teachers shall be as set out in Article G.20.
 - c. Part-time teachers shall be eligible to participate in all benefit plans in accordance with Article B.11.
 - d. Part-time employees who are in attendance during the regular work year (D.22) outside of their regularly scheduled instructional assignment for parent/teacher conference days, shall be paid pro-rata based on the teacher's annual salary.

ARTICLE B.23 SUMMER SCHOOL PAYMENT

1. The Employer will pay certified teachers who teach summer school at the rate of 1/1000 of Category 5, Step 0, for each hour of instruction given by the teacher.

ARTICLE B.24 POSITIONS OF SPECIAL RESPONSIBILITY

1. When necessary, the Employer will create, in consultation with the OSTU, posts of special responsibility such as Department Heads, Curriculum Coordinators, Team Leaders (middle school), Head Teacher and Teacher-In-Charge. Positions will be posted as per Article E.22 (Posting and Filling) of this Agreement.
2. Duties of teachers appointed to these positions will be mutually agreed to by the OSTU and the Employer prior to the assignment. Current job descriptions are appended to and form part of this Agreement.
3. Any allowances are annual amounts which shall be paid in ten (10) equal monthly payments. Where the position is not occupied for a full year, the allowance shall be in proportion to the period in which the position is occupied.
4. When the work is split between more than one (1) teacher, the allowance shall be paid to the teachers in proportion to their workloads.
5. Any position not described in Article B.24.1 or any positions reclassified during the life of this Agreement shall be considered a new position.
6. The allowance for new positions shall be subject to negotiations between the Employer and the Union.

7. Effective July 1, 1991 schools will receive release time for curriculum management as follows:

Penticton Senior Secondary	240 F.T.E. T.O.C. days
Princess Margaret Junior Secondary	80 F.T.E. T.O.C. days
McNicoll Park Junior Secondary	80 F.T.E. T.O.C. days
Summerland Secondary	120 F.T.E. T.O.C. days

The above release time may be used for:

- a. Teacher on Call release days
- b. payment for work beyond the regular work year, and/or
- c. increased staffing for the school to provide release time for department heads.

The decision on the above allocations shall be made by a Department Heads' Committee which shall include all department heads and the administrative officer(s) of the school.

8. Department Heads will receive an annual allowance as follows:

Position	1-Jul-06	1-Jul-07	1-Jul-08	1-Jul-09	1-Jul-10
Department Head 1	\$1,833	\$1,879	\$1,925	\$1,974	\$2,013
Department Head 2	\$1,100	\$1,127	\$1,156	\$1,184	\$1,208

9. The position of Team Leader is equivalent to a Department Head 2.
10. Teacher-In-Charge and Head Teachers will receive an annual allowance as follows:

Position	1-Jul-06	1-Jul-07	1-Jul-08	1-Jul-09	1-Jul-10
Teacher-in-charge	\$366	\$375	\$384	\$394	\$402
Head Teacher	\$2,082	\$2,134	\$2,187	\$2,242	\$2,287

11. This article does not require the Employer to create posts of special responsibility nor to agree to split the workloads.

ARTICLE B.25 INDUSTRIAL FIRST AID CERTIFICATE

1. The Employer shall pay an allowance of one percent (1%) of PA Maximum per annum to a teacher or teachers holding a valid Industrial First Aid certificate and designated by the Employer as the first aid attendant in a school pursuant to the W.C.B. Regulations.
2. The Employer shall reimburse the applicable course fees for the renewal of the certificate, subject to successful completion of the course by such designated teacher. It will be the responsibility of the teacher to apply for this reimbursement and provide proof of payment and proof of successful completion of the course.
3. It is understood that the Employer may designate an employee other than a member of the bargaining unit.

ARTICLE B.26 PART MONTH PAYMENTS AND DEDUCTIONS

1. The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the teacher.
2. A teacher shall be paid 1/10 of current annual salary in respect of each month in which the teacher works all prescribed school days that month.
3. For purpose of the above clause, any prescribed day on which the employee is on authorized leave of absence with pay shall be deemed to be a day of work and deductions (if any) which are authorized by this Agreement (or statutes) in respect of such leave shall be made from the monthly salary required in that article.
4. 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 formula for that month's salary shall be calculated on a ratio of days worked over the number of working days in the month.

ARTICLE B.27 SALARY PROTECTION

1. No teacher currently on staff shall incur a reduction in basic salary because of the implementation of this Agreement.

SECTION C EMPLOYMENT RIGHTS

ARTICLE C.1 RESIGNATION

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

ARTICLE C.2 SENIORITY

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
2. Porting Seniority
 - a. Effective September 1, 2006 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to ten (10) years of seniority accumulated in other school districts in BC.
 - b. Seniority Verification Process
 - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
 - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
 - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3. Teacher-on-Call
 - a. Effective April 1, 2006, a teacher on call shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.b.
 - b. For the purpose of calculating seniority credit:
 - i. Service as a teacher on call shall be credited one (1) day for each day worked and one-half (1/2) day for each half-day worked;
 - ii. Nineteen (19) days worked shall be equivalent to one (1) month;

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

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

LOCAL PROVISIONS

- 7. Seniority (Definition)
 - a. In this Agreement, seniority means an employee's length of continuous full-time or part-time service on the current continuing teaching contract with the school District; the length shall be calculated from the date the individual teacher's contract comes into effect. Teachers who receive a continuing contract subsequent to a previous appointment shall be granted aggregate recognition of service for the purposes of this Article.
 - b. In addition to the provisions of C.2.7.a, the seniority for an employee on a continuing contract shall include:
 - i. Teacher on Call seniority accumulated pursuant to PCA Article C.2.3;
 - ii. Seniority accumulated on a temporary appointment pursuant to PCA Article C.2.4; and
 - iii. 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 employees is equal pursuant to C.2.7.a and C.2.7.b, the employee with the greatest aggregate service in previous employment with the Board on a temporary or continuing basis shall be deemed to have the greatest seniority.
 - d. When the seniority of two (2) or more employees is equal pursuant to C.2.7.c, the employee with the greatest aggregate length of recognized service in British

Columbia which has been recognized for salary purposes shall be deemed to have the greatest seniority.

- e. When the seniority of two (2) or more employees is equal pursuant to C.2.7.d, the employee with the greatest aggregate length of service recognized for salary purposes shall be deemed to have the greatest seniority.
- f. When the seniority of two (2) or more employees is equal pursuant to C.2.7.e, the employee with the earliest written acceptance of employment with the Board shall be deemed to have the greatest seniority.
- g. For the purposes of this Agreement, approved leaves of absence shall count toward continuous length of service with the Board.
- h. For the purposes of this Agreement, continuity of service shall not be broken by resignation for purposes of maternity leave followed by re-engagement within a two (2) year period.
- i. For the purposes of this Agreement, continuity of service shall be deemed not to have been broken by termination and re-engagement pursuant to this Agreement (Article C.20.4).

8. Seniority List

The Employer shall, by October 15 of each year, forward to the Union a list of all teachers employed by the Board in order of seniority calculated according to this Agreement setting out the length of seniority as of September 1 of that year.

LOCAL ARTICLES

ARTICLE C.20 LAYOFF, RECALL, SEVERANCE

- 1. Where the Board considers that for educational, organizational or budgetary reasons it is necessary to reduce the total number of teachers employed by the Board, it shall be done in accordance with the provisions of this Agreement. Nothing in this Agreement is intended to interfere with the Board's authority regarding suspension, dismissal or termination of teaching personnel pursuant to section 15 of the School Act.
 - a. Principle of Security
 - i. The Board and the Union recognize that increased length of professional employment with the Board entitles teachers who possess the necessary qualifications to increased security of teaching employment.
- 2. Procedures for Reducing Staff
 - a. When a reduction in the number of teachers employed is necessary, the teachers to be retained on staff shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.

- b. The Board shall give each teacher it intends to terminate pursuant to this Agreement at least 30 working days' notice in writing, such notice to be effective at the end of a school term, and to contain the reason for the termination. The Board shall concurrently forward a copy of such notice to the Union.
 - c. The terms "seniority" and "qualifications" shall be interpreted as defined in C.2.7 and C.20.3 respectively.
3. Qualifications (Definition)
- a. In this Article, "necessary qualifications" in respect of a teaching position means a reasonable expectation, based on the teacher certification, training, education and experience of a teacher that that teacher will be able to perform the duties of the position in an acceptable manner.
4. Teachers' Right of Re-Engagement;
- a. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this Article, first offer re-engagement to the teacher who has the most seniority among those terminated pursuant to this Article, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have right of re-engagement pursuant to this section.
 - i. If the position accepted is a temporary one, the teacher shall retain the right to re-engagement in a continuing appointment, for which the teacher is qualified, in accordance with this Agreement.
 - b. A teacher who is offered re-engagement pursuant to Article C.20.4.a shall inform the Board whether or not the offer is accepted within 48 hours of receipt of such offer.
 - c. The Board shall allow two (2) weeks from acceptance of an offer under Article C.20.4.b for the teacher to commence teaching duties; the Board and the teacher may mutually agree to extend this time limit. The Board may employ a temporary or Teacher on Call for the position until the teacher accepting the position is available.
 - d. A teacher's right to re-engagement under this section is lost if:
 - i. the teacher elects to receive severance pay under Article C.20.7;
 - ii. the teacher refuses to accept two (2) positions for which the teacher possesses the necessary qualifications, equal to or better than the previous percentage of full-time equivalent position held by the teacher;
 - iii. two (2) years elapse from the date of termination under this Article and the teacher has not been re-engaged;
 - iv. the teacher accepts continuing employment with another district;

- v. the teacher notifies in writing that he/she is no longer available;
- vi. the teacher fails to respond to a notice of re-engagement within ten days of the date the notice is mailed by a registered letter.

5. Sick Leave

A teacher recalled pursuant to this Agreement shall be entitled to all sick leave credit accumulated at the date of layoff.

6. Benefits

A teacher who retains right of re-engagement pursuant to Article C.20.4 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in the regular salary agreement by payment of the full costs of such benefits to the Board.

7. Severance Pay

- a. A teacher on continuing appointment who has one or more years of continuous employment and who is terminated, save and except a teacher who is terminated or dismissed pursuant to Section 15 of the School Act, may elect to receive severance pay up to two (2) years following date of termination.
- b. Severance pay shall be calculated at the rate of five percent (5%) of one (1) year's salary for each completed year of continuous service to a maximum of one (1) year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of the teacher's termination.
- c. A teacher who receives severance pay pursuant to this Agreement and who, notwithstanding Article C.20.4, is subsequently re-hired by the Board, shall retain any payment made under the terms of this section and in such case, for purposes only of Article C.20.7.b, the calculation of years of service shall commence with the date of such rehiring.

