

WORKING DOCUMENT
1998 - 2001
LOCAL COLLECTIVE AGREEMENT

- BETWEEN -

BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 67
OKANAGAN SKAHA/

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
(The "Employer")

AND

OKANAGAN SKAHA TEACHERS' UNION/

BRITISH COLUMBIA TEACHERS' FEDERATION
(The "Local")

Effective July 1, 1998 to June 30, 2001

Please note: This document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between BCTF and BCPSEA under the Public Education Labour Relations Act, as those terms and conditions are applicable to this school district. In the event of dispute, the original source documents would be applicable.

TABLE OF CONTENTS

TABLE OF CONTENTS	2
PREAMBLE	5
SECTION A: THE COLLECTIVE BARGAINING RELATIONSHIP	6
A.1.0 TERM, CONTINUATION AND RENEGOTIATION [P.C.–A.1]	6
A.2.0 RECOGNITION OF THE UNION [P.C.–A.2]	6
A.3.0 MEMBERSHIP REQUIREMENT [P.C.–A.3]	7
A.4.0 LOCAL AND BCTF DUES DEDUCTION [P.C.–A.4]	7
A.5.0 COMMITTEE MEMBERSHIP [P.C.–A.5]	8
A.6.0 GRIEVANCE PROCEDURE [P.C.–A.6]	8
A.7.0 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS [P.C.–A.7]	12
A.8.0 PRESIDENT'S LEAVE TERMS OSTU	12
A.9.0 RELEASE TIME FOR LOCAL, BCTF AND CTF BUSINESS OSTU	13
A.10.0 COLLEGE OF TEACHERS OSTU	14
A.11.0 LEAVE FOR CONTRACT NEGOTIATIONS OSTU	14
A.12.0 SCHOOL STAFF REPRESENTATIVES OSTU	15
A.13.0 ACCESS TO WORKSITE LM/OSTU	15
A.14.0 USE OF SCHOOL FACILITIES LM/OSTU	15
A.15.0 BULLETIN BOARDS LM/OSTU	15
A.16.0 INTERNAL MAIL LM/OSTU	15
A.17.0 SCHOOL STAFF COMMITTEES OSTU	16
A.18.0 RIGHT TO REPRESENTATION OSTU	16
A.19.0 ACCESS TO INFORMATION LM/OSTU	16
A.20.0 COPY OF AGREEMENT OSTU	17
A.21.0 PICKET LINE PROTECTION LM/OSTU	17
A.22.0 CONTRACTING OUT OSTU	17
A.23.0 EXPEDITED ARBITRATION OSTU	18
A.24.0 EXCLUSIONS FROM THE BARGAINING UNIT OSTU	19
A.25.0 MANAGEMENT RIGHTS OSTU	20
A.26.0 TEACHERS' ASSISTANTS LM/OSTU	20
A.27.0 LEGISLATIVE CHANGE OSTU	21
SECTION B: SALARY AND ECONOMIC BENEFITS	22
B.1.0 GRID	22
B.2.0 TEACHER ON CALL PAY AND BENEFITS [P.C.–B.2]	23
B.3.0 EI REBATE [P.C.–B.4]	24
B.4.0 REGISTERED RETIREMENT SAVINGS PLAN [P.C.–B.5]	24
B.5.0 INITIAL PLACEMENT OSTU	26
B.6.0 EXPERIENCE RECOGNITION OSTU	27
B.7.0 PART-TIME TEACHERS' PAY AND BENEFITS OSTU	30
B.8.0 SUMMER SCHOOL PAYMENT OSTU	30
B.9.0 ASSOCIATED PROFESSIONALS – LETTER OF UNDERSTANDING – SEE APPENDIX A OSTU [REPLACED BY MCM OF AUGUST 21, 2000, PAGE 92]	30
B.10.0 POSITIONS OF SPECIAL RESPONSIBILITY OSTU	30
B.11.0 MILEAGE ALLOWANCE OSTU	32
B.12.0 INDUSTRIAL FIRST AID CERTIFICATE OSTU	32
B.13.0 PART MONTH PAYMENTS AND DEDUCTIONS OSTU	32
B.14.0 SALARY PROTECTION OSTU	33
B.15.0 PAY PERIODS OSTU	33
B.16.0 GENERAL BENEFITS OSTU	33
B.17.0 BENEFITS COVERAGE OSTU	34
B.18.0 EMPLOYEE ASSISTANCE PLAN OSTU	35
B.19.0 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS OSTU	35
B.20.0 BENEFIT PLAN INFORMATION AND CHANGES OSTU	35

B.21.0	MAINTENANCE OF BENEFITS DURING OSTU	36
B.22.0	DEATH BENEFITS OSTU	36
SECTION C: EMPLOYMENT RIGHTS		37
C.1.0	RESIGNATION [P.C.–C.1]	37
C.2.0	DISMISSAL AND DISCIPLINE FOR MISCONDUCT OSTU	37
C.3.0	PROCEDURES WHERE DISMISSAL BASED ON PERFORMANCE OSTU	38
C.4.0	PART-TIME EMPLOYEES' EMPLOYMENT RIGHTS OSTU	39
C.5.0	TEMPORARY TEACHERS' EMPLOYMENT RIGHTS OSTU	40
C.6.0	TEACHER ON CALL EMPLOYMENT RIGHTS OSTU	41
C.7.0	SENIORITY, LAYOFF, RECALL, SEVERANCE OSTU	44
SECTION D: WORKING AND LEARNING CONDITIONS		48
D.1.0	STAFFING FORMULA – NON-ENROLLING/ENGLISH AS A SECOND LANGUAGE TEACHERS [P.C.–D.1]	48
D.2.0	CLASS SIZE/TEACHER WORKLOAD OSTU	52
D.3.0	MAINSTREAMING/INTEGRATION OSTU	57
D.4.0	HOURS OF WORK (PREPARATIONS AND PLANNING) OSTU	59
D.5.0	REGULAR WORK YEAR FOR TEACHERS OSTU	60
D.6.0	DURATION OF SCHOOL DAY OSTU	61
D.7.0	SUPERVISION DUTIES (NOON HOUR SUPERVISION) OSTU	62
D.8.0	EXTRA-CURRICULAR ACTIVITIES LM/OSTU	62
D.9.0	STAFF MEETINGS LM/OSTU	63
D.10.0	HEALTH AND SAFETY LM/OSTU	63
D.11.0	OSTU INVOLVEMENT IN DISTRICT BUDGET PROCESS LM/OSTU	64
D.12.0	BEGINNING TEACHERS OSTU	64
D.13.0	TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS LM/OSTU	64
D.14.0	HOME EDUCATION OSTU	64
D.15.0	BEGINNING PRIMARY OSTU	65
SECTION E: PERSONNEL PRACTICES		66
E.1.0	NON-SEXIST ENVIRONMENT [P.C.–E.1]	66
E.2.0	HARASSMENT/SEXUAL HARASSMENT [P.C.–E.2]	66
E.3.0	APPOINTMENT TO THE TEACHING STAFF OF THE DISTRICT OSTU	71
E.4.0	POSTING AND FILLING VACANT POSITIONS OSTU	72
E.5.0	OFFER OF APPOINTMENT TO THE DISTRICT OSTU	73
E.6.0	EMPLOYER INITIATED TRANSFERS OSTU	73
E.7.0	TEACHER INITIATED TRANSFERS OSTU	74
E.8.0	TEACHING ASSIGNMENTS OSTU	75
E.9.0	EVALUATION OF TEACHERS OSTU	76
E.10.0	NO DISCRIMINATION LM/OSTU	77
E.11.0	PERSONNEL FILES LM/OSTU	77
E.12.0	SCHOOL ACT APPEALS LM/OSTU	78
E.13.0	FALSELY ACCUSED EMPLOYEE ASSISTANCE OSTU	79
SECTION F: PROFESSIONAL DEVELOPMENT		80
F.1.0	PROFESSIONAL DEVELOPMENT FUNDING AND CONTROL LM/OSTU	80
F.2.0	DAYS FOR PROFESSIONAL DEVELOPMENT OSTU	81
F.3.0	CURRICULUM IMPLEMENTATION OSTU	81
F.4.0	SCHOOL ASSESSMENTS/ACCREDITATION OSTU	81
F.5.0	PROFESSIONAL AUTONOMY OSTU	82
SECTION G: LEAVES OF ABSENCE		83
G.1.0	SICK LEAVE OSTU	83
G.2.0	WORKERS' COMPENSATION BOARD - LEAVE WITH PAY OSTU	83
G.3.0	COMPASSIONATE LEAVE OSTU	84
G.4.0	BEREAVEMENT LEAVE OSTU	84

G.5.0	FUNERAL LEAVE OSTU.....	84
G.6.0	JURY DUTY/COURT APPEARANCE OSTU	84
G.7.0	COMMUNITY SERVICE OSTU	85
G.8.0	POLITICAL LEAVE OSTU	85
G.9.0	LEAVE FOR OUTSIDE ASSIGNMENT OSTU.....	85
G.10.0	PERSONAL LEAVE OSTU	86
G.11.0	EDUCATIONAL LEAVE WITHOUT PAY OSTU	86
G.12.0	EDUCATIONAL LEAVE WITH PAY OSTU	87
G.13.0	ACADEMIC LEAVE OSTU.....	87
G.14.0	SPECIAL CIRCUMSTANCES LEAVE OSTU.....	87
G.15.0	HOLIDAY EXTENSION LEAVE OSTU.....	88
G.16.0	MATERNITY LEAVE OSTU.....	88
G.17.0	ADOPTION LEAVE OSTU.....	90
G.18.0	MATERNITY (SUB PLAN) OSTU	90
G.19.0	PATERNITY LEAVE OSTU.....	91
G.20.0	PARENTAL LEAVE OSTU	91
G.21.0	PARENTHOOD LEAVE LM/OSTU	91
G.22.0	DEFERRED SALARY LEAVE PLAN LM/OSTU	91
APPENDIX A – ASSOCIATED PROFESSIONALS		92
REPLACED BY LETTER OF UNDERSTANDING RE PSYCHOLOGISTS [MCM AUGUST 21, 2000].....		92
APPENDIX B DUTIES DEPARTMENT HEAD - LEVEL I.....		95
APPENDIX C DUTIES DEPARTMENT HEAD - LEVEL II AND MIDDLE SCHOOL TEAM LEADER [MCM EFFECTIVE JULY 1, 1999].....		96
APPENDIX D CURRICULUM COORDINATOR.....		97
APPENDIX E HEAD TEACHER		98
APPENDIX F TEACHER-IN-CHARGE		99
APPENDIX G CRITERIA FOR EVALUATING TEACHERS.....		100
LETTER OF UNDERSTANDING NO. 1: (DESIGNATION OF LOCAL AND PROVINCIAL MATTERS IN “APPENDIX 1” AND “APPENDIX 2”).....		103
LETTER OF UNDERSTANDING NO. 2: IMPLEMENTATION OF ARTICLE E.2.0 [P.C. ARTICLE E.2]...104		104
PROVINCIAL LETTER OF UNDERSTANDING NO. 3: MID CONTRACT MODIFICATIONS.....		105
PROVINCIAL LETTER OF UNDERSTANDING 4.....		112
PROVINCIAL LETTER OF UNDERSTANDING NO. 5: PROVINCIAL COLLECTIVE AGREEMENT (PCA) ARTICLE D.1 STAFFING FORMULA APPENDIX A – REVISED ESL RATIOS		114
PROVINCIAL LETTER OF UNDERSTANDING NO. 6: GRIEVANCE PROCEDURE RELEASE AND TOC COSTS		
115		
PROVINCIAL LETTER OF UNDERSTANDING NO. 7 RE: PROVINCIAL COLLECTIVE AGREEMENT ARTICLE B.1: APPLICATION OF 2% INCREASE TO ALLOWANCES.....		116
INDEX		117

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

A.1.0 TERM, CONTINUATION AND RENEGOTIATION [P.C.–A.1]

- A.1.1 Except as otherwise specifically provided, this Collective Agreement is effective July 1, 1998 to June 30, 2001. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they shall 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.
- A.1.2 In the event that a new collective agreement is not in place by June 30, 2001, the terms of this Collective Agreement are deemed to remain in effect until that date on which a new agreement is concluded.
- A.1.3 Subject to A.1.4 below, all terms and conditions of the Previous Collective Agreement are included in this Collective Agreement, except where a term or condition is amended or modified by or in accordance with this Collective Agreement.
- A.1.4 Where the Previous Collective Agreement contains a term or condition which provides additional or superior provisions to those provided in this Collective Agreement, the additional or superior provisions of the Previous Collective Agreement shall remain part of this Collective Agreement.
- A.1.5
- a. Where employees are added to the bargaining unit established under section 5 of the PELRA during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
 - b. Where 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. Where 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.
- A.1.6 In this Collective Agreement the term "Previous Collective Agreement" means the terms and conditions of employment established by the "Transitional Collective Agreement" between the B.C. Public School Employers' Association (BCPSEA) and the British Columbia Teachers' Federation (BCTF) for the period June 17, 1996 to June 30, 1998, as such terms and conditions apply at June 30, 1998.

A.2.0 RECOGNITION OF THE UNION [P.C.–A.2]

- A.2.1 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 BCTF is established as the bargaining agent pursuant to PELRA and subject to the provisions of this Collective Agreement.

- A.2.2 Pursuant to PELRA, the employer recognizes the Okanagan Skaha Teachers' Union as the teachers' union for the negotiation in the district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in the district subject to PELRA and the Provincial Matters Agreement.
- A.2.3 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.

[Variation in Certification of April 21, 1998 and Mid Contract Modification June 9, 2000]

- A.2.4 The Collective Agreement as it relates to employees in School District No. 67 (Okanagan Skaha) shall apply in full to psychologists except where the agreement language relates solely and exclusively to classroom-based assignments (e.g. class size or class composition provisions), or where specifically modified by this Letter of Understanding. Wherever the term "teacher" is used in a provision in the Collective Agreement, that provision applies to psychologists.

A.3.0 MEMBERSHIP REQUIREMENT [P.C.–A.3]

- A.3.1 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 Okanagan Skaha Teachers' Union.

A.4.0 LOCAL AND BCTF DUES DEDUCTION [P.C.–A.4]

- A.4.1 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 Okanagan Skaha Teachers' Union 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.
- A.4.2 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.

- A.4.3 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.
- A.4.4. 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.
- A.4.5. 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.

A.5.0 COMMITTEE MEMBERSHIP [P.C.–A.5]

- A.5.1 Local representatives on committees specifically established by this Collective Agreement shall be appointed by the Local.
- A.5.2 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.
- A.5.3 Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Clause A.5.1 and A.5.2 above, in order to attend meetings that occur during normal instructional hours. Teacher on Call costs shall be borne by the employer.
- A.5.4 When a Teacher on Call is appointed to a committee referred to in Clause 1 or 2 above, and the committee meets during normal instructional hours, the Teacher on Call shall be paid pursuant to the provisions in each district respecting Teacher on Call Pay and Benefits. A Teacher on Call attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the Teacher on Call shall receive a full day's pay.

A.6.0 GRIEVANCE PROCEDURE [P.C.–A.6]

A.6.1 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

A.6.2. 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.

A.6.3 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 paragraph (2a) 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.

A.6.4 Step Three

- a. If the grievance is not resolved within ten (10) working days of the referral to Step Two in paragraph (3a) 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.

A.6.5 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.

A.6.6 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 paragraph (4), the Local or the employer where applicable may refer a "local matters grievance," as defined in Appendix 2 and Addendums, 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.

A.6.7 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 paragraph (4), the BCTF or BCPSEA where applicable may refer a "provincial matters grievance," as defined in Appendix 1 and Addendums, 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 7.a and 7.b of this article.

- iii. Each party shall determine who shall attend the meeting on its behalf.

A.6.8 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 BC 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.

A.6.9 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. 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.

A.7.0 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS [P.C.–A.7]

- A.7.1 The school board shall grant a leave of absence without pay to an employee designated by the Provincial union for the purpose of preparing for, participating in or conducting negotiations as a member of the Provincial bargaining team of the BCTF.
- A.7.2 To facilitate the administration of this Clause, when leave without pay is granted, the school board shall maintain salary and benefits for the employee and the BCTF shall reimburse the school board for the salary costs.
- A.7.3 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 school board for the salary costs of any teacher employed to replace a teacher granted leave.
- A.7.4 Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

A.8.0 PRESIDENT'S LEAVE TERMS OSTU

- A.8.1 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.

- A.8.2 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.8.2.1 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.8.0 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.
- A.8.3 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.
- A.8.4 The Employer shall continue to pay the President's salary and to provide benefits as specified in the Agreement.
- A.8.5 The Union shall reimburse the Employer for 100% (one hundred percent) of such salary, benefits and pension costs upon receipt of a monthly statement.
- A.8.6 The President, returning to teaching duties upon completion of a leave period, shall be assigned:
- A.8.6.1 to the same position in the same school, or if the position does not exist:
- A.8.6.2 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;
- A.8.6.3 to a comparable position in the District that is acceptable to the teacher.
- A.8.7 For purposes of pension, experience, sick leave and seniority, the President shall be deemed to be in the full employ of the Employer.
- A.8.8 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.

A.9.0 RELEASE TIME FOR LOCAL, BCTF and CTF BUSINESS OSTU

- A.9.1 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.

- A.9.2 The following leaves shall not be included in the maximum leave provision of eight (8) days:
- A.9.2.1 Employer paid Union leaves;
 - A.9.2.2 leaves for the negotiating team to prepare for and attend contract negotiations with the Employer;
 - A.9.2.3 leaves to attend arbitrations involving the Employer;
 - A.9.2.4 leave to serve as members of a committee and/or task force of the BCTF or CTF.
- A.9.3 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.
- A.9.4 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.
- A.9.5 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.
- A.9.6 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.9.6.1 to a comparable position in the same school commensurate with his/her experience and training, or if not available;
 - A.9.6.2 to another comparable position in the District.

A.10.0 COLLEGE OF TEACHERS OSTU

- A.10.1 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.

A.11.0 LEAVE FOR CONTRACT NEGOTIATIONS OSTU

- A.11.1 Leave of absence with pay shall be granted to two (2) members of the Union to conduct negotiations held during instructional hours.
- A.11.2 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.

A.12.0 SCHOOL STAFF REPRESENTATIVES OSTU

- A.12.1 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.
- A.12.2 The Union shall notify the Employer in writing of the name of each staff representative.
- A.12.3 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.
- A.12.4 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.
- A.12.5 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.

A.13.0 ACCESS TO WORKSITE LM/OSTU

- A.13.1 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.

A.14.0 USE OF SCHOOL FACILITIES LM/OSTU

- A.14.1 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.

A.15.0 BULLETIN BOARDS LM/OSTU

- A.15.1 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.

A.16.0 INTERNAL MAIL LM/OSTU

- A.16.1 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.

A.17.0 SCHOOL STAFF COMMITTEES OSTU

A.17.1 The Employer and the Union encourage each school to develop a staff committee.

To this end, staff committees shall:

- A.17.1.1 be established at the beginning of each school year;
- A.17.1.2 consist of a size and membership to be determined by the staff;
- A.17.1.3 review and make recommendations on matters relating to staff concerns;
- A.17.1.4 have the right to receive budget information and make presentations to the Administrative Officer(s) regarding the school's annual budget.

A.17.2 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.

A18.0 RIGHT TO REPRESENTATION OSTU

A.18.1 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.

A.19.0 ACCESS TO INFORMATION LM/OSTU

A.19.1 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.19.1.1 a list of employees covered by this Agreement showing names, addresses, phone numbers, grid placement, seniority and staff assignments;
- A.19.1.2 notification of transfers, resignations, retirements, employee deaths, discharges, notice of positions available, appointments and leaves of absence;
- A.19.1.3 public board meeting agendas;
- A.19.1.4 minutes of public board meetings;

A.19.1.5 public information as required by law.

A.20.0 COPY OF AGREEMENT OSTU

A.20.1 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.

A.21.0 PICKET LINE PROTECTION LM/OSTU

A.21.1 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.

A.21.2 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.

A.21.3 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.

A.21.4 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.

A.22.0 CONTRACTING OUT OSTU

A.22.1 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.22.2 below.

A.22.2 The parties agree that the following shall not be considered as violations of this article and agree that:

A.22.2.1 This article does not restrict or regulate the assignment of teaching duties to administrative officers.

A.22.2.2 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.

- A.22.2.3 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.
 - A.22.2.4 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.
 - A.22.2.5 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.
 - A.22.2.6 The practice of using guest speakers and performers to provide services which supplement curricular programs and teacher professional development activities may continue.
 - A.22.2.7 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.
 - A.22.2.8 As a practicum requirement student teachers may perform the duties and responsibilities of their supervising teachers.
- A.22.3 The parties continue to recognize and encourage the presence of volunteer parents as a support to classroom teachers.

A.23.0 EXPEDITED ARBITRATION OSTU

- A.23.1 Grievances concerning the following may be referred by the party originating the grievance to expedited arbitration:
- A.23.1.1 class size,
 - A.23.1.2 teaching assignments,
 - A.23.1.3 posting and filling vacant positions,
 - A.23.1.4 employer initiated transfers,
 - A.23.1.5 teacher initiated transfers.
- A.23.2 By mutual agreement a grievance falling into categories other than those listed in article A.23.1 may be referred to expedited arbitration.

- A.23.3 A single arbitrator shall be selected from the list contained in this article. Unless the parties agree otherwise, and subject to article A.23.4, 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.
- A.23.4 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.
- A.23.5 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.
- A.23.6 The parties shall share equally the costs of fees and expenses of the arbitrator.
- A.23.7 The list of arbitrators to be selected shall be:
- A.23.7.1 D. Munroe
 - A.23.7.2 S. Kelleher
 - A.23.7.3 V. Ready
 - A.23.7.4 A. Hope
 - A.23.7.5 Barbara Blumen
 - A.23.7.6 Judy Korbin
 - A.23.7.7 John Kinzie
 - A.23.7.8 Graham Leslie

A.24.0 EXCLUSIONS FROM THE BARGAINING UNIT OSTU

- A.24.1 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.24.0 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.24.1.1 Any exclusions shall be determined on the basis that the position involved:
 - A.24.1.1.1 any of the functions outlined in the Labour Relations Code as the basis for exclusion from the definition of an "employee"; or
 - A.24.1.1.2 the functions of a director of instruction as provided by the School Act; or
 - A.24.1.1.3 includes any duties regarding the evaluation of the teachers as designated to principals and vice principals in the School Act.
- A.24.1.2 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).
- A.24.1.3 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.
- A.24.2 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.
- A.24.3 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).

A.25.0 MANAGEMENT RIGHTS OSTU

- A.25.1 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.

A.26.0 TEACHERS' ASSISTANTS LM/OSTU

- A.26.1 Teachers' Assistants are employed to assist teachers in carrying out their duties and responsibilities as set out in the School Act and Regulations.
- A.26.2 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.

A.26.3 Teachers' Assistants shall not assume responsibility for any of the teacher's duties and responsibilities referred to in clause A.26.1.

A.26.4 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.

A.27.0 LEGISLATIVE CHANGE OSTU

A.27.1 Should any statute, regulation, or ministerial order render any part of this Agreement null and void, the remainder of the terms of the Agreement shall continue in effect and in that event, or in the event that legislation, regulation, or ministerial order substantially alters the operation or effect of any provision of this Agreement, the parties agree that they will meet forthwith to negotiate in good faith modifications to the Agreement which will achieve the original intent of the Agreement to the full extent legally possible.

A.27.2 If there are four (4) months or more remaining in the term of the Collective Agreement and if the parties cannot agree on such modifications within one month or either party's request for such meeting, either party may refer the matter to arbitration pursuant to the Arbitration section, and the arbitrator shall be empowered to determine the said modifications to the Agreement.

SECTION B: SALARY AND ECONOMIC BENEFITS

B.1.0 GRID

Salary Grid Effective March 1, 1998 To March 31, 2000			
Category	4/PC	5/PB	6/PA(M)
0	\$33,090	\$36,339	\$40,001
1	\$34,904	\$38,324	\$42,156
2	\$36,718	\$40,309	\$44,311
3	\$38,532	\$42,294	\$46,466
4	\$40,346	\$44,279	\$48,621
5	\$42,160	\$46,264	\$50,776
6	\$43,974	\$48,249	\$52,931
7	\$45,788	\$50,234	\$55,086
8	\$47,602	\$52,219	\$57,241
9	\$49,416	\$54,204	\$59,396
10	\$51,230	\$56,189	\$61,551
11		\$58,174	\$63,706
Increment	\$1,814	\$1,985	\$2,155

Salary Grid Effective April 1, 2000			
Category	4/PC	5/PB	6/PA(M)
0	33,753	37,064	40,802
1	35,603	39,089	43,000
2	37,453	41,114	45,198
3	39,303	43,139	47,396
4	41,153	45,164	49,594
5	43,003	47,189	51,792
6	44,853	49,214	53,990
7	46,703	51,239	56,188
8	48,553	53,264	58,386
9	50,403	55,289	60,584
10	52,253	57,314	62,782
11		59,339	64,980
Increment	1,850	2,025	2,198

B.2.0 TEACHER ON CALL PAY AND BENEFITS [P.C.-B.2]

- B.2.1 All School Districts will ensure that they are in compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
- B.2.2 Effective September 1, 1997, 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.
- B.2.3 Effective July 1, 1998, a Teacher on Call shall be entitled to the mileage/kilometer 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.

- B.2.4 Effective July 1, 1998, 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.
- B.2.5 Effective July 1, 2000, Teachers on Call shall be paid an additional compensation of \$3 over daily rate in lieu of benefits. This benefit will be pro-rated for part days worked but in no case will be less than \$1.50. Any and all provisions in the previous Collective Agreement that provide additional or superior provisions in respect of payment in lieu of benefits shall remain part of this Collective Agreement.
- B.2.6 Effective July 1, 2000, employees who are employed as Teachers on Call shall be paid in accordance with the provision of the previous Collective Agreement for the first three (3) days of an assignment. On the fourth consecutive and subsequent consecutive days in an assignment, an employee shall be paid 1/189 of their 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 of the assignment.

B.3.0 EI REBATE [P.C.–B.4]

- B.3.1 The employer shall remit monthly to the BCTF Salary Indemnity Fund the proportionate share of the Employment Insurance premium reduction which has been established as not less than 5/12 of said reduction.
- B.3.2 The employer shall calculate each employee's share of the savings which have been remitted pursuant to Clause B.3.1 above and include that amount as part of the employee's taxable income on the yearly T4 slip.

B.4.0 REGISTERED RETIREMENT SAVINGS PLAN [P.C.–B.5]

B.4.1 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.

- B.4.2 Where an alternative plan exists in a district pursuant to paragraph B.4.1.b above that plan shall remain in effect for the term of the Transitional Collective Agreement.
- B.4.3 The BCTF Plan shall be made available in all districts not included in Clause B.4.2 above no later than October 15, 1996.
- B.4.4 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.

- B.4.5
 - a. During the implementation phase of the BCTF Plan, the Local will be responsible for disseminating information about the plan and for distributing enrollment forms or other forms that may be required to employees. Completed forms shall be processed and forwarded to the designated trustee by the employer.
 - b. Following the implementation of the BCTF Plan, the employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
- B.4.6 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.
- B.4.7 Following the establishment of the BCTF Plan pursuant to Clause B.4.3 above, employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
 - a. between September 1 and September 30 or December 15 and January 15 in any school year;
 - b. no later than sixty (60) days following the commencement of employment or the establishment of the BCTF Plan in a district.
- B.4.8 An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
- B.4.9 There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
- B.4.10 Following the establishment of the BCTF Plan pursuant to Clause B.4.3 above, participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.

B.4.11 The BCTF Plan established in a district pursuant to Clause 3 above shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

B.5.0 INITIAL PLACEMENT OSTU

B.5.1 General

B.5.1.1 Notification

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

B.5.1.2 Placement

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

B.5.1.3 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.

B.5.1.4 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.

B.5.2 CATEGORY

B.5.2.1 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.5.2.1.1. The category placement of psychologists shall be determined in line with the principles established by the Teacher Qualification Service and this agreement for determining the salary category of teachers based on years of university level training. [Mid Contract Modification June 9, 2000]

B.5.2.2 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.

B.5.2.3 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.

B.5.2.4 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.

B.5.2.5 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.

B.6.0 EXPERIENCE RECOGNITION OSTU

B.6.1 Submission of Proof

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

B.6.2 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.

B.6.3 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:

B.6.3.1 Government funded and inspected schools in Canada, the British Commonwealth and the U.S.A. provided:

B.6.3.1.1 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.