ARTICLE C.21 DISMISSAL AND DISCIPLINE FOR MISCONDUCT

- 1. The Board shall not dismiss, suspend or discipline any teacher bound by this Agreement except for just and reasonable cause.
- 2. Where a teacher is under investigation by the Employer for alleged cause, the teacher and the Union shall be notified of the fact immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation. Such notice shall be in writing and shall contain a statement as to the known particulars of the allegation(s). In any event the teacher and the Union shall be notified at the earliest reasonable time and before any action is taken by the Board, and the teacher shall be advised of the right to be accompanied by a representative of the Union at any meeting in connection with such investigation.
- 3. The Board shall not suspend (other than a suspension to which Section 15(4) and 15(5) of the School Act applies) or dismiss any teacher bound by this Agreement unless it has, prior to considering such action, held a meeting of the Board with the teacher entitled to be present, in respect of which:

- a. the teacher and the Union shall be given 72 hours notice of the meeting;
 - b. at the time such notice is given, the teacher and the Union shall be given a full and complete statement in writing of the grounds for the contemplated action and all documents that will be considered at the meeting;
 - c. the Union, on behalf of the teacher may file a written reply to the allegation prior to the meeting;
 - d. at such meeting the teacher shall be accompanied by a representative and/or advocate appointed by the Union and they shall be entitled to hear and to respond to all the evidence presented to the Board, to receive copies of all documents placed before the Board, and to ask questions of clarification, procedure, and/or information.
 - e. the decision of the Board shall be communicated in writing to the teacher and the Union and shall contain specific reasons for the decision.
4. The parties acknowledge that it is desirable to avoid damage being caused to a teacher's reputation by premature release of information regarding a matter which is or may be the subject of discipline or dismissal of the teacher, and therefore agree as follows:
- a. Neither party shall release to the media or the public information in respect of the suspension or dismissal of a teacher except as agreed by the parties or by joint release agreed upon by the parties, before an arbitration Board constituted to hear a grievance or the discipline or dismissal has issued its final award.
 - b. The foregoing shall not be construed as preventing the Board from disclosing the fact that discipline, suspension or dismissal of a teacher has occurred. The Union shall be notified of such disclosures.
5. Notwithstanding Section A.6.0 (Grievance Procedure) where a teacher has been dismissed, the Union shall have the option of referring a grievance regarding the dismissal directly to arbitration provided for in that article.
6. Discipline, suspension or dismissal shall not be set aside by an arbitrator on the basis of a technical irregularity or an error in procedure.

7. Where a teacher 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 procedures outlined herein, unless the right to this meeting is waived in writing by the Union or the teacher.
8. Prior to a teacher being suspended under Section 15(4) of the School Act, the Board will hold a meeting in accordance with the procedures outlined herein, unless the right of this meeting is waived in writing by the Union or the teacher.

ARTICLE C.22 PROCEDURES WHERE DISMISSAL BASED ON PERFORMANCE

1. The Board shall not dismiss a teacher pursuant to this Article except where the Board has received three (3) reports indicating that the work of the teacher and the learning situation in the class or classes of the teacher is less than satisfactory.
2. The reports shall be prepared in accordance with the process established in Section E.26 (Evaluation of Teachers) of this Agreement, and in accordance with the following conditions:
 - a. the reports shall have been issued in a period of not less than 12 or more than 24 months, not including any leave of absence granted under this Agreement;
 - b. the three (3) reports shall be written only by the Assistant Superintendent, designated District Administrative Officers or the supervising principal of the teacher. At least one of the reports shall be a report of the Superintendent of Schools or the Director of Instruction.
 - c. the reports shall be written independently of each other.
 - d. the reports shall be written by three different evaluators unless the teacher requests that a second report be written by the same evaluator as the first report.
3. Where a teacher receives his/her first or second less than satisfactory report, the teacher may:
 - a. request a transfer to a position which he/she feels will provide an optimum opportunity to show improvement, and such a request shall not be unreasonably denied; or
 - b. request and shall be granted leave of absence without pay on one occasion for up to one year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation shall be undertaken not less than three (3) months after the teacher has returned to teaching duties. The period of leave shall not count for purposes of Article C.22.2.a above.

4. Where the Board intends to dismiss a teacher on grounds of less than satisfactory teaching performance, it shall notify the teacher and the President of the Union of such intention and provide an opportunity for the teacher and her/his representative to meet with the Superintendent and the Board of School Trustees or the Superintendent and a committee of the Board of School Trustees within fourteen (14) days of such notice.
5. Notwithstanding article A.6.0 (Grievance Procedure), where a teacher has been dismissed pursuant to Section 15 (3) of the School Act, the Union shall have the option of referring a grievance regarding the dismissal directly to arbitration as provided for in that Article.

ARTICLE C.23 PART-TIME EMPLOYEES' EMPLOYMENT RIGHTS

1. Full-time to part-time appointments
 - a. A teacher with a continuing full-time appointment to the teaching staff of the District may without prejudice to his/her appointment request a part-time assignment in their position for a period of one year. The Employer shall not unreasonably refuse such a request.
 - b. At the end of the specified period, the teacher may request a continuation of that part-time assignment for no more than one additional year, which may be granted at the Superintendent's discretion.
 - c. At the end of the period of the part-time appointment, a teacher will have the option of:
 - i. reverting to his/her full-time continuing appointment or;
 - ii. having his/her continuing appointment adjusted to reflect the part-time assignment, or;
 - iii. in the case of continuing teachers in a job sharing situation, requesting on an annual basis an extension of the part-time assignment, but such decision(s) must have the approval of the Employer. Upon termination of the job sharing situation, the teachers shall revert to their former appointments.
2. Part-time to full-time appointments
 - a. A teacher with a continuing part-time appointment may without prejudice to that appointment request that it be increased in hours to a maximum full-time appointment for a specified period of time.
 - b. Teachers on part-time appointments may request a full-time continuing appointment, and shall have rights to such appointment as are contained in this Agreement.

ARTICLE C.24 TEMPORARY TEACHERS' EMPLOYMENT RIGHTS

1. The Employer shall appoint teachers on temporary contracts only in accordance with this Agreement.
2. A position which temporarily exists for more than two (2) consecutive years shall be deemed to be a continuing position.
3. Effective September 1, 1991, certified teachers on temporary appointment who have not received a less than satisfactory report shall receive a continuing contract upon meeting one of the following conditions:
 - a. Completion of twelve (12) consecutive teaching months. It is understood that an interruption in employment of ten (10) working days or less shall be deemed not to have broken the continuous nature of the consecutive teaching months, or
 - b. Reappointment to the teaching staff of the District and previous completion of ten (10) F.T.E. months of aggregate service within the last four (4) years. At least one of the assignments included in the aggregate total must have been four (4) continuous teaching months in duration.

Temporary contracts granted in accordance with C.25.9 shall count towards the calculation of teaching service in this article. However, a temporary contract granted under C.25.9 shall not entitle a teacher to conversion to a continuing contract.

4. Notwithstanding C.24.3 above, certified teachers on temporary contracts, who are replacing continuing contract teachers on Maternity Leave (Article G.35) only will be granted a continuing contract upon reappointment after completion of two (2) years of service.
5. The Board agrees to provide to the Union, no later than October 15 and February 15 in any school year, a list of teachers hired on temporary contracts including each teacher's aggregate length of service and a list of positions the employer considers temporarily existing or temporarily vacant.
6. If no position for which the teacher has the necessary qualification is available at the granting of the continuing contract in accordance with C.24.3 or C.24.4 the teacher shall be placed on the recall list for re-engagement according to Article C.20.4.

ARTICLE C.25 TEACHER ON CALL EMPLOYMENT RIGHTS

1. When classroom coverage is necessary for a teacher with instructional duties who is absent from school, a Teacher on Call shall be employed.
2. In emergency situations, where time is critical, a teacher may be required to perform the duties of a teacher who is absent or to supervise his/her students.
3. Teachers on Call shall be called for day-to-day services from a list maintained by the Employer.
4. This list shall identify:

- a. certified Teachers on Call
- b. non-certified teachers' replacements

Teachers on Call with the appropriate qualifications and experience shall be called in the order stated above.

5. The Teacher on Call list shall be established annually. Teachers on Call on the list as of June 30th will be surveyed as to their desire to remain on the list for the coming school year. New Teachers on Call will be added throughout the year with the approval of the Superintendent of Schools or designate. Teachers on Call shall not be removed from the Teacher on Call list by the Employer save for just and reasonable cause.
6. The Employer shall forward to the Union a copy of the Teacher on Call list as it is updated.
7. A Teacher on Call shall only be required to perform the tuition, instructional and supervisory duties of the teacher the Teacher on Call has been called to replace. Where no duties have been assigned for a portion of the day, other duties may be assigned by the Administrative Officer.
8. When a teacher's absence is known at the outset to extend beyond twenty (20) days, the fact that a temporary position is available will be made known to all Teachers on Call such that those interested in filling the position have the opportunity to apply and to be considered.
9. When an absence covered by a Teacher on Call through unforeseen circumstances extends to twenty (20) or more days, then a temporary contract shall be granted retroactively to the commencement of the assignment. However, a temporary contract granted under C.25.9 shall not entitle a teacher to conversion to a continuing contract under C.24.3.
10. Evaluation of Teachers on Call:
 - a. Certified Teachers on Call will be evaluated upon completion of 20 working days in the same assignment. Other certified Teachers on Call may request an evaluation.
 - b. The evaluation of Teachers on Call shall be conducted within the general framework of the District evaluation criteria.
 - c. Teachers on Call who have successfully completed the evaluation process shall be given priority consideration for assignments for which they are qualified.
 - d. Teachers on Call will be removed from the Teacher on Call list by the Superintendent of Schools or designate if standards of work performance and employment record are found to be less than satisfactory, and the Teacher on Call shall be so informed.
11. Teachers on Call shall be paid in ten (10) monthly installments. A mid-month advance will be paid five (5) working days following the 15th day of the month except for the month of December. The mid-month advance will be based on the net payroll calculated

on Teacher on Call earnings from the 1st day to the 15th day of each month. The five working days will be working days at the School Board Office.

The month-end payment will be made five (5) working days following the last day of the month.

SECTION D WORKING CONDITIONS

ARTICLE D.1 REMOVED BY LEGISLATION. INTENTIONALLY LEFT BLANK

ARTICLE D.2 REMOVED BY LEGISLATION. INTENTIONALLY LEFT BLANK

ARTICLE D.3 ALTERNATE SCHOOL CALENDAR

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

- v. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

ARTICLE D.4 PREPARATION TIME

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

[See Article D.21 Hours of Work for additional preparation time provisions]

ARTICLE D.5 MIDDLE SCHOOLS

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

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

[See Articles B.24.1, B.24.9, D.21.7 and D.23.4 for local middle school provisions.]