B.6.3.1.2 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.

B.6.3.1.3 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.6.3.2 Experience credit will also be granted for:

B.6.3.2.1 Experience Subsequent to July 1, 1988

Any continuing or temporary appointment to the District subsequent to July 1, 1988. (i.e. less than B.6.3.1.1 and B.6.3.1.2 (above).

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

B.6.3.2.2 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.

B.6.3.2.3 Combination of Experience

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

B.6.4 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.

B.6.5 Experience in Ministry of Education - British Columbia

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

B.6.6 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.

B.6.7 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.

B.6.8 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.

B.6.9 [MCM effective August 21, 2000] Experience recognition shall be granted in accordance with the applicable provisions of B.6 for professional employment as a psychologist in a school district, hospital, clinic or government funded agency, provided that:

B.6.9.1 Employment shall be deemed to be equivalent to one full work year as follows:

B.6.9.1.1 for school district employment, ten (10) months,

B.6.9.1.2 for other employment, twelve (12) months.

B.7.0 PART-TIME TEACHERS' PAY AND BENEFITS OSTU

B.7.1 Part-time teachers are those whose F.T.E. as set out in their letter of appointment, is less than one (1.0).

B.7.1.1 Part-time teachers shall be paid that portion of their regular scale placement as set out in their letter of appointment.

B.7.1.2 Sick leave provisions for part-time teachers shall be as set out in Article G.1.

B.7.1.3 Part-time teachers shall be eligible to participate in all benefit plans in accordance with Article B.17.

B.7.1.4 Effective March 1, 1993, part-time employees who are in attendance during the regular work year (D.5.0) outside of their regularly scheduled instructional assignment for parent/teacher conference days, shall be paid pro-rata based on the teacher's annual salary.

B.8.0 SUMMER SCHOOL PAYMENT OSTU

B.8.1 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.

~~**B.9.0 ASSOCIATED PROFESSIONALS – LETTER OF UNDERSTANDING – SEE APPENDIX A OSTU [Replaced by MCM of August 21, 2000, page 92]**~~

B.10.0 POSITIONS OF SPECIAL RESPONSIBILITY OSTU

B.10.1 When necessary, the Employer will create, in consultation with the OSTU, posts of special responsibility such as Department Heads, Team Leaders [MCM effective from August 21, 2000] Curriculum Coordinators, Head Teacher and Teacher-In-Charge.

Positions will be posted as per Section E Article 4 (Posting and Filling) of this Agreement.

- B.10.2 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.
- B.10.3 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.
- B.10.4 When the work is split between more than one (1) teacher, the allowance shall be paid to the teachers in proportion to their workloads.
- B.10.5 Any position not described in article B.10.1 or any positions reclassified during the life of this Agreement shall be considered a new position.
- B.10.6 The allowance for new positions shall be subject to negotiations between the Employer and the Union.
- B.10.7 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:

- B.10.7.1 Teacher on Call release days
- B.10.7.2 payment for work beyond the regular work year, and/or
- B.10.7.3 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.

- B.10.8 Department Heads will receive an annual allowance as follows:

2% increase

Level 1 \$1,753 \$1,788 (April 1, 2000)

Level 2 and
Team Leader \$1,052 \$1,073 (April 1, 2000)

B.10.9 Teacher-In-Charge and Head Teachers will receive an annual allowance as follows:

Teacher-In-Charge \$350 \$357 (April 1, 2000)

Head Teacher \$1,991 \$2,031 (April 1, 2000)

B.10.10 This article does not require the Employer to create posts of special responsibility nor to agree to split the workloads.

B.11.0 MILEAGE ALLOWANCE OSTU

B.11.1 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.

B.12.0 INDUSTRIAL FIRST AID CERTIFICATE OSTU

B.12.1 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.

B.12.2 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.

B.12.3 It is understood that the Employer may designate an employee other than a member of the bargaining unit.

B.13.0 PART MONTH PAYMENTS AND DEDUCTIONS OSTU

B.13.1 The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the teacher.

B.13.2 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.

B.13.3 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.

B.13.4 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.

B.14.0 SALARY PROTECTION OSTU

B.14.1 No teacher currently on staff shall incur a reduction in basic salary because of the implementation of this Agreement.

B.15.0 PAY PERIODS OSTU

B.15.1 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 except for the month of December. The mid-month advance will be twelve hundred dollars (\$1200.00). Part-time teachers' mid-month advance will be pro-rated.

B.15.2 The month end payment will be made on the last working day of the month.

B.16.0 GENERAL BENEFITS OSTU

B.16.1 The Employer shall provide each employee with an application or enrollment form(s) for participation in the benefit plans.

B.16.2 The Employer shall provide information to teachers on how to obtain benefits from the various benefit plans.

B.16.3 The Employer shall advise each teacher individually in writing at the end of October of his/her accumulated sick leave.

B.16.4 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.

B.16.5 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.

B.16.6 With the exception of Group Life, benefit coverage shall be extended to the end of the next teaching month following a deduction of premiums.

B.17.0 BENEFITS COVERAGE OSTU

B.17.1 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.

B.17.2 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).

B.17.3 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.

B.17.4 Group-Life Insurance

B.17.4.1 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.17.4.2 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.

B.17.4.3 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.

B.17.5 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.

B.18.0 EMPLOYEE ASSISTANCE PLAN OSTU

B.18.1 Effective April 1, 1993 the Board shall pay Seventy-five percent (75%) of the cost of a mutually agreed upon Employee Assistance Plan.

B.19.0 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS OSTU

B.19.1 Equipment, Teaching Aids Or Other Personal Material

Compensation will be paid to teachers to the extent of the minimum deductible offered on a standard homeowner policy, whose personal property is lost or damaged while it is located on school premises provided:

- B.19.1.1 each article is registered with the Administrative Officer at the beginning of the period of time it is kept in the school;
- B.19.1.2 the property is in the school to be used for the purpose of aiding instruction;
- B.19.1.3 the loss or damage is not the result of negligence on the part of the teacher claiming the compensation;
- B.19.1.4 that payment will be limited to one hundred dollars (\$100.00) per incident or the actual cost, whichever is lesser; each eligible article must have a minimum value of twenty-five dollars (\$25.00);
- B.19.1.5 the teacher is not eligible for compensation for the damage under another fund or policy of insurance.

B.19.2 This clause shall become effective September 1, 1991.

B.20.0 BENEFIT PLAN INFORMATION AND CHANGES OSTU

B.20.1 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.

B.21.0 MAINTENANCE OF BENEFITS DURING OSTU

- B.21.1 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.21.2 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).
- B.21.3 The Board shall continue to pay the Employer's share of the Teacher's Pension Plan contributions for the President of the OSTU.

B.22.0 DEATH BENEFITS OSTU

- B.22.1 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.22.2 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.
- B.22.3 In addition to the payment in Article B.22.1, 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.

SECTION C: EMPLOYMENT RIGHTS

C.1.0 RESIGNATION [P.C.–C.1]

- C.1.1 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.
- C.1.2 The employer shall provide the local with a copy of any notice of resignation when it is received.

C.2.0 DISMISSAL AND DISCIPLINE FOR MISCONDUCT OSTU

- C.2.1 The Board shall not dismiss, suspend or discipline any teacher bound by this Agreement except for just and reasonable cause.
- C.2.2 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.
- C.2.3 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:
 - C.2.3.1 the teacher and the Union shall be given 72 hours notice of the meeting;
 - C.2.3.2 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.2.3.3 the Union, on behalf of the teacher may file a written reply to the allegation prior to the meeting;
 - C.2.3.4 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.

- C.2.3.5 the decision of the Board shall be communicated in writing to the teacher and the Union and shall contain specific reasons for the decision.
- C.2.4 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:
 - C.2.4.1 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.
 - C.2.4.2 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.
- C.2.5 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.
- C.2.6 Discipline, suspension or dismissal shall not be set aside by an arbitrator on the basis of a technical irregularity or an error in procedure.
- C.2.7 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.
- C.2.8 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.

C.3.0 PROCEDURES WHERE DISMISSAL BASED ON PERFORMANCE OSTU

- C.3.1 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.
- C.3.2 The reports shall be prepared in accordance with the process established in Section E.10.0 (Evaluation of Teachers) of this Agreement, and in accordance with the following conditions:
 - C.3.2.1 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;

- C.3.2.2 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.3.2.3 the reports shall be written independently of each other.
- C.3.2.4 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.
- C.3.3 Where a teacher receives his/her first or second less than satisfactory report, the teacher may:
 - C.3.3.1 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
 - C.3.3.2 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 item C.3.2.1 above.
- C.3.4 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.
- C.3.5 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.

C.4.0 PART-TIME EMPLOYEES' EMPLOYMENT RIGHTS OSTU

- C.4.1 Full-time to part-time appointments
 - C.4.1.1 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.

- C.4.1.2 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.4.1.3 At the end of the period of the part-time appointment, a teacher will have the option of:
 - C.4.1.3.1 reverting to his/her full-time continuing appointment or;
 - C.4.1.3.2 having his/her continuing appointment adjusted to reflect the part-time assignment, or;
 - C.4.1.3.3 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.

C.4.2 Part-time to full-time appointments

- C.4.2.1 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.
- C.4.2.2 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.

C.5.0 TEMPORARY TEACHERS' EMPLOYMENT RIGHTS OSTU

- C.5.1 The Employer shall appoint teachers on temporary contracts only in accordance with this Agreement.
- C.5.2 A position which temporarily exists for more than two (2) consecutive years shall be deemed to be a continuing position.
- C.5.3 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:
 - C.5.3.1 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

- C.5.3.2 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.6.12 shall count towards the calculation of teaching service in this article. However, a temporary contract granted under C.6.12 shall not entitle a teacher to conversion to a continuing contract.

- C.5.4 Notwithstanding C.5.3 above, certified teachers on temporary contracts, who are replacing continuing contract teachers on Maternity Leave (Article G.16) only will be granted a continuing contract upon reappointment after completion of two (2) years of service.
- C.5.5 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.
- C.5.6 If no position for which the teacher has the necessary qualification is available at the granting of the continuing contract in accordance with C.5.3 or C.5.4. the teacher shall be placed on the recall list for re-engagement according to Article C.7.5.

C.6.0 TEACHER ON CALL EMPLOYMENT RIGHTS OSTU

- C.6.1 When classroom coverage is necessary for a teacher with instructional duties who is absent from school, a Teacher on Call shall be employed.
- C.6.2 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.
- C.6.3 Teachers on Call shall be called for day-to-day services from a list maintained by the Employer.
- C.6.4 This list shall identify:
 - C.6.4.1 certified Teachers on Call
 - C.6.4.2 non-certified teachers' replacements

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

C.6.5 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.

C.6.6 The Employer shall forward to the Union a copy of the Teacher on Call list as it is updated.

C.6.7 Effective July 1, 1993, a Teacher on Call who is certified by the College of Teachers shall be paid a daily rate of one-two hundred fortieth (1/240) of their category placement of the annual salary schedule based on the following:

Zero (0) to four (4) years of experience - step zero (0)

Five (5) to nine (9) years of experience - step one (1)

Ten (10) or more years of experience - step two (2)

After four (4) consecutive days in the same assignment, the Teacher on Call shall be paid a daily rate of one-two hundredth (1/200) of the annual basic salary rate based on the teacher's experience and category placement. [From July 1, 2000, Teachers on Call shall be paid in accordance with Article B.2.6.]

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

C.6.7.1 a non-instructional day which shall also not be considered as a day of paid work;

C.6.7.2 the return of the teacher who subsequently is absent within two (2) working days;

C.6.7.3 a strike or lockout;

C.6.7.4 the Teacher on Call's illness or accident provided it does not exceed two (2) working days.

C.6.8 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.

C.6.9 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.

- C.6.10 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.
- C.6.11 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.
- C.6.12 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. Temporary contracts granted in accordance with this clause shall count toward the calculation of teaching service. However, a temporary contract granted under C.7.12 shall not entitle a teacher to conversion to a continuing contract under C.6.3.
- C.6.13 Evaluation of Teachers on Call:
- C.6.13.1 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.
 - C.6.13.2 The evaluation of Teachers on Call shall be conducted within the general framework of the District evaluation criteria.
 - C.6.13.3 Teachers on Call who have successfully completed the evaluation process shall be given priority consideration for assignments for which they are qualified.
 - C.6.13.4 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.
- C.6.14 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.

C.7.0 SENIORITY, LAYOFF, RECALL, SEVERANCE OSTU

C.7.1 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.

C.7.1.1 Principle of Security

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.

C.7.2 Procedures for Reducing Staff

C.7.2.1 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.

C.7.2.2 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. [MCM May 14, 1999 changed 30 working days to 22 working days, for the 1998/99 school year]

C.7.2.3 The terms "seniority" and "qualifications" shall be interpreted as defined below.

C.7.3 Seniority (Definition)

C.7.3.1 In this Agreement, seniority means a teacher'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.

C.7.3.2 When the seniority of two (2) or more teachers is equal pursuant to C.7.3.1, the teacher 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.

- C.7.3.3 When the seniority of two (2) or more teachers is equal pursuant to C.7.3.2, the teacher 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.
- C.7.3.4 When the seniority of two (2) or more teachers is equal pursuant to C.7.3.3, the teacher with the greatest aggregate length of service recognized for salary purposes shall be deemed to have the greatest seniority.
- C.7.3.5 When the seniority of two (2) or more teachers is equal pursuant to C.7.3.4, the teacher with the earliest written acceptance of employment with the Board shall be deemed to have the greatest seniority.
- C.7.3.6 For the purposes of this Agreement, approved leaves of absence shall count toward continuous length of service with the Board.
- C.7.3.7 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.
- C.7.3.8 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.7.5).
- C.7.4 Qualifications (Definition)
- C.7.4.1 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.
- C.7.5 Teachers' Right of Re-Engagement;
- C.7.5.1 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.

C.7.5.1.1 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.

C.7.5.2 A teacher who is offered re-engagement pursuant to Section C.7.5.1 shall inform the Board whether or not the offer is accepted within 48 hours of receipt of such offer.

C.7.5.3 The Board shall allow two (2) weeks from acceptance of an offer under Section C.7.5.2 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.

C.7.5.4 A teacher's right to re-engagement under this section is lost if:

C.7.5.4.1 the teacher elects to receive severance pay under Section C.7.9 of this Article;

C.7.5.4.2 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;

C.7.5.4.3 two (2) years elapse from the date of termination under this Article and the teacher has not been re-engaged;

C.7.5.4.4 the teacher accepts continuing employment with another district;

C.7.5.4.5 the teacher notifies in writing that he/she is no longer available;

C.7.5.4.6 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.