LOCAL ARTICLES

ARTICLE D.20 MAINSTREAMING/INTEGRATION

1. The School Board shall establish a system for the administration of medication and medical procedures.
2. Clear procedures shall be established for the carrying out of fire and earthquake drills that expedite the evacuation and care of handicapped children.
3. Board approved intercommunication devices shall be provided in rooms where emergency aid may be required.
4. The Board will defend, save harmless and indemnify any Union member from any demands, claims, suits, actions or other proceedings which may be brought against the Union member and which arise from the performance of the Union member's duties and responsibilities or while participating in extracurricular activities and for any costs, loss, damage and liability arising therefrom, including all legal fees and disbursements incurred in connection therewith, provided that this covenant does not apply in respect of any criminal acts committed by the Union member or in respect of any civil negligence

on the part of the Union member occurring outside the course and scope of the Union member's appointment.

5. The Board shall provide the opportunity for those Teachers on Call interested in receiving training which would enable them to serve in classrooms with special needs students, including Resource Rooms. This training will be offered prior to September 30 of the current school year and shall be done on the Teacher on Call's own time.

ARTICLE D.21 HOURS OF WORK

- 1 A teacher's weekly instructional assignment shall be defined as time during the instructional week devoted to teaching courses and lessons and shall include preparation time, time assigned to supervise curricular activities, class changes and recess, study periods and morning break.
- 2 There shall be no increase in the weekly instructional assignment of a full-time teacher during the term of this Agreement.
- 3 Each full time elementary teacher's weekly instructional hours, exclusive of noon intermission, shall not exceed twenty-five (25) hours.
- 4 A full-time elementary teacher's weekly instructional assignment shall include 90 minutes minutes per five-day week of non-instructional (preparation) time; divided into two (2) periods of forty-five (45) minutes each within each week.
- 5 Each full time secondary teacher's weekly instructional hours, exclusive of regular noon intermissions, shall not exceed twenty-seven and one-half (27 1/2) hours.
- 6 Full-time secondary teachers shall be entitled to preparation time to the minimum of twelve and one-half percent (12 1/2%) of their total timetable cycle.
7. Each full-time middle school teacher shall be entitled to one preparation period of forty-eight (48) minutes per time table cycle. Part time teachers shall receive preparation time prorated according to their teaching schedule.
- 8 In the event of a significant change in the present provisions of the School Act governing hours of instruction, and upon the request of either party, the Board and the Union shall meet and review this Article.
- 9 Part-time teachers shall receive preparation time pro-rated according to their teaching assignment.
- 10 When scheduling makes preparation time impractical for part-time teachers, their appointment shall be increased on a pro-rated basis to the equivalent of the preparation time.

ARTICLE D.22 REGULAR WORK YEAR FOR TEACHERS

1. The annual salary established for employees covered by this Agreement shall be payable in respect of the teacher's regular work year which shall not exceed one hundred ninety-five (195) days in session per school year. All days in session shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays and Sundays, statutory holidays, Christmas break and Spring break.
 - a. In school years when Labour Day occurs on the seventh (7th) of September and only in those years, the school year may, by agreement, commence in the first week of September or be extended into the last week of June.
2. The regular work year for the teacher shall include:
 - a. five (5) non-instructional days for professional development as follows:
 - i. two (2) District days;
 - ii. three (3) school based days.
3. The first day of Christmas break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1 unless January 1 is a Sunday, then school shall reopen Tuesday, January 3.
4. The first day of Spring break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March.
5. The last day of the school year will continue to be a day made available for necessary year-end administration. All students will be deemed to be in attendance on that day.
6. The Employer will make every reasonable effort to provide the equivalent of one day in session for parent/teacher interviews during the school year. All students will be deemed to be in attendance on that day.
7. Any work performed by employees covered by this Agreement beyond the teacher's regular work year shall be voluntary.
8. Where, at the request of the Superintendent or designate, a teacher agrees to work outside of the teacher's regular work year, the Superintendent or designate shall give the teacher paid time off during the school year at a mutually agreeable time, or failing such agreement, shall pay the teacher pro rata based on the teacher's annual salary.
9. Work Beyond The School Year - Expenses

If the work requested requires that the employee travel more than 20 km from their normal work site, they shall be reimbursed for actual expenses related to traveling costs, accommodation, meals and other expenses incurred to a maximum of the B.C.S.T.A. rates, upon submission of an expense voucher.

ARTICLE D.23 DURATION OF SCHOOL DAY

1. In an elementary school the duration of the school day shall not exceed six (6) hours inclusive of:
 - a. instructional time not to exceed five (5) hours of instructional time which shall be inclusive of fifteen (15) minutes of recess;
 - b. a regular lunch intermission.
2. In a secondary school the duration of the school day shall not exceed six (6) hours and thirty (30) minutes inclusive of:
 - a. five (5) hours and thirty (30) minutes of instructional time which shall be inclusive of time allotted for homeroom, students to change classes, breaks;
 - b. a regular lunch intermission.
3. Where practicable, part-time assignments in secondary schools shall be scheduled in consecutive teaching blocks.
4. Middle Schools shall be considered “secondary schools” with the following conditions:
 - a. the duration of the school day will not exceed 6 hours and 5 minutes inclusive of:
 - i. five hours and 20 minutes of instructional time which shall be inclusive of time allotted for homeroom, students to change classes, breaks; and
 - ii. a regular lunch intermission.

ARTICLE D.24 SUPERVISION DUTIES (NOON HOUR SUPERVISION)

1. Teachers shall not be required to perform noon-hour supervision.
2. Other supervision duties shall not be increased.

ARTICLE D.25 EXTRA-CURRICULAR ACTIVITIES

1. In this Agreement, extra-curricular activities include all those that are beyond the provincially prescribed and locally determined curricula of the District.
2. While the Union and the Employer agree that extra-curricular activities are an important aspect of school life, it is recognized that teachers participate in extra-curricular activities on a voluntary basis.
3. Involvement or non-involvement in extra-curricular activities shall not form any part of a position vacancy posting or the evaluation of a teacher.

4. While voluntarily involved in Board or Administrative Officer approved extra curricular activities, teachers shall be considered to be acting in the employ of the Board, for purposes of liability of the Board and coverage by the Board's insurance.

ARTICLE D.26 STAFF MEETINGS

1. The principal shall give seven (7) days' notice of regular staff meetings.
2. All staff members shall have the right to place items on the agenda of regular staff meetings. An agenda of items shall be given to teachers two (2) days prior to any regular staff meeting.
3. Written minutes of staff meetings shall be kept and circulated to all staff members.
4. Staff meetings shall be held only on prescribed school days as defined in this Agreement.
5. Except by agreement with the staff, meetings shall not be scheduled to commence more than one-half(1/2) hour prior to the beginning of classes nor to conclude later than two (2) hours after the dismissal of students.
6. There shall be a maximum of one (1) regular staff meeting per month.

ARTICLE D.27 HEALTH AND SAFETY

1. The Employer agrees to maintain a safe, hygienic, and healthy environment in the work place.
2. Classes should be conducted only in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic, safe and conducive to effective learning as determined by the school's Administrative Officer.
3. The Health and Safety Committee shall be maintained by the Employer as required by Worker's Compensation Board regulations. Minutes of these meetings shall be forwarded to the School Safety Captains.
4. A teacher shall not be disciplined or penalized for refusal to work in conditions that he/she reasonably believes are unsafe or where health is at risk.
5. Teachers have a duty to render assistance in an emergency but shall not be called on to administer medication to students on a regular predictable basis.

In exceptional circumstances where it is essential that students receive medication and there is no responsible person in the school other than the teacher who can administer the medication, the matter will be discussed and resolved in advance with the Union.

6. An adequate, accessible supply of disposable gloves and disinfectant shall be provided in each school for teachers required to deal with students' blood or other body fluids.

7. The examination of students for communicable diseases or infestations shall not be the responsibility of any teacher.
8. The Board shall develop an earthquake preparedness and earthquake education plan.

ARTICLE D.28 OSTU INVOLVEMENT IN DISTRICT BUDGET PROCESS

1. Each year during the preparation of the annual budget, the Union may present its views on budget matters to the Board of School Trustees or a committee of the Board of School Trustees.

ARTICLE D.29 BEGINNING TEACHERS

1. A beginning teacher is defined as a teacher who is teaching in their first ten (10) months since the attainment of their initial teaching certificate.
2. Wherever possible, special consideration shall be given to the assignments of beginning teachers.
3. A school based mentoring program shall be developed that is voluntary for both the teacher-mentor and the beginning teacher.

ARTICLE D.30 TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS

1. When new school construction or major school renovations are planned in a school district, the Board shall include a representative(s) of the Teacher's Union in the planning process.

ARTICLE D.31 HOME EDUCATION

1. Educational services that may be required for home education students, as defined in School Act Division 4 (12 & 13), regulation Section 3, shall normally be provided by members of the bargaining unit, but may be carried out by an Administrative Officer.
2. A teacher assigned responsibility for provision of educational services to a home schooled student shall normally be a teacher with District educational support responsibilities.
3. A teacher assigned responsibility for provision of any educational service to one or more home schooled students shall be given reasonable assignment time to enable him/her to provide such services.

ARTICLE D.32 BEGINNING PRIMARY

1. To facilitate the entry of P1 students, there shall be one-half (1/2) day release time for four (4) to seven (7) students, plus one-half (1/2) day for each additional four (4) students or portion thereof. This time is to be used for parent-teacher-child interviews and preparation.

2. Teachers of primary program, year one (1) students shall be entitled to implement a gradual entry program during the first two weeks.

SECTION E PERSONNEL PRACTICES

ARTICLE E.1 NON-SEXIST ENVIRONMENT

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

ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT

1. General

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

2. Definitions

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

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

3. Resolution Procedure

a. Step 1

- i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express his/her feelings about the situation.
- ii. Before proceeding to Step 2, the complainant may approach his/her administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to E.2.5 Informal Resolution Outcomes

b. Step 2

- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
- ii. The complaint should include specific behaviours which form the basis of the complaint and the definitions of sexual harassment/harassment which

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

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

c. Step 3

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

4. Remedies

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

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

5. Informal Resolution Outcomes

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

6. Training

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

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

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

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

LOCAL ARTICLES

ARTICLE E.20 APPOINTMENT TO THE TEACHING STAFF OF THE DISTRICT

1. All teachers appointed by the Board to the teaching staff of the District shall be appointed to a continuing contract of employment in accordance with this Agreement, except for:
 - a. Temporary contract appointments:
 - i. to replace, for a period not exceeding one school year, any position temporarily vacated due to the leave of absence of a continuing contract teacher, or
 - ii. to fill, for a period not exceeding the remainder of the regular work year, any position which has become vacant during the regular work year, due to the death, resignation, termination of the teacher or the vacancies caused by article E.21.6,
 - a. In the event a teacher on a continuing contract elects to fill a temporary position, that teacher's position may be filled on temporary appointment basis, or
 - b. to fill, for a period not exceeding the remainder of the regular work year, positions temporarily existing to meet the temporary needs of the District, due to enrollment bulges, specially funded project appointments or the vacancies caused by article C.23.1.c.iii (Part-time Employees Employment Rights), or
 - c. to a certified Teacher on Call, retroactively upon completion of a total of twenty (20) days or more in one assignment in accordance with Article C.25 (Teacher on Call Employment Rights) of this Agreement.