C.7.6 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.

C.7.7 Sick Leave

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

C.7.8 Benefits

A teacher who retains right of re-engagement pursuant to Section C.7.5 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.

C.7.9 Severance Pay

C.7.9.1 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.

C.7.9.2 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.7.9.3 A teacher who receives severance pay pursuant to this Agreement and who, notwithstanding Section C.7.5, 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 Section C.7.9.2 of this paragraph, the calculation of years of service shall commence with the date of such rehiring.

SECTION D: WORKING AND LEARNING CONDITIONS

D.1.0 STAFFING FORMULA – NON-ENROLLING/ENGLISH AS A SECOND LANGUAGE TEACHERS [P.C.–D.1]

D.1.1 The Government will provide funding in order to decrease the ratios of non-enrolling teachers to students. Notwithstanding the ratios established in this article, in no event will the financial obligations to Government or School Districts resulting from this article exceed the funding being made available by Government, in each year of the Agreement, as follows:

Year 1 (July 1, 1998 to June 30, 1999) \$20 million

Year 2 (July 1, 1999 to June 30, 2000) \$5 million

Year 3 (July 1, 2000 to June 30, 2001) \$5 million

D.1.2 Districts shall utilize the funding outlined above, exclusively for the purposes of hiring additional non-enrolling teachers and will make all reasonable efforts to comply with the non-enrolling staffing ratios agreed by the Parties, which are estimated to be achievable within the allocation of funding and are described below.

D.1.3 Non-enrolling staffing ratios

i. Employee staffing ratios in each category shall not decrease below the number reported in the 1997/98 Ministry form 1530 as follows:

Teacher Librarians: 1:609

Counsellors: 1:693

Learning Assistance Teachers: 1:511

Special Education Resource Teachers: 1:341

Support for ESL Students: 1:74.

ii. Teacher Librarians

Effective July 1, 1998, teacher librarians shall be provided on a minimum pro-rated basis of teacher librarians to students in the ratio 1:609.

Effective July 1, 1999, teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to six hundred and nine (609) students.

iii. Counsellors

Effective July 1, 1998, counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to six hundred and ninety-three (693) students.

iv. Learning Assistance Teachers

Effective July 1, 1998, learning assistance teachers shall be provided on a minimum pro-rated basis of learning assistance teachers to students in the ratio of 1:511.

Effective July 1, 2000, learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to five hundred and four (504) students.

v. Special Education Resource Teachers

Special education resource teachers shall be defined as those teachers assigned to programs 1.16, 1.17 and 1.18 by School Districts on Ministry form 1530, September 1997.

Effective July 1, 1998, special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to three hundred forty-one (341) students.

D.1.4 Support for ESL Students

i. ESL students shall be defined pursuant to the definition used for reporting to the Ministry in the 1996 form 1701, "those students whose English language performance is sufficiently different from standard English to prevent them from reaching their potential".

ii. Effective July 1, 1998, teachers specifically assigned to providing instruction to ESL students shall be provided on a minimum pro-rated basis of at least one (1) ESL teacher to seventy four (74) identified students. Staffing ratios shall not decrease below the number reflected in the 1997/98 Ministry form 1530 and as shown in Appendix A attached.

D.1.5 Process [New Process Provisions as revised by June 4, 1999 Letter of Understanding]

i. By May 15, 1998, the Ministry of Education will provide to each district, in writing, an estimated funding amount that will be provided to achieve the goals of this article, subject to all of the provisions and expectations of this article. This funding will be based on the non-enrolling requirements as delineated in Appendix A.

- ii. Prior to June 10, 1999 and May 30 in subsequent years, each school district shall hold a meeting with representatives of the Local for the purpose of general discussion of staffing plans for schools within that school district. The district shall make the Local aware of any potential non-compliance with non-enrolling/ESL staffing ratios and the reasons for that potential non-compliance.
- iii. In the event that the District concludes it is not able to achieve the required ratios with the estimated funds, or that implementation of the article creates other costs which cannot be met with the allocated funds, the District shall, by no later than June 15 of that year submit its staffing plan to the Ministry, with copies to the Local, BCTF and BCPSEA and state therein the reasons why, in the opinion of the District, it is not possible to achieve the ratios which would otherwise apply.
- iv. Between June 16 and September 15, inclusive, the staffing plan may be referred to a joint committee of no more than 3 representatives of the District and no more than 3 representatives of the Local. Any Local believing its Board not to be in compliance with respect to meeting required ratios, may also call for and have a meeting of the joint committee. The joint committee shall meet within five working days of such referral and shall address whether or not it is possible to resolve any outstanding issues in order to achieve the non-enrolling/ESL ratios referred to in the Agreement.
- v. When this process fails, either party, within 5 working days, may refer the matter to a mutually acceptable arbitrator from the agreed upon list for an expedited arbitration..
- vi. By September 30, the Ministry of Education shall communicate to School Districts, in writing, the level of funding the District will receive in each year to support increased levels of non-enrolling staffing.
- vii. By September 30 in each year of this agreement, each District shall submit to the Ministry with copies to the Local and the BCTF, the Staffing Formulae Implementation Plan detailing the actual staffing formulae for the categories identified in paragraphs 3 and 4 above.

[Note: Please refer to June 22, 1999 Letter of Understanding #4, for list of agreed-to arbitrators, attached to this contract.]

- D.1.6 The process set out in paragraph 6 will be implemented on an accelerated schedule as determined by the Ministry of Education, in consultation with the Parties, for years 2 and 3 of the Agreement.
- D.1.7 All provisions regarding non-enrolling teachers, in the previous Collective Agreement shall apply, except as modified by this article. Where the previous Collective

Agreement provides for services, case load limits or ratios additional or superior to those established through this process, the services, case load limits or ratios from the previous Collective Agreement shall continue to apply.

D.2.0 CLASS SIZE/TEACHER WORKLOAD OSTU

ARTICLE D.2 K-3 PRIMARY CLASS SIZE

The parties are committed to primary class size maximums as defined in D.2.1 through D.2.4 below.

1. All current class size and composition provisions in the Previous Collective Agreement shall continue to apply, with the exceptions as noted in D.2.2.a through D.2.4 below.

2. (a) Maximum class sizes are to be in effect by September 30 as follows:

Kindergarten	20
Grade 1	22
Grade 2	22
Grade 3	22

(b) Except as provided in D.2.9.h below, the financial obligations of school districts resulting from this article shall not exceed the trust funds made available by Government for this purpose.

(c) By May 15 of each year, the Ministry of Education will provide to each district, in writing, an estimated funding amount that will be provided to achieve the goals of this article, subject to all the provisions and expectations of this article.

(d) Districts shall utilize the trust funding provided exclusively for the purposes of hiring K-3 classroom teachers to maintain the primary class size and will make all reasonable efforts to comply with the class size maximums set out in Article D.2.2.a through D.2.4.

3. Where there is more than one primary grade in any class with primary students, the class size maximum for the lower grade shall apply.

4. Where there is a combined primary/intermediate class, an average of (a) the maximum class size of the lowest involved primary grade and (b) the maximum class size of the lowest involved intermediate grade will apply.

5. Any provisions found in the Previous Collective Agreement, which would allow class size numbers to exceed those found in D.2.2.a through D.2.4 above, shall not apply.

6. Spring Process - Staffing Plan:

(a) Prior to May 30 each year, each school district shall hold a meeting with representatives of the local for the purpose of general discussion of

staffing plans within that district. The district shall make the local aware of any potential non-compliance with the primary class size maximums and the reasons for that potential non-compliance.

- (b) In the event that the district concludes that it is not able to achieve the primary class size maximums, the district shall, by no later than June 15 of that year, submit its staffing plan to the local, BCTF and BCPSEA and state therein why, in the opinion of the district, it is not possible to achieve the class size maximums which would otherwise apply.
- (c) Between June 16 and September 15, inclusive, the staffing plan may be referred to a joint committee of no more than three representatives of the district and no more than three representatives of the local. Any local believing its board not to be in compliance with respect to meeting the class size maximums, may also call for a meeting of the joint committee. The joint committee shall meet within five working days of such referral and shall address whether or not it is possible to resolve any outstanding issues in order to achieve the class size maximums referred to in this article.
- (d) When this process fails, either party, within five working days, may refer the matter to a mutually acceptable arbitrator from the agreed-upon list for an expedited arbitration pursuant to D.2.7.c below.

7. Fall Implementation Plan:

- (a) By October 15 in each year, each district shall submit to the local a K-3 Implementation Plan, detailing the allocation of staffing and the actual K-3 class size for the district.
- (b) If there is a dispute over the October 15 K-3 Implementation Plan that is not resolved through the grievance procedure, the matter may be referred by either party for expedited arbitration pursuant to D.2.7.c.
- (c) The expedited arbitration will commence no later than 28 days after the referral of the grievance for expedited arbitration. The arbitrator will be from a list of agreed-upon arbitrators, as established by the parties, and will issue a decision no later than 21 days after the conclusion of the hearing.

Note: (Please refer to June 22, 1999 Letter of Understanding No.4 for the list of agreed-to arbitrators).

- 8. In the event that additional enrollment after September 30 makes it impossible to comply with the maximums set out in D.2.2.a through D.2.4 above, within the resources made available, then in those circumstances only, the provisions of the Previous Collective Agreement shall apply.

9. Dealing With Special Circumstances:

- (a) At any time, the school district or the local may wish to discuss an issue of non-compliance with the K-3 class size provisions at a particular school. Notification shall be provided to the other party, in writing, setting out the issue including: compelling family issues; sibling attendance at the same school; the age of the affected student; distance to be traveled and/or available transportation; safety of the student; physical capabilities of the student; accessibility to special programs and services; anticipated attrition; and time of year.
- (b) No more than three (3) representatives from each of the parties shall meet, within five (5) working days of receipt of such notification, to clarify the issue and to make all reasonable efforts to achieve a mutually agreeable resolution including:
 - i. provision of additional resources, from any unallocated K-3 trust funds in the district, such that the class size maximums can be achieved or;
 - ii. in the event that the district can demonstrate, to the satisfaction of the local, that all trust funds have been allocated, pursuant to D.2.2.d above; provision of additional resources from any K-3 or non-enrolling trust fund surplus held by government such that the class size maximums can be achieved;
 - iii. reconfiguration of classes/grades such that the class size maximums can be achieved;
 - iv. exceeding the class size maximums where additional support and/or compensation is provided to the teacher(s) affected.
- (c) Where a mutually agreeable resolution is reached that involves a variation to the class size provisions of the Collective Agreement, that resolution is without prejudice and precedent.
- (d) Any such variation to the class size provisions of the Collective Agreement shall be made only to the extent required to resolve the issue.
- (e) Resolutions reached as a result of the process outlined in 9. (a-d) above shall require the approval of the provincial parties.
- (f) If no resolution is reached within ten (10) working days of the meeting held pursuant to 9.b above, either party may refer the matter to expedited arbitration pursuant to D.2.7.c above.

- (g) The arbitrator in 9 f. above shall have the authority to make a final decision on the issue.
- (h) Where the arbitrator determines that it is reasonable, in all of the circumstances, to exceed the class size limits, he/she shall determine what additional support and/or compensation shall be provided to the teacher(s) affected.

10. Where class size or workload maximums/restrictions contained in the Previous Collective Agreement are lower than those in this article the maximums from the Previous Collective Agreement shall apply.

D.2.1 The parties agree to the following class size guidelines save and except that where there are external constraints beyond the Board's control these guidelines may be exceeded.

D.2.2 Maximum sizes for regularly scheduled classes shall be:

Present designations:

Kindergarten/Grade 1 class	15 students
Kindergarten class	20 students
Primary (1,2,3,4) Split class	23 students
Primary classes (Grades 1-3)	25 students
Intermediate (4,5,6,7) Split Classes	26 students
Secondary English Class	28 students
Science	28 students
Home Economics.	24 Students
Tech.Ed. Lab (I.E. Lab)	22 students
Special Ed. (High Incidence, Low Cost)	15 students
Special Ed. (Low Incidence, High Cost)	10 students
Any other class (4-12)	30 students

Ungraded designation:

P1/P2 Class	15 students
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P1/any other age/level 15 students

*Multi-age Class 23 students
(same as split class)

**Primary Classes (single age/level) 25 students

*NB: Multi-age classes will include children who previously would have been assigned to different grades. (Year 2000 pg.29)

**NB: Primary classes will include children who previously would have been assigned to a single grade level.

D.2.3 Maximums shall be in force by September 30 each year or as shortly thereafter as possible.

D.2.4 The guidelines can be exceeded by one (1) student for split classes or multi-age classes and two (2) students for other classes before any assistance must be provided. Effective July 1, 1993, the guidelines can be exceeded by one (1) student for split classes, multi-age classes, full-day primary classes (P2 - P4) and intermediate classes (grades 4 - 7) and by two (2) students for other classes before any assistance must be provided. The grade seven French Immersion classes at O'Connell Elementary for the 1993/94 school year only, will be composed of any current grade six French Immersion students and three (3) designated students. Accordingly, these classes can be exceeded by two (2) students before any assistance must be provided in the 1993/94 school year only. If these classes have thirty-two (32) students an additional thirty (30) minutes preparation time will be provided to each teacher.

D.2.5 The assistance provided when the guidelines are exceeded will be in the form of an additional teacher or, with the approval of the teacher concerned, a teacher's aide.

D.2.6 The teaching staff of a school may decide to exceed the guidelines for educationally sound reasons.

D.2.7 The number of students in a laboratory, shop, or other specialized classroom shall not normally exceed the number for which the facilities were designed.

D.2.8 The teacher who feels that the needs of a particular child in his/her class are so demanding/disruptive that they are detrimental to the learning conditions of that class, may refer the matter to the Administrative Officer of the school who shall confer with a school-based team consisting of:

the teacher;

the learning assistance teacher;

the school counsellor (if involved);

and other involved teachers, which may include the school staff representative.

This group shall collectively make all efforts to arrive at a creative solution at the school level.

- D.2.9 If no solution is arrived at, or if a solution is attempted but the problem persists, then the matter on the request of the school-based team shall, as soon as reasonably possible, be referred to a District Special Needs Review Committee.