- iii. Teacher on Call appointments made in accordance with the provisions of this Agreement.

ARTICLE E.21 POSTING AND FILLING VACANT POSITIONS

1. In this article "vacancy" means an existing or newly created teaching position to which a continuing teacher is not appointed. All teachers in the District are eligible to apply for all vacancies.
2. All vacancies to take effect at the start of a school year and identified prior to June 30 shall be posted as soon as reasonably possible in all schools and Board Office and a copy sent to the OSTU Office. Vacancies of thirty (30) teaching days or greater identified after the start of a school year will also be posted and distributed as above.
3. Positions becoming vacant in July or August shall be posted in the Board Office with a copy to the OSTU.
4. All postings shall include the nature and location of the assignment position.
5. The filling of position vacancies shall proceed in the following order of priority:
 - a. Reassignment of continuing staff within the school including teachers with employment rights returning to the school from leave of absence, and teachers returning to the District from leaves of absence as specified in Articles A.20 and G.35. In the event that more than one teacher expresses a preference for a vacancy, the teacher with the greatest length of service shall have preference provided that, that teacher has the necessary qualifications.
 - b. Continuing teachers returning to the District from leave of absence, continuing teachers requesting a transfer or being transferred by the District. In the event that more than one teacher expresses a preference for a vacancy, the teacher with the greatest length of service shall have preference provided that, that teacher has the necessary qualifications.
 - c. Teachers entitled to recall as per the Seniority, Lay-off, Recall, Severance Article of this Agreement.
 - d. Part-time continuing teachers requesting an increase in teaching assignment.
 - e. Temporary teachers.
 - f. Teachers on Call and other applicants.
6. If a posted position requires filling during the school year and the successful applicant is a teacher currently employed by the Board in another full-time assignment, or in a part-time assignment which may conflict with the scheduled assignment of the position to be filled, the position will be filled according to the following:
 - a. The successful applicant shall fill the position immediately or at the conclusion of the next natural break in the school year or at the beginning of the next school year by mutual agreement between the successful applicant and the Board;

- b. If the successful applicant is to fill the position at the beginning of the next school year then the position shall be re-posted and filled on an interim basis as a temporary appointment for the intervening period. If the intervening period is less than three (3) months, the position may be filled without re-posting. For the purpose of this Article, 'next natural break' means the Christmas break, spring break or term or semester change.
7. The teacher appointed to a position shall be the teacher who has the necessary qualifications for that position.

"Necessary qualifications" are defined as recent related academic training or experience and the special skills and abilities necessary to assume the duties and responsibilities of the available position. Determination of qualifications may include examination of written reports and references. Qualifications for a position will be defined in the posting for the vacancy.
8. The parties agree that the selection and assignment of teachers is the responsibility of the Board, subject to the provisions of this Agreement.

ARTICLE E.22 OFFER OF APPOINTMENT TO THE DISTRICT

1. A verbal offer of appointment to the District and the terms of such offer of appointment shall be made by the Superintendent or Director of Instruction directly to the person.
2. The Board shall confirm an offer of appointment to the District, in writing, by electronic mail or by telegram within 48 hours.
3. An offer of appointment to the District shall be deemed to have been accepted when the written acceptance has been hand delivered or sent by electronic mail or telegram to the Board within 48 hours of the written offer.
4. An offer of appointment to the District shall be deemed to have been rejected when a teacher has declined the offer or failed to respond as per E.22.3.

ARTICLE E.23 EMPLOYER INITIATED TRANSFERS

1. Transfers shall not be initiated by the Employer for arbitrary or capricious reasons.
2. When a transfer is to be initiated for reasons of declining enrollment, the transfer shall be effected in reverse order of District seniority of teachers in that school, unless a more senior teacher agrees to be transferred, provided that the teachers retained on the active teaching staff of the school possess the necessary qualifications for the positions available.
3. An Employer official intending to recommend a transfer of a teacher shall meet with and inform the teacher of the nature of the proposed transfer and the reasons for it, at least fourteen (14) days prior to the recommendation being placed before the Board. The teacher shall have the right to be accompanied by a member of the Union.

4. The teacher shall have the opportunity to consider the matter and reply within seven (7) days and may request a meeting with the Superintendent or designate to discuss the matter.

At or subsequent to such a meeting, the Employer and the teacher shall consult and determine the in-service required, if any, to adequately prepare for the proposed transfer. The teacher shall have the right to be accompanied by a member of the Union.

5. Transfers initiated by the Employer shall be completed no later than May 15 in a school year for the next school year, except in exceptional circumstances.
6. Transfers initiated by the Employer during the school year as a consequence of changes in student enrollment shall not be subject to the time limits contained in Articles E.23.3 and E.23.4 above.
7. If other circumstances not reasonably known to the Employer necessitate transfers during the school year, the Employer and the Union will discuss the time limits governing such transfers.
8. Where the Employer initiates a transfer and where the assignment is different than the current assignment, the Employer shall provide teacher support and in-service.
9. Any teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for three (3) school years.
10. A teacher who is transferred for reasons of projected enrollment decline shall have the option to return forthwith, to the position from which he/she was transferred, in the event that the projected decline did not actually materialize by the end of the second week of the start of the school year. After receiving the offer the teacher shall have forty eight (48) hours to exercise the option to return or he/she shall forfeit the right to return.

ARTICLE E.24 TEACHER INITIATED TRANSFERS

1. The Union and the Employer endorse the concept that voluntary transfers are one method by which teachers experience professional growth.
2. Teachers may apply for transfer to any vacant position advertised in a position vacancy notice at the time it is posted. Alternately, teachers may apply for a general transfer by request in writing to the Superintendent by March 31. The Employer agrees to inform teachers of deadlines in this clause by March 1 of each school year by written notice posted on staff bulletin boards. In unanticipated circumstances, transfer requests will be received at other times in the school year.
3. The filling of vacancies pursuant to this article shall proceed in accordance with Section E.21 of this Agreement.
4. As many transfers as possible shall be finalized prior to June 15 of the school year.
5. If the request for transfer is fulfilled, the teacher shall be notified in writing as soon as possible.

6. Teachers with unmet transfer requests will be advised in writing and may, within seven days (7) of notification, request a meeting with the Superintendent or designate to discuss the reasons for the denial of the transfer. The teacher may be accompanied at such meeting by a member of the Union.

7. Intra-District Exchange:

In addition to the above, continuing contract teachers mutually agreeing to exchange positions for one school year shall apply to the Superintendent by April 30. Such exchanges shall be subject to the approval of the Superintendent or designate. The decision on Intra-District Exchanges (E.24.7) shall be made by May 31 of each year. Such exchanges (E.24.7) shall be for one year unless extended by mutual agreement of the teachers involved and the Superintendent. Where mutual agreement is not reached, the teachers shall revert to their former positions. Applications for extension must be received by March 31.

ARTICLE E.25 TEACHING ASSIGNMENTS

1. Timetabling and preparing teacher assignments shall be based on: the number of course preparations and subject areas involved; staff qualifications, training and experience; teacher preferences; the number of classroom locations; and the balance among staff assignments. The teaching staff shall be consulted concerning timetable constraints and scheduling options prior to assignments being finalized. Wherever possible, special consideration shall be given to the assignments of beginning teachers.
2. The Staff Committee may make recommendations regarding timetabling and teacher assignments.
3. A staff meeting shall be held prior to May 30 for the purpose of discussing the proposed timetable and staff assignments for the following school year.
4. If a change in assignment is made, the teacher will be notified as soon as it is known.
5. A teacher who objects to the assignment in the school may request a meeting with the Superintendent or designate, and/or Administrative Officer to discuss the assignment. The teacher may be accompanied by a member of the OSTU.

ARTICLE E.26 EVALUATION OF TEACHERS

1. All reports on the work of a teacher shall be in writing.
2. At least two (2) weeks before commencing the evaluation process, the evaluator shall meet with the teacher and discuss the purposes of the evaluation, the approximate time span, the schedule of observations, and clarify and review the criteria to be used.
3. The criteria to be used are attached to and form part of this Collective Agreement. (See Appendix G).

4. Not less than three (3) nor more than six (6) formal classroom observations which reflect the teacher's assignment shall be conducted in completing the reporting process. Observations outside of these limits are subject to the approval of the Union.
5. Periods chosen for observation shall reflect the teacher's assignment and the teacher shall have the opportunity to select two (2) of the observation times.
6. Following each formal observation, the evaluator shall discuss with the teacher his/her observations and impressions. Such observations and impressions shall further be provided to the teacher in the form of a written anecdotal statement within five (5) working days of the observation.
7. Reports shall be prepared by the Superintendent, Assistant Superintendent or Administrative Officers.
8. The content of a teaching report shall be a specific, objective description of the work of a teacher and the learning situation in the teacher's class, based on the criteria attached to this Agreement. The content of a Teacher Evaluation Report shall be based on the personal observations on the work of the teacher and the learning situation in the teacher's class by the evaluator. In the evaluation of teachers in specialized assignments the evaluator may consult with a resource person as permitted by Section 20(3) of the School Act.
9. The report shall reflect those aspects of the teaching and learning situation which can reasonably be expected to be within the teacher's responsibility and control.
10. The teacher shall be given a draft copy of a report at least 72 hours prior to preparation of the final copy. He/she shall have the opportunity of meeting with the evaluator in the company of another member of the Union to discuss, and if appropriate, propose changes to the draft.
11. Any written report that is satisfactory and that identifies weaknesses shall include constructive suggestions for improvements. The teacher shall be jointly involved in the development of any necessary plan of assistance.
12. In each case of a less than satisfactory report, except in the case of a final less than satisfactory report, the District, in consultation with the teacher, shall develop a plan of assistance. The teacher has the right to be accompanied by a member of the Union. The plan of assistance shall be substantially completed before another report is completed.
13. The final report shall be filed in the teacher's personnel file at the School Board office. A copy shall be given to the teacher at the time of filing.
14. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report.
15. The report will include the teacher's main area of assignment and shall comment on all instructional areas observed. Should the report not cover all areas of the assignment and/or there is a discrepancy between the teacher's assignment and his/her expertise or professional training, such will be noted in the report should the teacher so request.

16. Involvement or non-involvement in extra curricular activities, participation in OSTU. or BCTF activities or matters not directly related to teaching duties are outside the scope of evaluating and reporting.