The District Special Needs Review Committee is to be comprised of

the teacher of the special needs

child support staff (counselor, LAT, LD Teacher)

the school Administrative Officer

the District Principal of Student Services (or designate)

- D.2.10 The recommendations of the District Special Needs Review Committee shall be forwarded to the Superintendent of Schools, School District #67, who shall inform the committee regarding the actions taken in response to the recommendation.

D.3.0 MAINSTREAMING/INTEGRATION OSTU

- D.3.1 For the purposes of this Agreement, students with special educational needs are those identified by the District Principal of Student Services after consultation with the School Based Team, and such resource people as may be required by the District Principal of Student Services in order to assess accurately the student's educational needs and requirements.

D.3.1.1 Should the District Principal of Student Services decide that a student who has been identified by the School Based Team, does not qualify for additional resources, a full written explanation will be provided to the School Based Team. The School Based Team will have the right to have this decision reviewed by the Board.

- D.3.2 The Board and the Union agree that the placement of a student with special educational needs into a heterogeneous class of students on an ongoing basis shall be preceded by consultation with the teacher(s) and other persons who will be involved.

- D.3.3 In making any decision on the placement of a student to be integrated, the factors to be taken into account in this process of consultation will include: the student's medical,

physical and educational needs, the proposed program for the student, adjustments of class sizes, and the professional opinion of the teacher or teachers who may be affected.

- D.3.4 The Board shall provide additional resources which it considers necessary for the integration of the student. These necessary resources shall be determined after consultation among those persons described in paragraph D.3.3, and shall include aide time.
- D.3.4.1 In advance of placement, teachers of integrated students shall, as determined by the District Principal of Student Services, be given release time from the instructional day to determine the needs of such students, to receive related training, and to consult with other staff and resource persons, and where appropriate teacher assistants and/or personal attendants regarding such students. The scheduling of such release time is to be subject to the approval of the Principal.
- D.3.4.2 Teachers shall not be expected to take such training during the months of July and August. Where, at the request of the Board, a teacher agrees to take, and completes such training approved by the District Principal of Student Services, the Board, after consultation with the teacher shall either pay him/her at a rate of one-two hundredth (1/200) of the current annual salary of the teacher or give the teacher paid time off during the school year in lieu of such pay. Such consultation shall take place before the teacher agrees to take the course. The teacher shall be reimbursed for reasonable expenses incurred.
- D.3.4.3 Compensation by pay or time off under paragraph D.3.4.2 for partial days worked shall be a minimum of one-half (1/2) day.
- D.3.5 Appropriately trained persons shall be responsible to administer medication, to perform medical procedures, or to attend to physical needs. The School Board shall establish a system for the administration of medication and medical procedures.
- D.3.6 Clear procedures shall be established for the carrying out of fire and earthquake drills that expedite the evacuation and care of handicapped children.
- D.3.7 Board approved intercommunication devices shall be provided in rooms where emergency aid may be required.
- D.3.8 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.

- D.3.9 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.
- D.3.10 Where a student with special educational needs has been placed in a class or classes, there shall be release time for ongoing evaluation of the placement with the teacher(s) involved, including the collaborative preparation of IEPs.
- D.3.11 The placement in an established school of a resource room or special program shall occur only after consultation among District Staff, administrator(s), teachers and parents concerned.
 - D.3.11.1 This consultation shall begin as early as possible and preferably no later than five (5) months prior to placement.
 - D.3.11.2 Consideration shall be given to staffing, aide and clerical time allotments, equipment/furniture monies, and administrative assistance time.
- D.3.12 To ensure that all students receive adequate attention, no more than two (2) students with special educational needs shall normally be integrated at the same time into any one (1) regular classroom. This number shall be exceeded only by mutual agreement of the Board and the Union.

D.4.0 HOURS OF WORK (Preparations and Planning) OSTU

- D.4.1 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.
- D.4.2 There shall be no increase in the weekly instructional assignment of a full-time teacher during the term of this Agreement.
- D.4.3 Each full time elementary teacher's weekly instructional hours, exclusive of noon intermission, shall not exceed twenty-five (25) hours.
- D.4.4 A full-time elementary teacher's weekly instructional assignment shall include sixty (60) minutes per five day week of non-instructional (preparation) time; divided into two (2) periods of thirty (30) minutes within each week. Effective July 1, 1993, a full-time elementary teacher's weekly instructional assignment shall include eighty (80) minutes per five-day week of non-instructional (preparation) time; divided into two (2) periods of forty (40) minutes each within each week.

D.4.5 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. At Penticton Secondary School, as long as the current timetable is in effect, the twenty-seven and one-half (27 1/2) hours may be exceeded, but no increase above current levels shall be made.

D.4.6 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.

At Penticton Secondary School, as long as the current timetable is in effect, teachers shall be entitled to one preparation period per timetable cycle.

Full-time middle school teachers shall be entitled to one preparation period of 48 minutes per timetable cycle. [MCM effective July 1, 1999]

D.4.7 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.

D.4.8 Part-time teachers shall receive preparation time pro-rated according to their teaching assignment.

D.4.9 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.

D.5.0 REGULAR WORK YEAR FOR TEACHERS OSTU

D.5.1 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.

D.5.1.1 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.

D.5.2 The regular work year for the teacher shall include:

D.5.2.1 five (5) non-instructional days for professional development as follows:

D.5.2.1.1 two (2) District days;

D.5.2.1.2 three (3) school based days.

- D.5.3 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.
- D.5.4 The first day of Spring break shall be the third Monday in March, except for 1991 when Spring break shall commence on March 28. 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.
- D.5.5 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.
- D.5.6 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.
- D.5.7 Any work performed by employees covered by this Agreement beyond the teacher's regular work year shall be voluntary.
- D.5.8 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.
- D.5.9 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.
- D.5.10 The work year of a psychologist shall not exceed the total number of days in session established for teachers pursuant to D.5.1 between July 1 and June 30, provided that no days of work may be scheduled during the Christmas or the spring break without the agreement of the employee. Psychologists who agree to work more than the number of days so established shall be compensated pursuant to Article D.5.8. [MCM Aug. 21/00]

D.6.0 DURATION OF SCHOOL DAY OSTU

- D.6.1 In an elementary school the duration of the school day shall not exceed six (6) hours inclusive of:
- D.6.1.1 instructional time not to exceed five (5) hours of instructional time which shall be inclusive of fifteen (15) minutes of recess;

- D.6.1.2 a regular lunch intermission.
- D.6.2 In a secondary school the duration of the school day shall not exceed six (6) hours and thirty (30) minutes inclusive of:
 - D.6.2.1 five (5) hours and thirty (30) minutes of instructional time which shall be inclusive of time allotted for homeroom, students to change classes, breaks;
 - D.6.2.2 a regular lunch intermission.
- D.6.3 It is agreed that Penticton Secondary is an exception to the above provisions, as long as their current timetable is retained.
- D.6.4 Where practicable, part-time assignments in secondary schools shall be scheduled in consecutive teaching blocks.
- D.6.5 [LOU signed April 26, 2001]: Middle schools shall be considered “secondary schools” with the following conditions:
 - D.6.5.1 the duration of the school day will not exceed 6 hours and 5 minutes inclusive of:
 - D.6.5.1.1 five hours and 20 minutes of instructional time which shall be inclusive of time allotted for homeroom, students to change classes, breaks; and
 - D.6.5.1.2 a regular lunch intermission.

D.7.0 SUPERVISION DUTIES (NOON HOUR SUPERVISION) OSTU

- D.7.1 Teachers shall not be required to perform noon-hour supervision.
- D.7.2 Other supervision duties shall not be increased.

D.8.0 EXTRA-CURRICULAR ACTIVITIES LM/OSTU

- D.8.1 In this Agreement, extra-curricular activities include all those that are beyond the provincially prescribed and locally determined curricula of the District.
- D.8.2 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.
- D.8.3 Involvement or non-involvement in extra-curricular activities shall not form any part of a position vacancy posting or the evaluation of a teacher.

D.8.4 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.

D.9.0 STAFF MEETINGS LM/OSTU

D.9.1 The principal shall give seven (7) days' notice of regular staff meetings.

D.9.2 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.

D.9.3 Written minutes of staff meetings shall be kept and circulated to all staff members.

D.9.4 Staff meetings shall be held only on prescribed school days as defined in this Agreement.

D.9.4.1 Despite D.9.4, staff meetings for psychologists may be held on any work day within the work year established pursuant to D.5.10. [MCM effective Aug. 21/00]

D.9.5 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.

D.9.6 There shall be a maximum of one (1) regular staff meeting per month.

D.10.0 HEALTH AND SAFETY LM/OSTU

D.10.1 The Employer agrees to maintain a safe, hygienic, and healthy environment in the work place.

D.10.2 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.

D.10.3 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.

D.10.4 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.

D.10.5 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.

- D.10.6 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.
- D.10.7 The examination of students for communicable diseases or infestations shall not be the responsibility of any teacher.
- D.10.8 The Board shall develop an earthquake preparedness and earthquake education plan.

D.11.0 OSTU INVOLVEMENT IN DISTRICT BUDGET PROCESS LM/OSTU

- D.11.1 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.

D.12.0 BEGINNING TEACHERS OSTU

- D.12.1 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.
- D.12.2 Wherever possible, special consideration shall be given to the assignments of beginning teachers.
- D.12.3 A school based mentoring program shall be developed that is voluntary for both the teacher-mentor and the beginning teacher.

D.13.0 TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS LM/OSTU

- D.13.1 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.

D.14.0 HOME EDUCATION OSTU

- D.14.1 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.
- D.14.2 A teacher assigned responsibility for provision of educational services to a home schooled student shall normally be a teacher with District educational support responsibilities.

D.14.3 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.

D.14.4 In the event a home education student is assigned to a classroom teacher on a regularly scheduled basis, then it will be recognized in the allotment of that teacher's assignment and workload.

D.15.0 BEGINNING PRIMARY OSTU

D.15.1 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.

D.15.2 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

E.1.0 NON-SEXIST ENVIRONMENT [P.C.–E.1]

- E.1.1 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.
- E.1.2 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.

E.2.0 HARASSMENT/SEXUAL HARASSMENT [P.C.–E.2]

[Note: Please refer to the March 14, 1997 Letter of Understanding No. 2, attached to this contract which may affect the operation of this Article.]

E.2.1 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.

E.2.2 Definitions:

- a. For the purpose of this article harassment shall be defined as including:
 - i. sexual harassment; or
 - ii. any improper behavior that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or
 - iii. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates, or humiliates another person; or
 - iv. the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
 - v. such misuses of power or authority as intimidation, threats, coercion and blackmail.

- b. The definition of "sexual harassment" shall include:
 - i. any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behavior is unwelcome; or
 - ii. any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
 - iii. an implied promise of reward for complying with a request of a sexual nature; or
 - iv. a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may

include a reprisal or a threat of reprisal made after a sexual advance is rejected.

E.2.3 Resolution Procedure:

a. Step 1

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

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

b. Step 2

i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.

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

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

c. Step 3

i. The employer shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating

complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.

- ii. The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

E.2.4 Remedies:

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

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

E.2.5 Training:

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

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

- b. Within twelve (12) months of the concluding of the collective agreement, the employer shall have a training program in place. The program shall include but not be limited to:
 - i. the definitions of harassment and sexual harassment as outlined in this Agreement;
 - ii. understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
 - iii. developing an awareness of behavior that is illegal and/or inappropriate;
 - iv. outlining strategies to prevent harassment and sexual harassment;
 - v. a review of the resolution of harassment and sexual harassment as outlined in this Agreement;
 - vi. understanding malicious complaints and the consequences of such;
 - vii. outlining any board policy for dealing with harassment and sexual harassment;

- viii. outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

E.3.0 APPOINTMENT TO THE TEACHING STAFF OF THE DISTRICT OSTU

E.3.1 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:

E.3.1.1 Temporary contract appointments:

E.3.1.1.1 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

E.3.1.1.2 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.4.6,

E.3.1.1.2.1 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

E.3.1.1.3 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.4.1.3.3 (Part-time Employees Employment Rights), or

E.3.1.1.4 to a certified Teacher on Call, retroactively upon completion of a total of twenty (20) days or more in one assignment in accordance with Section C.6 (Teacher on Call Employment Rights) of this Agreement.

E.3.1.2 Teacher on Call appointments made in accordance with the provisions of this Agreement.

E.4.0 POSTING AND FILLING VACANT POSITIONS OSTU

- E.4.1 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.
- E.4.2 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.
- E.4.3 Positions becoming vacant in July or August shall be posted in the Board Office with a copy to the OSTU.
- E.4.4 All postings shall include the nature and location of the assignment position.
- E.4.5 The filling of position vacancies shall proceed in the following order of priority:
- E.4.5.1 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.8.0 and G.16.0. 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.
 - E.4.5.2 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.
 - E.4.5.3 Teachers entitled to recall as per the Seniority, Lay-off, Recall, Severance Article of this Agreement.
 - E.4.5.4 Part-time continuing teachers requesting an increase in teaching assignment.
 - E.4.5.5 Temporary teachers.
 - E.4.5.6 Teachers on Call and other applicants.
- E.4.6 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:

E.4.6.1 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;

E.4.6.2 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.

E.4.7 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.

E.4.8 The parties agree that the selection and assignment of teachers is the responsibility of the Board, subject to the provisions of this Agreement.

E.5.0 OFFER OF APPOINTMENT TO THE DISTRICT OSTU

E.5.1 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.

E.5.2 The Board shall confirm an offer of appointment to the District, in writing, by electronic mail or by telegram within 48 hours.

E.5.3 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.

E.5.4 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.5.3.

E.6.0 EMPLOYER INITIATED TRANSFERS OSTU

E.6.1 Transfers shall not be initiated by the Employer for arbitrary or capricious reasons.

E.6.2 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.

- E.6.3 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.
- E.6.4 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.
- E.6.5 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.
- E.6.6 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.6.3 and E.6.4 above.
- E.6.7 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.
- E.6.8 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.
- E.6.9 Any teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for three (3) school years.
- E.6.10 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.

E.7.0 TEACHER INITIATED TRANSFERS OSTU

- E.7.1 The Union and the Employer endorse the concept that voluntary transfers are one method by which teachers experience professional growth.
- E.7.2 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.

- E.7.3 The filling of vacancies pursuant to this article shall proceed in accordance with Section E, Article 4 of this Agreement.
- E.7.4 As many transfers as possible shall be finalized prior to June 15 of the school year.
- E.7.5 If the request for transfer is fulfilled, the teacher shall be notified in writing as soon as possible.
- E.7.6 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.
- E.7.7 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.7.7) shall be made by May 31 of each year. Such exchanges (E.7.7) 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.