ARTICLE E.27 NO DISCRIMINATION

1. The parties subscribe to the provisions and principles of the Human Rights Code of British Columbia, and, without limiting the generality of the foregoing, agree that there shall be no discrimination against any teacher for reasons unrelated to the proper performance of his/her teaching duties and responsibilities, or because he/she is participating in the activities of the Union, carrying out duties as a representative of the Union, or involved in any procedure to interpret or enforce the provisions of the Collective Agreement.
2. The Board will not condone or tolerate any written or verbal expression of sexism or racism.

ARTICLE E.28 PERSONNEL FILES

1. There shall be only one personnel file for each teacher, maintained at the District office. Any file relating to a teacher kept at a school shall be forwarded to the District office when the teacher leaves that school.
2. After receiving a written request from a teacher, the Superintendent or designate, in respect of the District file, or the principal or designate of the school, in respect of any school file, shall, as soon as practicable, grant access to that teacher's file.
3. An appropriate employer official shall be present when a teacher reviews his/her file, and the teacher may be accompanied by an individual of his/her choosing.
4. The employer agrees that only factual material and materials relevant to the employment of the teacher shall be maintained in personnel files.
5. Upon written request, material critical of the employee (other than evaluation reports) or in the nature of a reprimand may be removed. If not removed, a teacher may attach a statement to the material indicating the nature of the disagreement with the non-removal. Factual errors or omissions shall be corrected upon receipt of a teacher's written request. The file shall not contain unsigned letters of complaint.
6. Upon the teacher's request, material critical of the teacher, other than material relating to danger or harm to pupils, and formal evaluations, shall be removed from the teacher's file after the expiration of two (2) years, provided that no further material of that nature has been subsequently filed.
7. Information relating to a teacher kept at a school by an administrative officer shall be subject to the guidelines above. In this case the administrative officer shall act as the Superintendent's designate. When the teacher or incumbent administrative officer resigns, transfers or retires, the information in the file will be retained, amalgamated with the District office file, or destroyed.

ARTICLE E.29 SCHOOL ACT APPEALS

1. The Union and the Board recognize that from time to time disagreements may arise between teachers and parents/guardians and/or students. The Union and the Board also recognizes that these disagreements are usually best handled at the teacher/parent/guardian and/or teacher/student level.
2. The Board shall refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first informed or discussed the decision with the teacher(s) who made the decision.
3. Where a student and/or parents/guardian files an appeal under the School Act (Section 11) and/or Board By-Law of a decision of a teacher covered by this Agreement:
 - a. the teacher and the Union shall immediately be notified of the appeal and shall be entitled to receive all documents relating to the appeal;
 - b. the teacher shall be entitled to attend any meeting with the Board or its representatives in connection with the appeal where the appellant is present and shall have the right to representation by the Union;
 - c. The teacher shall have the opportunity to provide a written reply to any allegations contained in the appeal.
4. No decision or By-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Agreement, or deprive the teacher of any right, benefit or process otherwise provided by law.

ARTICLE E.30 FALSELY ACCUSED EMPLOYEE ASSISTANCE

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising his/her duties as an employee of the Board, and
 - a. an investigation by the Board has concluded that the accusation is false, or
 - b. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false;
2. The teacher shall be entitled to the following assistance from the Board, which shall be for the purpose of expediting the return to his/her full time teaching duties;
 - a. to provide the Teacher and the Teacher's family all reasonable specialist counselling and/or medical assistance to deal with negative effects of the allegation, beyond the Employee Assistance Program (EAP), as agreed by the Superintendent and the President of the OSTU.
 - b. short term (less than three (3) months) leave of absence with pay.
 - c. first priority for transfer to any vacant teaching position requested by the teacher for which he/she possesses the necessary qualifications.

- d. where requested by the teacher, provision of factual information to parents by the Board.
3. Where a teacher has been suspended pursuant to section 15, (4 or 7) of the School Act the teacher shall be reinstated with full back pay providing the teacher is acquitted of the charges and any additional investigation by the Board concludes that the teacher has not been guilty of any wrongdoing.

SECTION F PROFESSIONAL RIGHTS

LOCAL ARTICLES

ARTICLE F.1 PROFESSIONAL DEVELOPMENT FUNDING AND CONTROL

1. The Employer shall pay two hundred fifty dollars (\$250.00) per teacher and the OSTU shall pay sixty two dollars and fifty cents (\$62.50) per teacher to establish a fund for the purpose of professional development. The fund shall be controlled and administered by the District Professional Development Funding Committee.
 - a. The Employer shall pay six thousand four hundred dollars (\$6,400.00) into a fund for Teachers on Call. The fund shall be controlled and administered by the District Professional Development Committee.
2. The District Professional Development Funding Committee shall be chaired by the Union's professional development chairperson, who shall have voting rights.
3. The District Professional Development Funding Committee shall be comprised as follows:
 - a. three (3) representatives of the Union in addition to the professional development chairperson;
 - b. three (3) representatives of the District.
4. The Professional Development Fund will not be required to finance curriculum implementation in the District.
5. The District Professional Development Committee shall plan and organize district-wide professional development activities and shall carry out other professional development activities as directed by the Professional Development Funding Committee. This committee shall be comprised as follows:
 - a. the OSTU Pro-D chairperson who shall chair the committee;
 - b. one (1) teacher representative from each school;
 - c. one (1) representative of administrative officers;
 - d. the Superintendent or designate;
 - e. one (1) representative of the Board.
6. The Employer shall provide ten (10) Teacher on Call days to the District Professional Development Committee to plan and organize professional development activities.
7. The School Professional Development Committee shall include an Administrative Officer of the school.

ARTICLE F.2 DAYS FOR PROFESSIONAL DEVELOPMENT

1. There shall be a minimum of five (5) professional development days allocated for professional development activities, three (3) of which shall be school-based professional development days.
2. Professional Development days shall be considered as instructional days for salary purposes.
3. The Board shall approve such professional development day(s) activities as are sanctioned by the District Professional Development Committee or in the case of the school-based day(s) by the School Professional Development Committee. An outline of the planned activities shall be submitted to the District Professional Development Committee by the School Professional Development Committee at least one (1) month in advance of school-based professional days.

ARTICLE F.3 CURRICULUM IMPLEMENTATION

1. The composition of the existing Curriculum Development Advisory Committee (C.D.A.C.) shall be six (6) representatives from the Employer, six (6) representatives from the Union, and two (2) parent representatives as selected by the Parent Advisory Committees (P.A.C.). The committee shall elect its chairperson.
2. The purpose of this committee shall be to advise the Employer and the Association regarding matters concerning the implementation of either provincial or local new curricula, including recommendations on terms of reference for other implementation committees. The committee is entitled to receive, on request, status reports from other committees necessary for implementation purposes.
3. The committee shall meet, at a mutually agreeable time at the request of either party, to discuss and make recommendations for the implementation of the new curricula.
4. Funding and time for curriculum implementation shall be provided by the Employer.
5. The committee shall receive full information on Ministry funding for curriculum implementation and change.

ARTICLE F.4 SCHOOL ASSESSMENTS/ACCREDITATION

1. The primary objective of the school accreditation/assessment process is the improvement of learning outcomes for students. The means of achieving this objective is by school self-assessment to recognize school strengths in serving students and the identification and development of a school growth plan to address areas requiring development and improvements.
2. The school shall receive full information on Ministry funding/resources available for school assessment/accreditation and follow-up activities.

3. Prior to undertaking a school assessment/accreditation program, the school administration and staff shall advise the Board of desirable resources and the method of implementing the assessment/accreditation.
4. It is acknowledged that an internal and external accreditation/assessment requires increased clerical time and release time for teachers in order to minimize the disruption to instruction. The Employer shall provide such time in accordance with the Ministry service levels and funding.
5. The external assessment/accreditation team's report shall be provided to the school staff concerned, the Board, and when appropriate the Ministry of Education.
7. Ministry funds targeted for follow-up activities in a school shall only be used for those purposes.

ARTICLE F.5 PROFESSIONAL AUTONOMY

1. Within the bounds of effective educational practice, prescribed provincial and local curricula and programs, and school instructional goals that have been collegially determined, teachers shall have individual professional autonomy in determining the methods of instruction and the planning and presentation of course materials in the classes of pupils to which they are assigned.

SECTION G LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE

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

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

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

ARTICLE G.2 COMPASSIONATE CARE LEAVE

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

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

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

[See G.22 Compassionate Leave for short-term, compassionate leaves of up to five days.]

LOCAL ARTICLES

ARTICLE G.20 SICK LEAVE

1. Sick leave with pay is earned on the basis of one and one-half (1.5) days for each month in which the teacher has taught in the service of the Employer. Teachers on part-time appointments will accrue sick leave on a proportionate basis to their appointment.
2. Any days during which the teacher has been absent with full pay for reasons of illness, injury or unavoidable quarantine shall be charged against sick leave accumulated by the teacher. A teacher on an approved unpaid leave or on layoff from the Employer shall not have access to or accumulate sick leave for the period of such absence, but shall retain his/her cumulative allowance, if any existing, at the time of such leave or layoff.
3. The maximum number of days of sick leave allowed with full pay in any one school year shall not exceed one hundred and twenty (120).
4. Each teacher shall receive by October 31 an annual statement of his/her accumulated sick leave as of June 30.

5. In each year, fifteen (15) days of sick leave shall be advanced to each teacher at the beginning of the school year. Teachers commencing employment with the Employer during the year shall then have available to them the pro rata portion of sick leave benefits which would accrue to them for the balance of the school year. Where the Employer is unable to collect any outstanding balance as provided for above, the Union will join with the Employer and undertake a course of action as appropriate to recover any outstanding amount from the teacher.
6. A teacher may be required to provide an acceptable medical certificate in relation to any absence due to illness or injury.
7. Sick leave accumulated and unused prior to June 30, 1988 shall be carried forward on behalf of each teacher.

[See also Article G.1 Portability of Sick Leave.]

ARTICLE G.21 WORKERS' COMPENSATION BOARD - LEAVE WITH PAY

1. An employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and his regular salary, to a maximum of six (6) months, in the following manner:
 - a. the Employer shall be reimbursed by the W.C.B. for the compensation amount;
 - b. the employee shall receive his/her regular salary to a maximum of six (6) months;
 - c. the employee's T-4 statement shall reflect the amount of W.C.B. earnings; provided, however that such employee shall not be entitled to use his/her sick leave credits for the time lost during the said six (6) month period by reason of any such disability.
2. After six (6) months the Board will deduct from the accumulated sick leave of a teacher or amount proportional to the difference between the compensation payment and the teacher's full salary.
3. In neither of the above sections shall the income of the teacher exceed that received had the teacher been at work.

ARTICLE G.22 COMPASSIONATE LEAVE

1. Where a teacher makes written application on the Employer form for compassionate leave because of critical illness within the teachers' immediate family as defined in the Bereavement Leave section, leave with pay shall be granted to a maximum of five (5) days annually. The teacher may be required to produce a certificate from a duly qualified medical practitioner as proof of such illness in his or her family. In cases of emergency the leave form may be submitted retroactively.