E.8.0 TEACHING ASSIGNMENTS OSTU

- E.8.1 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.
- E.8.2 The Staff Committee may make recommendations regarding timetabling and teacher assignments.
- E.8.3 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.
- E.8.4 If a change in assignment is made, the teacher will be notified as soon as it is known.

E.8.5 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.

E.9.0 EVALUATION OF TEACHERS OSTU

E.9.1 All reports on the work of a teacher shall be in writing.

E.9.2 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.

E.9.3 The criteria to be used are attached to and form part of this Collective Agreement. (See Appendix G).

E.9.4 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.

E.9.5 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.

E.9.6 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.

E.9.7 Reports shall be prepared by the Superintendent, Assistant Superintendent or Administrative Officers.

E.9.8 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.

E.9.9 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.

E.9.10 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.

- E.9.11 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.
- E.9.12 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.
- E.9.13 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.
- E.9.14 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.
- E.9.15 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.
- E.9.16 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.

E.10.0 NO DISCRIMINATION LM/OSTU

- E.10.1 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.
- E.10.2 The Board will not condone or tolerate any written or verbal expression of sexism or racism.

E.11.0 PERSONNEL FILES LM/OSTU

- E.11.1 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.
- E.11.2 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.

- E.11.3 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.
- E.11.4 The employer agrees that only factual material and materials relevant to the employment of the teacher shall be maintained in personnel files.
- E.11.5 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.
- E.11.6 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.
- E.11.7 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.

E.12.0 SCHOOL ACT APPEALS LM/OSTU

- E.12.1 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.
- E.12.2 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.
- E.12.3 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:
 - E.12.3.1 the teacher and the Union shall immediately be notified of the appeal and shall be entitled to receive all documents relating to the appeal;
 - E.12.3.2 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;

- E.12.3.3 The teacher shall have the opportunity to provide a written reply to any allegations contained in the appeal.
- E.12.4 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.

E.13.0 FALSELY ACCUSED EMPLOYEE ASSISTANCE OSTU

- E.13.1 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
 - E.13.1.1 an investigation by the Board has concluded that the accusation is false, or
 - E.13.1.2 an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false;
- E.13.2 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;
 - E.13.2.1 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.
 - E.13.2.2 short term (less than three (3) months) leave of absence with pay.
 - E.13.2.3 first priority for transfer to any vacant teaching position requested by the teacher for which he/she possesses the necessary qualifications.
 - E.13.2.4 where requested by the teacher, provision of factual information to parents by the Board.
- E.13.3 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 DEVELOPMENT

F.1.0 PROFESSIONAL DEVELOPMENT FUNDING AND CONTROL LM/OSTU

F.1.1 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.

F.1.1.2 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.

F.1.2 The District Professional Development Funding Committee shall be chaired by the Union's professional development chairperson, who shall have voting rights.

F.1.3 The District Professional Development Funding Committee shall be comprised as follows:

F.1.3.1 three (3) representatives of the Union in addition to the professional development chairperson;

F.1.3.2 three (3) representatives of the District.

F.1.4 The Professional Development Fund will not be required to finance curriculum implementation in the District.

F.1.5 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:

F.1.5.1 the OSTU Pro-D chairperson who shall chair the committee;

F.1.5.2 one (1) teacher representative from each school;

F.1.5.3 one (1) representative of administrative officers;

F.1.5.4 the Superintendent or designate;

F.1.5.5 one (1) representative of the Board.

F.1.6 The Employer shall provide ten (10) Teacher on Call days to the District Professional Development Committee to plan and organize professional development activities.

F.1.7 The School Professional Development Committee shall include an Administrative Officer of the school.

F.2.0 DAYS FOR PROFESSIONAL DEVELOPMENT OSTU

F.2.1 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.

F.2.2 Professional Development days shall be considered as instructional days for salary purposes.

F.2.3 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.

F.3.0 CURRICULUM IMPLEMENTATION OSTU

F.3.1 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.

F.3.2 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.

F.3.3 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.

F.3.4 Funding and time for curriculum implementation shall be provided by the Employer.

F.3.5 The committee shall receive full information on Ministry funding for curriculum implementation and change.

F.4.0 SCHOOL ASSESSMENTS/ACCREDITATION OSTU

F.4.1 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.

- F.4.2 The school shall receive full information on Ministry funding/resources available for school assessment/accreditation and follow-up activities.
- F.4.3 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.
- F.4.4 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.
- F.4.5 The external assessment/accreditation team's report shall be provided to the school staff concerned, the Board, and when appropriate the Ministry of Education.
- F.4.6 Ministry funds targeted for follow-up activities in a school shall only be used for those purposes.

F.5.0 PROFESSIONAL AUTONOMY OSTU

- F.5.1 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

G.1.0 SICK LEAVE OSTU

- G.1.1 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.
- G.1.2 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.
- G.1.3 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).
- G.1.4 Each teacher shall receive by October 31 an annual statement of his/her accumulated sick leave as of June 30.
- G.1.5 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.
- G.1.6 A teacher may be required to provide an acceptable medical certificate in relation to any absence due to illness or injury.
- G.1.7 Sick leave accumulated and unused prior to June 30, 1988 shall be carried forward on behalf of each teacher.

G.2.0 WORKERS' COMPENSATION BOARD - LEAVE WITH PAY OSTU

- G.2.1 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:
- G.2.1.1 the Employer shall be reimbursed by the W.C.B. for the compensation amount;

G.2.1.2 the employee shall receive his/her regular salary to a maximum of six (6) months;

G.2.1.3 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.

G.2.2 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.

G.2.3 In neither of the above sections shall the income of the teacher exceed that received had the teacher been at work.

G.3.0 COMPASSIONATE LEAVE OSTU

G.3.1 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.

G.4.0 BEREAVEMENT LEAVE OSTU

G.4.1 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.

G.4.2 A teacher shall be granted one (1) day leave with pay to attend the funeral of any relative not listed above.

G.5.0 FUNERAL LEAVE OSTU

G.5.1 A teacher shall be granted up to one-half (1/2) day leave with pay to act as a pallbearer at a funeral.

G.6.0 JURY DUTY/COURT APPEARANCE OSTU

G.6.1 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.

- G.6.2 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.
- G.6.3 A teacher who attends court ceremonies to become a Canadian Citizen shall be granted one (1) day's leave with pay for that purpose.

G.7.0 COMMUNITY SERVICE OSTU

- G.7.1 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.

G.8.0 POLITICAL LEAVE OSTU

- G.8.1 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.
- G.8.2 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.

G.9.0 LEAVE FOR OUTSIDE ASSIGNMENT OSTU

- G.9.1 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:
- G.9.1.1 four (4) years prior satisfactory service within the District shall be required;
 - G.9.1.2 requests for leave must be received at least three (3) teaching months prior to the expected commencement of leave;
 - G.9.1.3 notification of the teacher's intention to return shall be required at least three (3) months prior to the expected return;

G.9.1.4 upon return to the District, the teacher may be assigned to any position within the District;

G.9.1.5 the number of teachers allowed leave under this policy at any one time shall be limited to two (2).

G.10.0 PERSONAL LEAVE OSTU

G.10.1 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:

G.10.1.1 the requested leave period is one (1) academic year;

G.10.1.2 written notice of at least three (3) teaching months is given;

G.10.1.3 upon return to the District, the employee may be assigned to any position within the District;

G.10.1.4 a teacher shall only be allowed leave under this provision once every five (5) years.

G.10.2 The request for leave shall not unreasonably be denied.

G.11.0 EDUCATIONAL LEAVE WITHOUT PAY OSTU

G.11.1 Leave of absence without pay may be granted for the purpose of further educational studies or other professional development on the following basis:

G.11.1.1 such leave shall be not less than four (4) months or more than two (2) years in length;

G.11.1.2 three (3) years prior satisfactory service within the District shall be required;

G.11.1.3 requests for leave must be received at least three (3) teaching months prior to the expected commencement of leave.

G.11.2 Documentary support of the applicant's intentions must be provided to the Superintendent of Schools upon application for leave under this section.

G.11.3 Notification of the teacher's intention to return shall be required at least three (3) months prior to the expected return.

- G.11.4 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.
- G.11.5 The number of teachers allowed leave under this Article, at any one time, will be determined by the Board.

G.12.0 EDUCATIONAL LEAVE WITH PAY OSTU

- G.12.1 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:
 - G.12.1.1 work to be undertaken should be at the post-graduate level;
 - G.12.1.2 courses must be of practical value to the School District;
 - G.12.1.3 three (3) years prior satisfactory service within the School District shall be required;
 - G.12.1.4 documentary support of the applicant's intentions must be provided to the Superintendent of Schools upon application for leave under this section;
 - G.12.1.5 such requests will be considered on an individual merit basis.
- G.12.2 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.

G.13.0 ACADEMIC LEAVE OSTU

- G.13.1 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.
- G.13.2 A teacher shall be granted up to two (2) days with pay to attend convocation to receive an academic degree.
- G.13.3 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.

G.14.0 SPECIAL CIRCUMSTANCES LEAVE OSTU

- G.14.1 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 PC0, for each day of leave.

G.15.0 HOLIDAY EXTENSION LEAVE OSTU

G.15.1 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.

G.15.1.1 At least thirty (30) days' notice shall be required.

G.15.1.2 The Superintendent must be satisfied that the educational need can be adequately met.

G.15.1.3 A salary deduction of 1/200th of the employee's annual salary shall be made for each day of leave.

G.15.1.4 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.5 (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.

G.16.0 MATERNITY LEAVE OSTU

G.16.1 A pregnant teacher shall be granted upon request, a leave of absence without pay to a maximum of two (2) years.

G.16.2 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.

G.16.3 Short-term Maternity Leave

G16.3.1 The term of a short-term maternity leave shall be:

G.16.3.1.1 as provided for in Part 7 of the Employment Standards Act (1980), or;

G.16.3.1.2 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.

G.16.3.2 A teacher on short-term maternity leave shall receive experience recognition for the duration of the leave.

G.16.3.3 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.

G.16.4 Extended Maternity Leave

G.16.4.1 Extended Maternity Leave is leave beyond the term of short-term maternity leave.

G.16.4.2 The term of extended maternity leave shall not exceed one year and the commencement and return dates shall coincide with natural term breaks.

G.16.4.3 A teacher on extended maternity leave shall not receive experience recognition for the duration of the extended maternity leave.

G.16.4.4 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.

G.16.5 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.16.3 and G.16.4 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.

G.16.6 Early return and emergency situations

G.16.6.1 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.

G.16.6.2 A teacher intending to make an early return to duty shall submit a written application and, where applicable, a medical certificate.

G.16.7 A teacher returning to duty following a short-term or extended maternity leave shall be reassigned to:

G.16.7.1 the same position in the same school, or if the position does not exist;

G.16.7.2 a comparable position in the same school, commensurate with the teacher's experience and qualifications, or if there is no such position available;

G.16.7.3 a comparable position in the District.

G.17.0 ADOPTION LEAVE OSTU

G.17.1 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.

G.17.2 Unpaid leave equivalent to the maternity leave provisions of the Agreement shall be granted in the case of adoption.

G.18.0 MATERNITY (SUB PLAN) OSTU

G.18.1 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:

G.18.1.1 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;

G.18.1.2 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.

G.18.1.3.1 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.

G.18.1.3.2 Employees have no vested right to payments under the Plan except to payments during a period of unemployment specified in the Plan.

G.18.1.3.3. 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.

G.18.2 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.

G.19.0 PATERNITY LEAVE OSTU

G.19.1 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.

G.20.0 PARENTAL LEAVE OSTU

G.20.1 A parental leave (inclusive of adoption) leave shall be granted upon request;

G.20.1.1 as provided for in Part 7 of the Employment Standards Act, or;

G.20.1.2 for a stated period of time beyond G.20.1.1 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.16.2. The teacher shall be granted the same benefits, experience recognition and return to duty provisions of the Maternity Leave (G.16.0) clause.

G.21.0 PARENTHOOD LEAVE LM/OSTU

G.21.1 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.

G.21.2 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.

G.21.3 Unless exceptional circumstances exist, applications shall be submitted no less than three (3) months prior to the requested commencement date of the leave.

G.21.4 Parenthood Leave shall be granted to either parent if both parents are teaching employees of the Board.

G.21.5 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.

G.22.0 DEFERRED SALARY LEAVE PLAN LM/OSTU

G.22.1 The Employer agrees to administer a mutually acceptable Deferred Salary Leave Plan.

~~APPENDIX A ASSOCIATED PROFESSIONALS~~

Replaced by Letter of Understanding Re Psychologists [MCM August 21, 2000]

Whereas the Labour Relations board on April 21, 1998, granted a variation in the certification of the BCTF to include psychologists employed by the Board.

The parties agree to establish terms and conditions of employment for those employees as follows [article references changed to reflect current numbering]:

1. The Collective Agreement as it relates to employees in School District No. 67 (Okanagan Skaha) shall apply in full to psychologists except where the agreement language relates solely and exclusively to classroom based assignments (e.g. class size or class composition provisions), or where specifically modified by this Letter of Understanding. Wherever the term “teacher” is used in a provision in the Collective Agreement, that provision applies to psychologists.
2. The parties agree that Article B.6.2 shall be amended by adding B.6.2.1 as follows: “The category placement of psychologists shall be determined in line with the principles established by the Teacher Qualification Service and this agreement for determining the salary category of teachers based on years of university-level training.”
3. The parties agree that the Article B.6 shall be amended by adding B.6.9 as follows: “Experience recognition shall be granted in accordance with the applicable provisions of B.6 for professional employment as a psychologist in a school district, hospital, clinic or government funded agency, provided that:
 - B.6.9.1 Employment shall be deemed to be equivalent to one full work year as follows:
 - B.6.9.1.1 for school district employment, ten (10) months,
 - B.6.9.1.2 for other employment, twelve (12) months.
4. The parties agree that Article D.5 shall be amended by adding D.5.10 as follows: “The work year of a psychologist shall not exceed the total number of days in session established for teachers pursuant to D.5.1 between July 1 and June 30, provided that no days of work may be scheduled during the Christmas or the spring break without the agreement of the employee. Psychologists who agree to work more than the number of days so established shall be compensated pursuant to Article D.5.8.”
5. The parties agree that Article D.9 shall be amended by adding D.9.4.1 as follows: “Despite D.9.4, staff meetings for psychologists may be held on any work day within the work year established pursuant to D.5.10.”