[See also Article G.2 Compassionate Care Leave for long term compassionate leave.]

ARTICLE G.23 BEREAVEMENT LEAVE

1. A teacher shall be granted up to three (3) days leave of absence with pay in the case of the death of a parent, spouse, child, sibling, mother-in-law, father-in-law, grandparent or grandchild, sister-in-law, brother-in-law. An additional two (2) days leave of absence with pay shall be granted for travel and estate matters.
2. A teacher shall be granted one (1) day leave with pay to attend the funeral of any relative not listed above.

ARTICLE G.24 FUNERAL LEAVE

1. A teacher shall be granted up to one-half (1/2) day leave with pay to act as a pallbearer at a funeral.

ARTICLE G.25 JURY DUTY/COURT APPEARANCE

1. The Employer shall grant leave of absence with pay to any teacher summoned to serve on a jury or when subpoenaed as a witness in criminal or civil proceedings. A teacher on such leave shall pay over to the Employer any sums received for jury duty or witness fees, exclusive of traveling costs or meal allowances.
2. Leave of absence to appear in one's own defense or in appearances created by the teacher's private affairs shall be granted without pay.
3. A teacher who attends court ceremonies to become a Canadian Citizen shall be granted one (1) day's leave with pay for that purpose.

ARTICLE G.26 COMMUNITY SERVICE

1. Community service shall include services as a member of a municipal council or board, hospital board, regional district board, regional college board, or quasi-government organization. Leave with pay to a maximum of five (5) days per year and without pay to a maximum of ten (10) days per year, shall be granted to attend meetings of such bodies during school hours. A member of a municipal council shall be granted up to an additional five (5) days leave with pay per year. Cost of a Teacher on Call, where required shall be borne by the teacher when leave with pay is granted.

ARTICLE G.27 POLITICAL LEAVE

1. When a teacher is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, he/she shall be given leave of absence without pay, during the election campaign. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, he/she shall be granted an unpaid leave of absence for the first term of office. Leave for each subsequent term of office must be applied for in writing and must be approved by the District.

2. The return from such leave of absence shall begin at the start of the school year in September or at the resumption of school following the Christmas break following proper notice, or at a date reached by mutual consent.

ARTICLE G.28 LEAVE FOR OUTSIDE ASSIGNMENT

1. Teachers accepting assignments with the Department of National Defense, External Affairs, C.I.D.A., or similar organizations, teachers appointed as teaching associates at British Columbia universities, or teachers on exchange programmes with other provinces or countries, may be granted leave of absence without pay for up to two (2) years on the following bases:
 - a. four (4) years prior satisfactory service within the District shall be required;
 - b. requests for leave must be received at least three (3) teaching months prior to the expected commencement of leave;
 - c. notification of the teacher's intention to return shall be required at least three (3) months prior to the expected return;
 - d. upon return to the District, the teacher may be assigned to any position within the District;
 - e. the number of teachers allowed leave under this policy at any one time shall be limited to two (2).

ARTICLE G.29 PERSONAL LEAVE

1. After seven (7) years of continuous service in the District, the Board may consider a request for a one (1) year leave of absence, which will not be renewable. Requests for such leave, without pay, will be considered on the following bases:
 - a. the requested leave period is one (1) academic year;
 - b. written notice of at least three (3) teaching months is given;
 - c. upon return to the District, the employee may be assigned to any position within the District;
 - d. a teacher shall only be allowed leave under this provision once every five (5) years.
2. The request for leave shall not unreasonably be denied.

ARTICLE G.30 EDUCATIONAL LEAVE WITHOUT PAY

1. Leave of absence without pay may be granted for the purpose of further educational studies or other professional development on the following basis:

- a. such leave shall be not less than four (4) months or more than two (2) years in length;
 - b. three (3) years prior satisfactory service within the District shall be required;
 - c. requests for leave must be received at least three (3) teaching months prior to the expected commencement of leave.
2. Documentary support of the applicant's intentions must be provided to the Superintendent of Schools upon application for leave under this section.
3. Notification of the teacher's intention to return shall be required at least three (3) months prior to the expected return.
4. Upon return to the District, the employee may be assigned to any position within the District, and is expected to remain a District employee for a period of at least two (2) years.
5. The number of teachers allowed leave under this Article, at any one time, will be determined by the Board.

ARTICLE G.31 EDUCATIONAL LEAVE WITH PAY

1. Leave of absence with pay may be granted for the purpose of further educational studies or other professional development (pursuant to the School Act) on the following bases:
 - a. work to be undertaken should be at the post-graduate level;
 - b. courses must be of practical value to the School District;
 - c. three (3) years prior satisfactory service within the School District shall be required;
 - d. documentary support of the applicant's intentions must be provided to the Superintendent of Schools upon application for leave under this section;
 - e. such requests will be considered on an individual merit basis.
2. Educational conferences and/or Courses

Leave of absence with pay may be granted for attendance at educational conferences and/or courses. All requests for such leave must be forwarded to the Superintendent.

ARTICLE G.32 ACADEMIC LEAVE

1. A teacher shall be granted one (1) day per year with pay to write a university examination in a subject related to his/her teaching field or professional development.
2. A teacher shall be granted up to two (2) days with pay to attend convocation to receive an academic degree.

3. A teacher may request up to two (2) days to give an address on educational matters or to otherwise assist in the presentation of workshops or conferences.

ARTICLE G.33 SPECIAL CIRCUMSTANCES LEAVE

1. A teacher shall be granted four (4) days leave of absence with pay, per school year, for personal reasons, family illness or emergency situations. The teacher shall be billed 1/240 of annual salary, at Category 4, step 0, for each day of leave.

ARTICLE G.34 HOLIDAY EXTENSION LEAVE

1. No leave will be granted for holiday extension purposes except upon the recommendation of the Superintendent of Schools where the applicant's service to the District merits special consideration. In no case shall any such extension exceed two (2) days.
 - a. At least thirty (30) days' notice shall be required.
 - b. The Superintendent must be satisfied that the educational need can be adequately met.
 - c. A salary deduction of 1/200th of the employee's annual salary shall be made for each day of leave.
 - d. Such leaves shall be referred to the School Board for approval.

For the purpose of this Article, "holiday" is defined by reference to article D.22 (Regular Work Year for Teachers) of this Collective Agreement, i.e., at the beginning or end of Christmas vacation; at the beginning or end of Spring Break; and at the end of June.

ARTICLE G.35 MATERNITY LEAVE

1. A pregnant teacher shall be granted upon request, a leave of absence without pay to a maximum of two (2) years.
2. For the purposes of this Article, natural term breaks shall be considered to be the commencement of the school year, the commencement of school after the Christmas recess, and the commencement of school after the Spring Break.
3. Short-term Maternity Leave
 - a. The term of a short-term maternity leave shall be:
 - i. as provided for in Part 7 of the Employment Standards Act (1980), or;
 - ii. for a stated period of time not to exceed one (1) year provided that any commencement or return date beyond the statutory time limits shall coincide with natural term breaks.
 - b. A teacher on short-term maternity leave shall receive experience recognition for the duration of the leave.
 - c. For those benefits capable of being maintained, a teacher on short-term maternity leave may, upon prepayment of the employee portion of premiums, by post-dated cheques, have her benefits maintained by the Employer for the duration of the leave.
4. Extended Maternity Leave
 - a. Extended Maternity Leave is leave beyond the term of short-term maternity leave.
 - b. The term of extended maternity leave shall not exceed one year and the commencement and return dates shall coincide with natural term breaks.
 - c. A teacher on extended maternity leave shall not receive experience recognition for the duration of the extended maternity leave.
 - d. For those benefits capable of being maintained, a teacher on extended maternity leave may upon prepayment of the total premiums, by post-dated cheques, have her benefits maintained by the Employer for the duration of the leave.
5. A teacher who has requested and has been granted short-term or short-term plus extended maternity leave of less duration than the limits established in paragraphs G.35.3 and G.35.4 above, may by application to the Superintendent or designate request an extension to the return date. Such requests must comply with the limits and return date provisions set forth above, and shall not be unreasonably denied.

6. Early return and emergency situations
 - a. In the case of an incomplete pregnancy, death of the child, or should a teacher's personal circumstances change, an application for return to duty at a date earlier than that previously agreed will be considered by the Employer. Every effort will be made to comply with such requests.
 - b. A teacher intending to make an early return to duty shall submit a written application and, where applicable, a medical certificate.
7. A teacher returning to duty following a short-term or extended maternity leave shall be reassigned to:
 - a. the same position in the same school, or if the position does not exist;
 - b. a comparable position in the same school, commensurate with the teacher's experience and qualifications, or if there is no such position available;
 - c. a comparable position in the District.

ARTICLE G.36 ADOPTION LEAVE

1. A teacher (or teachers, if both are employed by the Board) shall be granted leave with pay for one (1) day for purposes of adoption of a child. An additional two (2) days leave with pay for mandatory interviews and/or traveling time shall be granted to adoptive parents.
2. Unpaid leave equivalent to the maternity leave provisions of the Agreement shall be granted in the case of adoption.

ARTICLE G.37 MATERNITY (SUB PLAN)

1. When a pregnant teacher takes the maternity leave to which she is entitled pursuant to the Employment Standards Act, the Board shall pay the teacher:
 - a. ninety-five percent (95%) of the teacher's current salary for the first two (2) weeks of the leave, and, where the teacher is eligible to receive EI maternity benefits;
 - b. the difference between seventy per cent (70%) of the teacher's current salary and her weekly rate of EI. benefits, for a further fifteen (15) weeks.
 - i. Prior to payments provided under the Maternity SUB Plan being made to an employee, the employee must have applied for and be in receipt of EI benefits except if the employee is serving the two (2) week waiting period.
 - ii. Employees have no vested right to payments under the Plan except to payments during a period of unemployment specified in the Plan.

- iii. 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 the Plan.
2. The Employer agrees to enter into the Supplementary Employment Benefit (SUB) Plan agreement required by the Employment Insurance Act in respect of such maternity payment.

ARTICLE G.38 PATERNITY LEAVE

1. A teacher shall be granted necessary time to take his partner to hospital, to return her home from hospital and/or to attend the birth of his child. Leave granted with pay for such purposes shall not exceed one (1) day, but may be taken in two (2) half-days.

ARTICLE G.39 PARENTAL LEAVE

1. A parental leave (inclusive of adoption) leave shall be granted upon request;
 - a. as provided for in Part 7 of the Employment Standards Act, or;
 - b. for a stated period of time beyond G.39.1.a so that the return to duty will coincide with the natural term break occurring next following the completion of statutory time limits. Natural term breaks shall be defined as provided for in G.35.2. The teacher shall be granted the same benefits, experience recognition and return to duty provisions of the Maternity Leave (G.35) clause.

ARTICLE G.40 PARENTHOOD LEAVE

1. A teacher with a dependent child shall be granted a Parenthood Leave of absence without pay for a stated period of time as requested by the teacher to a maximum of two (2) years.
2. Unless exceptional circumstances exist, Parenthood Leave shall only commence at the start of the school year, at the start of school following the Christmas recess, or at the start of school following the Spring Break.
3. Unless exceptional circumstances exist, applications shall be submitted no less than three (3) months prior to the requested commencement date of the leave.
4. Parenthood Leave shall be granted to either parent if both parents are teaching employees of the Board.
5. A further Parenthood Leave shall only be available to a teacher if they return for at least one (1) year of teaching following a Parenthood Leave.

ARTICLE G.41 DEFERRED SALARY LEAVE PLAN

1. The Employer agrees to administer a mutually acceptable Deferred Salary Leave Plan.

SIGNATURES

Signed at Penticton, British Columbia, this _____ day of _____, 2009.

Frank Regehr, Secretary-Treasurer
School District No. 67 (Okanagan Skaha)

Terrence Green, President
Okanagan Skaha Teachers' Union

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

Irene Lanzinger, President
British Columbia Teachers' Federation

APPENDICES

APPENDIX A ASSOCIATED PROFESSIONALS

The parties agree that in the event of additional employees being included in the unit as certified by the Industrial Relations Council, the following conditions shall apply:

1. Within one (1) month of the variance in certification being granted, the parties shall commence collective bargaining in good faith to reach agreement on terms and conditions of employment established in this Agreement which shall apply to the Associated Professionals.
2. In the event that the parties are unable to conclude agreement on these matters within one (1) month of the commencement of collective bargaining, or such longer period as may be mutually agreed, the outstanding matters shall be referred to binding arbitration for final and conclusive settlement.

APPENDIX B DUTIES DEPARTMENT HEAD - LEVEL I

The role of the Department Head is to ensure a departmental philosophy consistent with a school's philosophy by assuming the following responsibilities under the supervision of the school's administration.

1. Implementing and co-ordinating curricula
2. Assessing new resources
3. Reviewing new curriculum changes
4. Monitoring School, District, provincial examinations and their results
5. Preparing summaries for student reporting procedures consistent with department practices
6. Ensuring that all grade 12 examinable courses are taught with due concern for the provincial and scholarship examination specifications
7. Assisting with collegial coaching
8. Assisting administration in determining appropriate resources
9. Advising administration concerning timetable organization for the department
10. Liaising with other departments within the school and other schools regarding programme information
11. Involvement in the hiring of and orientation of new staff to the department
12. Providing department members and the administration with agendas and minutes of department meetings
13. Preparing periodic reports as requested by the school's administration

APPENDIX C DUTIES DEPARTMENT HEAD - LEVEL II & MIDDLE SCHOOL TEAM LEADER

The role of the Team Leader and Department Head is to ensure a departmental philosophy consistent with a school's philosophy by assuming the following responsibilities under the supervision of the school's administration.

1. Implementing and coordinating curricula
2. Assessing new resources
3. Reviewing new curricula changes
4. Monitoring School, District, provincial examinations and their results
5. Preparing summaries for student reporting procedures consistent with department practices
6. Assisting with collegial coaching
7. Assisting administration in determining appropriate resources
8. Advising administration concerning timetable organization for the department
9. Liaising with other departments within the school and other schools regarding programme information
10. Involvement in the hiring of and orientation of new staff to the department
11. Providing department members and the administration with agendas and minutes of department meetings
12. Preparing periodic reports as requested by the school's administration.

[See B.24]

APPENDIX D CURRICULUM COORDINATOR

A curriculum coordinator is viewed as a teacher with future administrative aspirations. As a result, a curriculum coordinator will seek to acquire as much administrative experience as possible while functioning in this role. He/she will be expected to understudy and to work in close cooperation with the Administrative Officer in all major areas of the school's operation.

Responsibilities

A curriculum coordinator shall:

1. be available by mutual agreement with the Administrative Officer after school closing in June and before school opening in September to assist with matters of curriculum, administration and organization. Article D.22 (Regular Work Year for Teachers) will apply;
2. assume responsibility for the coordination of up to three curriculum areas of instruction;
3. provide assistance to the Administrative Officer in the following areas;
 - (a) coordinate the use of textbooks and physical education equipment,
 - (b) coordinate the athletic program,
 - (c) assist new staff members, student teachers and Teachers on Call in adopting school curriculum,
 - (d) contribute to curriculum responsibilities that may arise because of day-to-day operation of the school,
 - (e) coordinate the special events within the school;
4. assume administrative responsibilities for the proper functioning of the school in the absence of the Administrative Officer subject to the terms and conditions of this Collective Agreement and exclusive of supervisory evaluative duties with respect to other teachers;
5. following consultation with the staff committee assume other duties as agreed upon by the Curriculum Coordinator and the Administrative Officer.

APPENDIX E HEAD TEACHER

1. The Board may appoint a Head Teacher to any facility that is considered separate from the main school facility.
2. The Board will post the position under Section E.21 of the Collective Agreement.
3. The head teacher is directly responsible to the principal by:
 - 3.1 assisting the principal to ensure the provision of adequate materials and supplies, the effective use of the facilities and the safety of students in the separate facility;
 - 3.2 maintaining effective contact with parents and the general public;
 - 3.3 maintaining such records and forms as are required by the principal/or the School District including but not limited to, pupil registration and attendance records, and teacher absence records.
4. The Head Teacher shall not be responsible for supervisory or evaluative duties with respect to other teachers.
5. While acting as Head Teacher, the teacher is covered by all terms and conditions of the Collective Agreement.

APPENDIX F TEACHER-IN-CHARGE

1. At the start of each school year, the Board will post in each school, under Article E.21 (Posting and Filling Vacant Positions) of the Collective Agreement, the position of teacher-in-charge. From the applicants in each school, the Board shall appoint a teacher-in-charge on an annual basis, except in schools which have a curriculum coordinator. Under special circumstances a teacher-in-charge may be appointed for a period of less than one year but not for less than one month.
2. In the event that the Administrative Officer(s) is/are absent from the school premises, the teacher-in-charge may be requested to assume some of the day-to-day routine duties and emergent situations that are normally performed by the Administrative Officer(s).
3. The teacher-in-charge shall not be responsible for supervisory or evaluative duties with respect to other teachers.
4. A Teacher on Call shall be provided for the teacher-in-charge with the Teacher on Call time being reflective of the administration time of the absent Administrative Officer. If it is known in advance that the Administrative Officer will be absent for one-half (1/2) day or more, a Teacher on Call shall be provided at the discretion of the teacher-in-charge.
5. The base rate for a teacher-in-charge is for ten (10) accumulated F.T.E. days. After ten (10) accumulated days of acting as teacher-in-charge, the teacher-in-charge shall receive an allowance. Effective July 1, 2006 that daily allowance will be \$31.37. Effective July 1, 2007 that daily allowance will be \$32.15. Effective July 1, 2008 that daily allowance will be \$32.95. Effective July 1, 2009 that daily allowance will be \$33.78. Effective July 1, 2010 that daily allowance will be \$34.45. This accumulation does not apply to a teacher-in-charge appointed on less than an annual basis. A teacher-in-charge appointed on a monthly basis will be paid the daily allowance for each full day following the first day as teacher-in-charge in that month.
6. In a school where absences of the Administrative Officer(s) continue for more than five (5) consecutive school days and an Administrative Officer is not assigned to the school, the teacher-in-charge will assume all administrative duties, excluding only formal evaluation of instruction and personnel.
7. While acting as teacher-in-charge, the teacher is covered by all terms and conditions of the Collective Agreement.

APPENDIX G CRITERIA FOR EVALUATING TEACHERS

I MANAGEMENT

The teacher practices management suitable to the immediate educational objectives and the learning environment of the school.

A. Student-Classroom Management

1. Encourages students to assume responsibility for their own actions.
2. Establishes consistent routines and clear expectations for student conduct appropriate to the activity.
3. Develops an appropriate teaching/learning situation.
4. Fosters excellence and provides an opportunity for student displays.
5. Creates a physical setting that contributes to learning.

B. RECORD KEEPING AND STUDENT ACHIEVEMENT

1. Establishes a variety of procedures for assessing student performance and communicates these procedures clearly to students, parents and other personnel.
2. Utilizes the results of student performance assessments to plan for future instruction.
3. Interprets the results of student assessments.
4. Identifies the reasons students have or have not met instructional objectives.
5. Maintains appropriate, accurate records of student achievement, attendance, and other necessary data, and reports effectively to parents.
6. Respects the confidentiality (restricted nature) of information concerning students.

C. CONTROL OF TEACHING/LEARNING SITUATIONS

1. Practices and maintains classroom management suitable to the educational objectives and learning environment.
2. Maintains an effective classroom environment by appropriate management of those factors within the teacher's control.

II INSTRUCTION

A. CURRICULUM

1. Endeavours to maintain current knowledge of his/her teaching assignment.

2. Endeavours to remain current in knowledge of appropriate developments and trends in the teaching assignment being taught.
3. Makes appropriate judgments in selecting materials to suit curricula needs of the students.
4. Develops long and short-term objectives which provide a variety of learning experiences.
5. Plans and endeavours to provide for individual differences among students.

B. SKILLS

1. Encourages students to learn.
2. Uses various techniques and strategies to promote learning.
3. Uses relevant classroom displays to promote learning.
4. Asks questions which promote thinking skills.
5. Involves students in experiences and activities designed to develop and stimulate thought.
6. Creates assignments which utilize, reinforce or expand upon the content of the lesson.
7. Monitors individual understanding.
8. Provides opportunities for questioning, speculation, and originality.
9. Plans with clear objectives, communicates objectives to the pupils, and assesses outcomes in terms of the intended purposes.

III PROFESSIONAL RELATIONS

1. Attempts to establish and maintain a mutual respect between the teacher and students.
2. Develops positive rapport with students.
3. Promotes positive relationships with and among students.
4. Encourages students to assume responsibility for their own actions, to practice self-discipline, and to develop a positive self-concept.
5. Demonstrates consistency, respect, and firmness in dealing with students.
6. Maintains individually and cooperatively a high standard of professional conduct with pupils, colleagues and parents.
7. Displays tact when dealing with students and parents.

8. Maintains contact with parents and is accessible to them.

LETTERS OF UNDERSTANDING/INTENT

LETTER OF INTENT No. 1

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Formalization of Middle School Provisions

[Not applicable in S.D. #67 (Okanagan Skaha)]

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.