6. The terms of this agreement come into effect as of the ratification of this Letter of Understanding except as agreed by the Local and the Board. The Local and the Board shall arrange a mutually agreeable transition from the benefit plans currently covering the incumbent to those provided in this agreement. Such a transition shall occur no later than September 30, 2000.
7. This agreement replaces Article B.6 and "Appendix A" of the District 67 agreement.

Date:

For the Local

For the Board

For BCTF

For BCPSEA

~~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. [Replaced by MCM August 21, 2000.]~~

Letter of Understanding re Middle Schools

Purpose

Effective July 1, 1999 to June 30, 2001, the parties agree that notwithstanding the terms and conditions of the Transitional Collective Agreement, as it applies to School District No. 67, the following terms and conditions will apply to School District #67 Middle Schools.

1. Article B.7.0 Positions of Special Responsibility

The Board has created the position of Team Leader which is equivalent to a Department Head – Level 2.

2. Article D.5.0 Duration of School Day

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.

3. Article D.3.0 Hours of Work

Each full-time teacher shall be entitled to one preparation period of 48 minutes per timetable cycle. Part-time teachers shall receive preparation time pro-rated according to their teaching assignment.

4. It is understood that the above letter of understanding is on a without prejudice basis to any collective bargaining that may occur at the provincial level on this topic. Furthermore, the parties agree that should there be language negotiated at the provincial table pertaining to middle schools, the provincial language shall supercede the terms and conditions contained in this letter of understanding.

Dated this 26th day of April, 2001, on behalf of:

S.D. 67 (Okanagan Skaha)
Vernon Berg

Okanagan Skaha Teachers’ Union
Don Henry

BCPSEA

BCTF
Neil Worboys

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 AND MIDDLE SCHOOL TEAM LEADER [MCM effective July 1, 1999]

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 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

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. Section D, Article 5(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.4.0 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 Section E.4.0 (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 of thirty dollars (\$30.00) (30.60) effective April 1, 2000 per full day. 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 thirty dollars (\$30.00) (3.60) effective April 1, 2000) for each full day following the first day as tea-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. Endeavors to maintain current knowledge of his/her teaching assignment.
2. Endeavors 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 endeavors 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.

LETTER OF UNDERSTANDING NO. 1: (DESIGNATION OF LOCAL AND PROVINCIAL MATTERS IN “APPENDIX 1” AND “APPENDIX 2”)

This Letter of Understanding, including Appendix 1 (Provincial Matters) and Appendix 2 (Local Matters) is not reproduced here. It is relevant for purposes of local and provincial negotiations, and for the later stages of processing grievances. Copies of this Letter of Understanding and Appendices are available from the local union office, the board office, British Columbia Teachers’ Federation (Bargaining Services Division) or British Columbia Public School Employers’ Association.

**LETTER OF UNDERSTANDING NO. 2: IMPLEMENTATION OF ARTICLE E.2.0
[P.C. ARTICLE E.2]**

Between

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

and

BRITISH COLUMBIA TEACHERS' FEDERATION

Concerning

(Harassment / Sexual Harassment)

The parties hereby agree to the following terms and conditions with regard to the implementation of Article E.2.0 [P.C. Article E.2] (Harassment / Sexual Harassment) of the collective agreement:

1. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
 - a) Step One of the Resolution Process in Article E.2.0 [P.C. Article E.2] shall be solely an attempt to mediate the complaint;
 - b) Any and all discussions at Step One shall be completely off the record and will not form part of any record;
 - c) Only the complainant, respondent, and administrative officer shall be present at Step One meetings;
 - d) No discipline of any kind would be imposed on the respondent; and
 - e) 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 Step One.
2. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of #1 above, 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.
3. In the circumstances where a respondent has acknowledged responsibility pursuant to #2 above, the employer may advise a respondent of the expectations of behavior

pursuant to Article E.2.0 [P.C. 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.

4. The form of complaint at Step Two should include specific behaviors 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.

Dated this 14th day of March, 1997.

Original signed by

Alice McQuade

BCTF President

Original signed by

Sherida Harris

BCPSEA

Provincial Letter of Understanding No. 3: Mid Contract Modifications

Between
The British Columbia Teachers' Federation (BCTF)
And
The British Columbia Public School Employers' Association (BCPSEA)

The parties agree to the following to resolve disputes arising out of the implementation of the Provincial Collective Agreement:

1. Obligations of Boards re: Non-Enrolling/ESL Ratios
 - a. Boards are obligated to maintain the ratios so that they do not decrease below the 1997-98 ratios in Appendix A, including any amendments thereto.
 - b. Where a Board receives funding in order to decrease the ratios of non-enrolling/ESL teachers to students, the Board is obligated to expend the funds received exclusively on hiring additional teachers to those produced

by the ratios in (a) above within the category specified including costs necessarily and directly related thereto. A Board is not required to spend funds beyond those allocated by the Agreement for the purpose of decreasing the ratio and thus may not be able to meet the Appendix A ratios set out for Years 2 and 3.

- c. Where the 1997-98 ratio in Appendix A does not accurately reflect the non-enrolling/ESL service level in place on September 30, 1997, and where disputes regarding compliance have arisen, the 1997-98 ratio will be adjusted to reflect the level of service agreed by the Board and the Local by applying the following principles:
- i. if the revised ratio remains superior to the provincial minimum ratio, then the revised ratio forms the base and Appendix A will be amended accordingly,
 - ii. if the revised ratio is inferior to the provincial minimum ratio, then the provincial minimum becomes the ratio in either Year 2 or 3.
 - iii. where the ratio in Appendix A included Administrative Officers in the "teacher" column when the levels of service were reported for 1997-98,
 - (i) if removal of the number of Administrative Officers from the 1997-98 ratio results in a ratio that remains superior to the provincial minimum ratio, then the revised ratio forms the base and Appendix A will be amended accordingly.
 - (ii) if removal of the number of Administrative Officers from the ratio results in a ratio that is inferior to the provincial minimum ratio, the incumbent is grandfathered. When the individual leaves the position he/she can no longer be counted for purposes of meeting the ratio and the ratio must be met by counting only teachers within the bargaining unit.
- d. Should Article A.1.2 of the Provincial Collective Agreement come into effect, the obligations of Boards will continue as outlined in a. and b. above as long as the Ministry continues to replicate both the funding and the funding distribution system for Year 3 as outlined in Appendix A except where amended by mutual agreement of the parties and subject to the Ministry providing a letter confirming that the funding distribution system and monies in place for Year 3 will be replicated during any bridging period prior to the ratification of a subsequent collective agreement.

2. Resolution of outstanding district-specific disputes.

a. School District No. 6 (Rocky Mountain)

Special Education Appendix A ratio for Years 2 and 3 of the agreement is 1:342

The parties agree to request Ministry funding for the necessary additional FTE teachers to assist in meeting this ratio.

b. School District No. 23 (Central Okanagan)

Learning Assistance Appendix A ratio for Years 2 and 3 of the agreement is 1:490

c. School District No. 33 (Chilliwack)

Special Education Appendix A ratio for Years 2 and 3 of the agreement is 1:342

d. School District No. 43 (Coquitlam)

Learning Assistance Appendix A ratio for Years 2 and 3 of the agreement is 1:504

e. School District No. 64 (Gulf Islands)

Counselling Appendix A ratio for Years 2 and 3 of the agreement is 1:651

f. School District No. 78 (Fraser Cascade)

Teacher Librarian Appendix A ratio for Years 2 and 3 of the agreement is 1:569

g. School District No. 79 (Cowichan Valley)

Teacher Librarian Appendix A ratio for Years 2 and 3 of the agreement is 1:559

3. Process to resolve outstanding district-specific disputes

The parties each agree to name an individual representative to meet and discuss the following disputes (a. and b.) with the local parties and to attempt to achieve a resolution by June 10, 1999.

a. School District No. 40 (New Westminster)

Counselling

Learning Assistance

Teacher Librarian

ESL

- b. School District No. 71 (Comox)

Teacher Librarian

Special Education

4. Teacher Librarian Preparation Time Relief

- a. The BCTF agrees to withdraw its grievance pertaining to the provision of preparation time relief with respect to the following districts:

i. School District No. 22 (Vernon)

ii. School District No. 27 (Cariboo-Chilcotin)

iii. School District No. 52 (Prince Rupert)

iv. School District No. 67 (Okanagan Skaha)

v. School District No. 75 (Mission)

vi. School District No. 82 (Coast Mountains)

- b. The parties agree that any matters in the above mentioned disputes (4.a) that pertain to 1530 reporting not related to the provision of preparation time relief by teacher librarians be referred to the process established in 3 above.

- c. The BCTF reserves the right to grieve any allocation of teacher librarian time to preparation time coverage that is not reasonably associated with the duties of a teacher librarian.

5. Primary Class Sizes and Special Needs Reductions

The parties agree that the grievance filed by BCPSEA will proceed to arbitration in an expedited manner such that every effort will be made to conclude the hearing in time to have a decision rendered prior to September 1, 1999.

6. Teachers-On-Call - Employment Insurance

For purposes of Employment Insurance, Boards will report 9.1 hours per day (pro rata for partial days) for teachers-on-call for all time reported on records of employment issued on or after June 11, 1999*. All previously issued Records of Employment, including coverage from September 1, 1997, will be revised on the basis of 9.1 hours per day and re-issued prior to October 31, 1999, unless a ruling from HRDC/Revenue

Canada disallows claims based on the reporting level contained in the collective agreement.

Should Employment Insurance not accept 9.1 hours and substitute a lower number, Boards will not participate in any appeal process. Participation in any appeal process is the responsibility of the teacher-on-call and the BCTF.

The grievance filed by the BCTF is hereby resolved.

*Note: this date is dependent upon signing this Letter of Understanding by June 4. Otherwise the date will need to change to reflect a date one week from signing.

7. Teachers-On-Call - Employment Standards Act (ESA) Part 7 (Annual Vacation) and Part 5 (Statutory Holidays)

The B.C. Labour Relations Board Decision No. B551/98 regarding Sections 43, 49 and 61 of the ESA requires “arbitrators to consider together the collective agreement provisions for all employees covered by the agreement, and to compare them to the corresponding requirements of the Act, as also considered together for all of the employees.”

The parties agree that until this decision of the LRB is beyond any form of appeal, that no grievances regarding the above matters will proceed to arbitration. Should Decision No. B551/98 remain the same, the BCTF will withdraw all grievances related to this issue.

8. Teachers-On-Call Benefits

The BCTF has identified 18 districts as not having advised teachers-on-call about their eligibility for benefits. BCPSEA will work with the districts identified to ensure that teachers-on-call eligible for benefits pursuant to Article B.2.4 are advised of that right. Where teachers-on-call have been advised that they are not eligible because of plan limitations, locals in those districts shall be provided with a copy of the master benefit plan identifying such limitations.

9. Accounting Manual Differences

The parties recognize that the methodology used to calculate service levels has varied from district to district.

Differences of interpretation by the parties of the Ministry of Education’s Accounting, Budgeting and Financial Reporting Manual shall be referred to a three person committee composed of representatives of BCPSEA, BCTF and the Ministry of Education for final and binding decision.

10. Combined Intermediate/Primary Class Sizes

The parties agree that all fractions occurring from combined intermediate/primary class size splits shall be rounded down.

11. ESL Funding - Appendix A

- a. For 1999/2000 and 2000/2001 school years, ESL PCA funding shall be provided to each district in the same amount as provided in 1998/1999.
- b. The number of ESL teachers required in each district for 1999/00 shall be the same number of ESL teachers as employed in 1998/1999.
- c. An equivalent ESL ratio to that contained in Appendix A shall be calculated for each district by dividing the number of Ministry funded ESL students enrolled in that district on September 30, 1999 by the number of ESL teachers pursuant to 11(b).
- d. The ratio calculated in 11(c) shall be applied to determine the number ESL teachers employed by each district in 2000/2001 in consideration of the number of ESL students enrolled in that district on September 30, 2000.
- e. In no case shall the equivalent ratio of ESL teachers to ESL students be inferior to 1:74.
- f. A correction shall be made to Appendix A for School District No. 39 (Vancouver) to correct the error contained in the 1997 Form 1530 reported level of service. A special purpose grant shall be provided to School District No. 39 to enable the provision of 27 FTE additional ESL teachers such that the total number of ESL teachers employed by School District No. 39 on September 30th, 1999 will be 335.4.

12. Spring Staffing Process

To amend the process outlined in Article D.1 [Provincial [Article D.1.6](#)] and Memorandum of Agreement [clauses 9.b, c](#) and d as follows:

- i. unchanged.
- ii. Prior to June 10, 1999 and May 30 in subsequent years, each School District shall hold a meeting with representatives of the Local for the purpose of general discussion of staffing plans for schools within that school district. The district shall make the local aware of any potential non-compliance with non-enrolling/ESL staffing ratios and/or the primary class size maximums and the reasons for that potential non-compliance.
- iii. In the event that the district concludes it is not able to achieve the required ratios and/or the primary class size maximums with the estimated funds, or that implementation of the article creates other costs which cannot be met with the allocated funds, the District shall, by no later than June 15 of that year submit its staffing plan to the Ministry with copies to the Local, BCTF and BCPSEA and state therein the reasons why, in the opinion of the District, it is not possible to achieve the ratios or maximums which would otherwise apply.

Provincial Letter of Understanding 4

Between
The B.C. Teachers' Federation (BCTF)
And
The B.C. Public School Employers' Association (BCPSEA)
LETTER OF UNDERSTANDING: APPROVED LIST OF ARBITRATORS—SPRING
STAFFING PROCESS

The parties agree that the following constitutes the list of agreed arbitrators, as referred to in item 12.v of the Letter of Understanding between the parties dated June 4, 1999:

Robert Blasina
Barbara Bluman
Jim Dorsey
Marguerite Jackson
Stephen Kelleher
Judith Korbin
Don Munroe
Vince Ready
Colin Taylor

Furthermore, the parties agree to divide the agreed to list into three categories, as follows:

- “A” – Jim Dorsey, Judi Korbin, Colin Taylor;
- “B” – Marguerite Jackson, Don Munroe, Vince Ready;
- “C” – Bob Blasina, Barbara Bluman, Stephen Kelleher.