<p style="text-align: center;">Appendix 1 PROVINCIAL MATTERS</p>
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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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1. Term and Renegotiation
 - 1.71 *Negotiations - Provision for Re-Opening During Term, Re-Opening Agreement During Present Term of Contract*
 - 1.99 *Bridging, Strikes, Term of Agreement, Renewal of Agreement*
 - 3.29 *Retroactivity*
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 - 3.18 *Legislative Change*
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 - 3.28 *Recognition of Union*
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 - 3.49 *Membership Requirements*
5. Exclusions from the Bargaining Unit
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6. No Contracting Out
 - 1.32 *Contracting Out, Job Security*
7. Local/BCTF Dues Deduction
 - 3.48 *Dues Deduction - BCTF and Association, College Fees*
8. President's /Officer Release
 - 1.61 *President's/Officer Release, Other Officers*
9. Management Rights
 - 3.21 *Management Rights / Responsibilities*
10. Pro-D Chairperson Release
 - 1.79 *Coordinators of Professional Development - Leave & 1.10 - Role into 10*
11. Release for Local, BCTF, CTF, College of Teachers and Education International Business
 - 1.65 *Leave - Union Business, BCTF, CTF, COT; Long Term*
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12. Leave for Contract Negotiations

- 1.57 *Contract Negotiations Leave*
- 13. Staff Representatives
 - 3.51 *Representatives, School Staff*
 - 3.52 *Chief Delegates, Union Staff Representatives, Representation,*
- Due Process Right to Representation**
- 14. Right to Representation
 - 3.52 *Chief Delegates, Union Staff Representatives, Representation, Due Process Right to Representation*
 - 1.37 *Suspension, Dismissal and Discipline*
- 15. School Staff Committees
 - 3.22 *Committee-School Staff, District Committees*
- 16. Access to Information
 - 4.40 *Access to Information*
- 17. Staff Orientation
 - 1.72 *Orientation, Teacher, Employee*
- 18. Copy of Agreement
 - 1.26 *Copy of Collective Agreement*
- 19. Grievance Procedure
 - 3.2 *Arbitration (sometimes included with grievance procedure)*
 - 3.11 *Grievance Procedure - Board Policy*
 - 3.12 *Grievance Procedure, Dispute Resolution, Natural Justice; Appeal Process for Teachers; Personnel Practices and Due Process*
- 20. Expedited Arbitration
 - 3.7 *Expedited - Arbitration*
- 21. Troubleshooter
 - 3.13 *Grievance - Troubleshooter*

Section B — Salary and Economic Benefits

- 1. Placement on Scale
 - 1.75 *Salary Review,*
 - 1.38 *Bonus for Education Courses, Reimbursement for Non-Credit Courses*
 - 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*
 - 3.45 *Error in Salary - Adjustments*
- 2. Category Addition
- 3. Category Elimination
- 4. Experience Recognition
 - a. 1.40 *Recognition of Experience - Salary Purposes*

Special Placement

5. Salary Scale
6. Trade, Technical and Work Experience
7. Increment Date
1.43 Salary - Increments, Withholding, Dates of Extra Increments for Long Service
8. Part-time Employees' Pay and Benefits
1.82 Part Time Teachers' Sick Leave and Benefits, Employment Rights -Part Time Teachers
9. Teachers' on Call Pay and Benefits
1.94 Salary and Sick Leave of Substitute Teachers -Benefits
10. Summer School and Night School Payment
1.86 Counsellors Working Outside School Calendar, Night School Payments, Salary - Payment for Additional Days; Not Regular School Days
11. Associated Professionals
1.23 Speech Pathologists, Associated Professionals, Other Non-Teaching Employees
12. Positions of Special Responsibility
1.89 Salary - Posts of Special Responsibilities - Teachers in Charge, Curriculum Inservice Fund, Coordinators' Allowance, Dept. Heads and Posts of Special Responsibilities, Salary and Appointments
13. Teacher in Charge
1.2 Acting Administrators (Filling Temporarily Vacant Position)
1.89 Salary - Posts of Special Responsibilities - Teachers in Charge, Curriculum Inservice Fund, Coordinators' Allowance, Dept. Heads and Posts of Special Responsibilities, Salary and Appointments
14. Automobile/Travel Allowance
2.1 Automobile Expenses
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15. First Aid Allowance
1.41 First Aid, First Aid Allowances, Training
16. Isolation Allowance
2.6 Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.
17. Moving/Relocation Allowance
2.6 Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.
18. One Room School Allowance
2.6 Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.
19. *1.96 Classroom Supply Allowance (Compensation for Funds Spent by Teachers on Class)*

- 20. Housing Assistance
 - 2.5 *Housing*
- 21. Part Month Payments and Deductions
 - 1.87 *Part Month Payments and Deductions - Schedule*
- 22. No Cuts in Salary and Benefits
 - 1.69 *No Cuts in Salary*
- 23. Pay Periods
 - 1.88 *Pay Periods, Salary Payday Schedule*
- 24. Payment For Work Beyond Regular Work Year
 - 1.86 *Counsellors Working Outside School Calendar, Night School Payments/Summer School Payments, Salary-Payment for Additional Days; Not Regular School Days*
- 24. Board Payment of College Fees
 - 1.5 *College Fees, Employer Payment*
- 25. General Benefits
 - 1.10 *General Information, Benefits*
 - 3.36 *Benefits - Management Committee*
- 26. Benefits - Coverage
 - 1.6 *Coverage - Benefits*
 - 1.7 *Dental*
 - 1.9 *Extended Health*
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 - 1.12 *Long Term Disability*
 - 1.14 *MSP, Benefits*
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 - 1.20 *Vision Care*
 - 1.24 *Clothing Allowance; Uniforms / Coveralls*
 - 2.7 *Medical Leave - Preauthorized Travel for Medical Services Leave*
- 27. Death Benefits
 - 1.8 *Death*
- 28. Unemployment Insurance/SIF Rebate
 - 3.3 *Benefits - UIC (all rebates)*
- 29. Continuation of Benefits
 - 1.13 *Benefits - Payment for During Leave*
 - 1.17 *Salary Indemnity, Salary Continuance, Long Term Disability*
- 30. Retirement Bonuses
 - 1.15 *Pension, Retirement, Superannuation*
 - 1.16 *Retirement Incentive Benefits*
 - 1.22 *Bonus for Long Service*
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 - 2.8 *Wellness Programs*
- 31. Employee and Family Assistance Program
 - 2.3 *EAP/EFAP*

- 32. Personal Property Insurance
 - 1.102 *Loss of Personal Effects, Theft, Vandalism*
- 33. Group RRSP
 - 3.38 *Benefits - RRSP*

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

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

- 1.104 *Year Round Schools*
 - 3.46 *Reports (Teacher) on Students*
 - 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*
 - 1.73 *Conference Days - Parent Teacher*
 - 3.50 *Closure of Schools for Health or Safety Reasons*
4. Duration of School Day
 - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
 - 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*
 5. Supervision Duties
 - 1.97 *Duty Free Lunch Hour, Noon Hour Supervision, Supervision Duties*
 6. Availability of Teacher on Call
 - 1.95 *Availability of Substitute Teachers and Hiring Practices*
 7. Teacher on Call Working Conditions
 - 3.30 *Substitute Teacher Working Conditions*
 8. Mentor/Beginning Teacher Program
 - 1.4 *Student Teachers, Beginning Teachers, Mentorship Program*
 - 1.72 *Orientation, Teacher, Employee*
 9. Child Care for Work Beyond Regular Hours
 - 1.35 *Day Care; Child Care*
 10. Home Education
 - 1.42 *Home Education, Suspended Students, Hospital/Homebound Teachers*
 11. Itinerant Teachers
 - 1.36 *Definition of Teachers, Itinerant Teachers*
 12. Space and Facilities
 - 1.110 *space and facilities*
 13. Non-traditional Worksites
 - 1.3 *Adult Education, Storefront Schools, Satellite School Programs*
 14. Correspondence Courses
 - 1.33 *Correspondence School*
 15. Technological Change
 - 3.31 *Adjustment Plan - Board Introduced Change; Technological Change; Library Resource Automation*
 16. Hearing and Medical Checks
 - 1.105 *Medical Examinations, Tests, Screening for TB; Medical Tests - Hearing*
 17. Services to Teachers
 - 1.107 *School Services to Teachers, Like Translation*
 18. Inner City Schools
 - 2.9 *Use of Inner City School Funds*

Section E — Personnel Practices

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

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

Section F — Professional Rights

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

Section G — Leaves of Absence

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

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

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

May 31, 1995 - Provincial

Appendix 2

LOCAL MATTERS

Appendix 2 – Local Matters

Housekeeping - Form

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

Section A — The Collective Bargaining Relationship

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

Section B — Salary and Economic Benefits

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

Section D — Working Conditions

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

Section E — Personnel Practices

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

Section F — Professional Rights

1. Professional Development Committee (NOTE: See also Addendum C)

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

Section G — Leaves of Absence

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

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

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

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

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

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

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

"Alice McQuade"
President
BC Teachers' Federation

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

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

Professional Development

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

Professional Development:

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

For BCTF:
“R. Worley”

For BCPSEA:
“K. Halliday”

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

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

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

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

Dated this 7th of October, 1997.

British Columbia Teachers’ Federation

British Columbia Public School Employers’
Association

“R. Worley”

“K. Halliday”

LETTER OF UNDERSTANDING NO. 2

Between:

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

And:

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

Re: Approved list of arbitrators for:

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

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

John Kinzie
Judi Korbin
Robert Pekeles

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

Dated: August 14, 2007

Originals signed by:

Irene Lanzinger
Griffiths
For the BCTF

Jacque
For the BCPSEA

LETTER OF UNDERSTANDING No. 3. a

Between

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

And

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

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

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

[Not applicable in S.D. #67 (Okanagan Skaha)]

LETTER OF UNDERSTANDING No. 3.b

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

[Not applicable in S.D. #67 (Okanagan Skaha)]

LETTER OF UNDERSTANDING No. 4

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

Re: Early Incentive Payment

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: One Time Payment to Teacher Inflation Adjustment Account

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 6

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

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

Original signed by:

Brian Kennelly
BCTF Co-Chief Negotiator

Jacquie Griffiths
BCPSEA Chief Negotiator

Suzie Mah
BCTF Co-Chief Negotiator

LETTER OF UNDERSTANDING No. 7

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Articles Housekeeping Committee

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 8

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Rehabilitation Committee

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Benefits Review Committee

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 11

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

Re: 2008 Salary Harmonization

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

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

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

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

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

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

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacque 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. Effective July 1, 2008, each full-time equivalent employee in the school districts above to receive a recruitment allowance of \$2,200 upon commencing employment. Each part time employee to receive a recruitment allowance pro-rated to her/his full-time equivalent position.

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

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

Original Signed by:

Jacquie Griffiths
BC Public Employers' Association

Jim Iker
BC Teachers' Federation

January 14, 2008

January 21, 2008

LETTER OF UNDERSTANDING No. 16

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Original Signed by:

Jacquie Griffiths
BC Public Employers' Association

March 12, 2008

Irene Lanzinger
BC Teachers' Federation

March 13, 2008