The procedure for choosing an arbitrator under item 12.v of the Letter of Understanding is agreed to be as follows:

When a matter comes forward for reference to arbitration, the first arbitrator to be approached would be an agreed to person on the “A” list. If the parties are unable to agree who on the list should be approached first, then the first person in alphabetical order by last name from that list is to be approached first. If that arbitrator is available within 28 days to hear the dispute, then he or she will be appointed. If not, then the next arbitrator on the “A” list will be approached and the process will be repeated. If no one from the “A” list is available within 28 days, then arbitrators on the “B” list would be approached on the same basis. If, after exhausting both the “A” list and the “B” list, there is still no arbitrator who can hear the case within 28 days, then arbitrators on the “C” list would be approached on the same basis.

If the parties are still unable to find any arbitrator from the list to hear the case within 28 days, then the arbitrator will be the person from the “A” list with the first available time.

The second arbitration to come forward would follow the same system except that in the event that the parties are unable to agree who to approach first, then the first person on the “A” list alphabetically, who has not been assigned a case, would be the first approached. The same process as set out above would be repeated, if necessary, for arbitrators on the “B” and “C” lists. On subsequent arbitrations the arbitrator first approached from the “A” list will be chosen on an

alphabetical rotational basis unless there is agreement to the contrary. This same rotational system would apply to the “B” and “C” categories.

This letter of understanding shall expire upon the commencement of a new collective agreement.

For BCPSEA

For BCTF

Original signed by

Kenneth Werker

Original signed by

Kit Krieger

Dated June 22, 1999

ljl/utfe/IWA Local 1-3567

**Letter of Understanding 5
Between
The B.C. Teachers' Federation (BCTF)
And
The B.C. Public School Employers' Association (BCPSEA)**

**Provincial Letter of Understanding No. 5: Provincial Collective Agreement (PCA) Article
D.1 Staffing Formula Appendix A – Revised ESL Ratios**

The parties agree that pursuant to Letter of Understanding No. 3 (Provincial Collective Agreement – Resolution of Disputes and Mid-Contract Modifications) the ESL ratios for Year 3 on Appendix A have been revised as follows:

5	Southeast Kootenay	55.0	43	Coquitlam	62.4	67	Okanagan Skaha	58.1
6	Rocky Mountain	52.3	44	North Vancouver	55.3	68	Nanaimo-Ladysmith	63.0
8	Kootenay Lake	74.0	45	West Vancouver	51.6	69	Qualicum	35.0
10	Arrow Lakes	74.0	46	Sunshine Coast	36.9	70	Alberni	55.0
19	Revelstoke	62.5	47	Powell River	14.3	71	Comox Valley	53.2
20	Kootenay-Columbia	60.0	48	Howe Sound	48.0	72	Campbell River	39.9
22	Vernon	13.5	49	Central Coast	N/A	73	Kamloops/Thompson	64.0
23	Central Okanagan	54.0	50	Haida Gwaii/QC	27.0	74	Gold Trail	74.0
27	Cariboo Chilcotin	59.5	51	Boundary	39.1	75	Mission	23.5
28	Quesnel	36.1	52	Prince Rupert	31.8	78	Fraser Cascade	48.8
33	Chilliwack	74.0	53	Okanagan Sim.	62.7	79	Cowichan Valley	74.0
34	Abbotsford	57.9	54	Bulkley Valley	64.5	81	Fort Nelson	33.3
35	Langley	34.8	57	Prince George	44.4	82	Coast Mountains	74.0
36	Surrey	60.6	58	Nicola Similkameen	17.0	83	North Okanagan-S	24.5
37	Delta	50.9	59	Peace River South	43.8	84	Vancouver Island W	74.0
38	Richmond	53.4	60	Peace River North	74.0	85	Vancouver Island N	5.0
39	Vancouver	57.5	61	Greater Victoria	66.0	87	Stikine	74.0
40	New Westminster	61.4	62	Sooke	21.5	91	Nechako Lakes	55.0
41	Burnaby	63.4	63	Saanich	50.9	92	Nisga'a	N/A
42	Maple Ridge-Pitt M	33.3	64	Gulf Islands	17.0	93	CSF	N/A

The parties agree that this completes the exercise provided for in Letter of Understanding No. 3, paragraph 11 and includes the adjustment required to address the incorrect inclusion of Offshore teachers under the ESL category.

Date: June 19, 2000

David Chudnovsky
For BCTF

Hugh Finlayson
For BCPSEA

Provincial Letter of Understanding No. 6: Grievance Procedure Release and TOC Costs

The parties agree to amend Article A.6.9.e to read as follows:

- 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.

For BCTF

For BCPSEA

Neil Worboys

Hugh Finlayson

Dated: 27th day of October, 2000

Provincial Letter of Understanding No. 7

Between

The B.C. Teachers' Federation (BCTF)

And

The B.C. Public School Employers' Association (BCPSEA)

**Provincial Letter of Understanding No. 7 Re: Provincial Collective Agreement Article B.1:
Application of 2% Increase to Allowances**

The parties agree that effective April 1, 2000, the 2% general salary increase has application to allowances as follows:

2% to Apply

Department Head/Team Leader [MCM 07/99]
Positions of Special Responsibility
First Aid
One Room School
Isolation and Related Allowances
Moving/Relocation

2% Not to Apply

Mileage/Auto
Per Diems
Housing
ProD (unless formula-linked to the grid)
Clothing
Classroom Supplies

For BCTF:

Neil Worboys

For BCPSEA

Hugh Finlayson

Dated this 15th day of March, 2001

Okan Skaha MCM 990520
ljl/utfc/TWA Local 1-3567

INDEX

Access to Information.....	16
Access to Worksite	15
Accreditation	81
Aides.....	20, 21
Allowances	116
First Aid.....	32
Mileage	32
Appeals	27
Appointments	17, 39, 40, 71, 83
Continuing	23, 26, 40, 41, 43, 44, 71, 75
Offer of	73
Part-Time.....	30, 39, 40, 62, 72
Temporary	26, 40, 41, 43
Arbitration	6, 10, 11, 21
Arbitration of Grievances	6, 10, 11, 18, 21
Arbitration, Expedited	18, 19
Arbitrators, List	112
Assignments	16, 18, 19, 41, 43, 62, 64, 75, 76, 85, 101
Associated Professionals	30, 92, 93
Bargaining	6, 7, 8, 12, 17, 18, 19, 32, 65, 69, 93, 103
Bargaining Agent.....	7
Bargaining Unit	19
Beginning Teachers	64
Benefits.....	36
Coverage on Deferred Salary Leave.....	91
Death	36
Dental	34, 36
Employee Assistance Plan.....	33, 35
Extended Health	34
Group Life Insurance.....	34, 36
Medical Services	33, 34
Salary and Economic	22
Bereavement Leave	84
Bereavement/Compassionate Leave	84
Budget	64
Budget – School Board.....	64
Bulletin Boards.....	15, 75
Bulletin Boards - Union.....	15
Bulletin Boards – Union.....	15, 75
Categories, salary	22, 23, 24, 26, 27, 30
Class Size.....	18, 52, 55, 58
Special Needs Reductions	108
College of Teachers.....	14, 42
Committee Membership	8
Committees.....	8, 31, 57, 64, 80, 81
Committee Membership	8
District Professional Development.....	80, 81
Health and Safety	63
Staff Committees	16, 75
Community Service	85
Community Service, Elective Office.....	85
Contracting Out	17
Copies of Agreement.....	17
Court Appearance.....	84

Curriculum Implementation.....	81
Daily Rate	32
Days in Session.....	60
Deferred Salary Leave Plan.....	91
Definitions	67
Dental Plan	34, 36
Department Head.....	30, 31, 95, 96
Discipline and Dismissal	37, 38
Discipline for Misconduct	37
Discrimination Against Teachers	77
Dismissal Based on Performance	38
District Professional Development Committee	80, 81
Dues Deduction	7
Duration of School Day.....	62
Educational Leave	86, 87
Educational Leave Without Pay	86
Employee Assistance Plan (E.A.P. and/or E.F.A.P.).....	33, 35
Employee Assistance Plan (E.A.P.).....	33, 35
Employee Assistance Program	79
Employees on Call	
Evaluation.....	43
Employment Rights	37, 39, 40, 41, 71
Environment, Non-Sexist	66
Equipment and Supplies	15, 59, 97
ESL Funding.....	110
ESL Ratios.....	114
Evaluation.....	39, 43, 59, 63, 76, 78, 99
Evaluation of Teaching.....	38, 43, 76
Evaluation of Teaching Performance	38, 43, 76
Exclusions from the Bargaining Unit	19
Expedited Arbitration	18, 19
Experience Recognition.....	27
Extra-Curricular Activities	63
Falsely Accused Employee Assistance.....	79
Filling of Vacancies.....	72, 99
First Aid.....	32
Funeral Leave	84
Grievance Procedure	8, 38, 39, 69, 115
Group Life Insurance.....	34, 36
Harassment/Sexual Harassment.....	66, 67, 68, 69, 70, 104, 105
Head Teachers	31, 32, 98
Health and Safety	63, 64
Home Education	65
Hours of Work.....	59
Duration of School Day.....	62
Human Rights Code	77
Human Rights Code – No Discrimination.....	77
Increment Date	27
Increment Dates.....	27
Information, Access to.....	16
Initial Placement	26
Insurance	
Group Life	34, 36
Insurance, Group Life.....	34, 36
Integration of students with special needs	57
Internal Mail	16
Intimidation	12, 67

Jury Duty	84
Jury duty and court appearances.....	84
Layoff	44
Leaves	
Adoption.....	90
Bereavement.....	84
Community Service, Elective Office	85
Contract Negotiations.....	12
Deferred Salary.....	91
Educational.....	86, 87
Extended Maternity	89
Funeral.....	84
Jury Duty	84
Local and BCTF Business	13
Maternity	41, 88, 91
Negotiations.....	12
Parental.....	91
Parenthood.....	91
Paternity.....	91
Sick Leave	83
Leaves of Absence.....	83
Adoption.....	90
Bereavement.....	84
Community Service, Elective Office	85
Contract Negotiations.....	12
Court.....	84
Deferred Salary.....	91
Educational Leave	86, 87
Extended Maternity	89
Funerals	84
Jury Duty	84
Local and BCTF Business	13
Maternity	41, 88, 91
Negotiations.....	12
Parental.....	91
Parenthood.....	91
Paternity.....	91
Personal	86
Sick Leave	83
Workers' Compensation.....	83
Legislative Change	21
Letter of Permission	27
Letters of Understanding	30, 103, 104, 105
Life insurance	34, 35, 36
Lock Out.....	17
Lock Outs	17
Mainstreaming	57
Mainstreaming/Integration	57
Management Rights.....	20
Maternity Leave.....	41, 88, 91
Medical Services	33, 34
Medical Services Plan	33, 34
Meetings	
Staff	63
Staff Committee.....	16, 75
Membership Requirement	7
Mid Contract Modifications	105

Mileage Allowance.....	32
Minutes.....	64
No Contracting Out.....	17
No Discrimination.....	77
Non-Enrolling/ESL Ratios.....	105
Non-Sexist Environment.....	66
Noon Hour Supervision.....	62
Offer of Appointment.....	73
Parenthood Leave.....	91
Part Month Payments and Deductions.....	32
Part-Time Employees.....	39
Part-Time Employees' Employment Rights.....	39
Part-Time Teacher.....	30
Part-Time Teachers.....	30
General.....	30
Non-Instructional Time.....	60
Preparation Time.....	60
Paternity Leave.....	91
Pay	
Daily Rate.....	32
Periods.....	33
Pay Periods.....	33
Pension Plan.....	13, 36
Performance, Dismissal Based on.....	38
Personal Leave.....	86
Personnel Files.....	77
Personnel Practices.....	66
Picket Line.....	17
Picket Line Protection.....	17
Picket Lines.....	17
Positions of Special Responsibility.....	30
Posting and Filling of Vacant Positions.....	72
Preamble.....	5, 8
Preparation Time.....	56, 59, 60
Department heads.....	31
Primary Class Sizes and Special Needs Reductions.....	108
Professional Autonomy.....	82
Professional Development.....	80, 81
Professional Development Fund.....	80
Qualifications.....	26, 45, 73
Recall.....	44, 72
Recognition of Related Experience.....	29
Recognition of the Union.....	7
Registered Retirement Savings Plan.....	24
Regular Work Year.....	60, 88, 97
Reimbursement for Personal Property.....	35
Related Experience, Salary for.....	29
Release time.....	8, 13
Board committees.....	8
Renegotiation, Term of Agreement.....	6
Resignation.....	37
Right to Representation.....	16, 37, 74, 77
Safety and Health Committee.....	63, 64
Safety of Teachers.....	63
Salary	
Allowances.....	30
Daily Rate.....	32

Deductions	32
Initial Placement	26
Part Month Payments and Deductions	32
Pay Periods	33
Placement on Scale	26
Recognition of Related Experience	29
Teacher On Call Pay and Benefits	23
Salary Indemnity	24, 35, 36
Salary Protection	33
School Accreditation	81, 82
School Act Appeals	78
School Staff Committees	16
School Staff Representatives	15
School supplies and equipment	15, 59, 97
School Year	61
Seniority	44, 46, 72
Seniority List	46
Severance Pay	47
Sexual Harassment	66, 67, 69, 70, 104, 105
Sick Leave	47, 83
Staff Committees	16, 75
Staff Meetings	63
Staff Representatives	15
Staffing Formula	48
Strike	17, 42
Strike/lock-out	17, 42
Summer School	30
Supervision	62
Supervision Duties	62
Supplies and equipment	15, 59, 97
Teacher Assignment	85
Teacher Evaluation	76
Teacher On Call Pay and Benefits	23, 41
Teacher Workload	52
Teachers on Call	24, 33, 41, 42, 43, 59, 72, 80, 97
Pay Periods	33
Teachers on Call (see also Employees on Call)	24, 33, 41, 42, 43, 59, 72, 80, 97
Teachers-On-Call - Employment Insurance	108
Team Leader	30
Temporary Appointment	41, 43, 71
Temporary Teacher	40
Temporary Teachers' Employment Rights	40
Term and Renegotiation	6
Term and Renegotiation of Collective Agreement	6
Termination	40, 44, 45, 46, 47, 71
Termination of Employment	40, 44, 45, 46, 47, 71
Transfers	73, 74
Union Membership	7
Use of School Facilities	15
Vacancies, Posting and Filling	31, 72, 99
Work Year	60
Workload	52
Worksite, access to	15

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utfc/iwa 1-3567