

**Working Document**

**PROVINCIAL COLLECTIVE AGREEMENT**

**between**

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

**as**

**Bargaining agent for all the school boards and  
Authorities established under the *School Act***

**and**

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

**on behalf of**

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

**in**

**SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)**

**THE BOARD OF SCHOOL TRUSTEES OF SCHOOL  
DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)  
(The "Employer")**

**and**

**THE NORTH OKANAGAN-SHUSWAP TEACHERS' ASSOCIATION  
(The "Local")**

**EFFECTIVE JULY 1, 2006 TO JUNE 30, 2011**

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

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## **PREAMBLE**

1. The parties recognize and support the purposes of this Agreement to be:
  - a. To set forth the terms and conditions of employment agreed to between the parties;
  - b. To promote harmonious relations between the Employer and its Officials and the Association and all Teachers;
  - c. To encourage co-operation in providing efficient quality education services in the District;
  - d. To promote co-operation between the Employer and its Employees.
2. The Employer and Local seek to encourage and foster positive relations between groups and individuals of all races and cultures.
3. The Employer and Local condemn and will not tolerate expressions of racial or ethnic prejudice in any form by its Trustees, personnel and students.

NOW, THEREFORE WITNESSETH that the parties agree and covenant as hereinafter set forth.

## SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

### Article A.1 Term, Continuation and Renegotiation

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

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



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

## **Article A.2 Recognition of the Union**

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

## **Article A.3 Membership Requirement**

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

#### **Article A.4                    Local and BCTF Dues Deduction**

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

#### **Article A.5                    Committee Membership**

1.     Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
2.     In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee, and the local shall appoint the representatives.
3.     Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.1 and A.5.2 above, in order to attend meetings that occur during normal instructional hours. Teacher on call costs shall be borne by the employer.
4.     When a teacher on call is appointed to a committee referred to in Article A.5.1 and A.5.2 above, and the committee meets during normal instructional hours, the teacher on call shall be paid pursuant to the provisions in each district respecting Teacher on Call Pay and Benefits. A teacher on call attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the teacher on call shall receive a full day's pay.

## **Article A.6                      Grievance Procedure**

### **1.        Preamble**

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

### **Steps in Grievance Procedure**

#### **2.        Step One**

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

#### **3.        Step Two**

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

#### **4.        Step Three**

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

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

- i.        the number of representatives of each party at Step Three shall be three; and/or

- ii. at least one of the employer representatives shall be a trustee.
- b. If the grievance involves a Provincial Matters issue, in every case a copy of the letter shall be sent to BCPSEA and the BCTF.

## **5. Omitting Steps**

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

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

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

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

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

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

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

## **9. General**

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.

- c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.
- d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.
- e.
  - i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher on call is required, such costs shall be borne by the employer.
  - ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
  - iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any teacher on call that may be required.

#### **Article A.7                      Leave for Provincial Contract Negotiations**

- 1. The employer shall grant a leave of absence without pay to an employee designated by the BCTF for the purpose of preparing for, participating in or conducting negotiations as a member of the provincial bargaining team of the BCTF.
- 2. To facilitate the administration of this clause, when leave without pay is granted, the employer shall maintain salary and benefits for the employee and the BCTF shall reimburse the employer for the salary costs.
- 3. Any other leaves of absence granted for provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the employer for the salary costs of any teacher employed to replace a teacher granted leave.
- 4. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement. [See Article G.14]

#### **Article A.8                      Legislative Change**

- 1. In this article, "legislation" means any new or amended statute, regulation, Minister's Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
- 2.
  - a. Should legislation render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.

- b. In that event, the parties shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.
3. If, within thirty (30) days of either party's request for such meeting, the parties cannot agree on such modifications, or cannot agree that the Collective Agreement has been affected by legislation, either party may refer the matter(s) in dispute to arbitration pursuant to Article A.6 (Grievance Procedure).
4. The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

#### **Article A.12 Interpretation**

1. This Agreement is made pursuant to and governed by the **School Act**, the **Labour Relations Code** and the **Public Education Labour Relations Act**. In case of conflict between this Agreement and those Acts and any Regulations made thereunder, those Acts and Regulations shall prevail.
2. Terms used in this Agreement defined in those Acts shall have the meanings defined in those Acts.
3. The operation of Section 66 (2) of the **Labour Relations Code** is specifically excluded from this Agreement.

#### **Article A.18 Contracting Out**

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. The Employer shall not contract out duties of the type and kind that would normally and regularly be performed by a teacher.

[See Letter of Understanding Re: Speech and Language Pathologists for provisions regarding the applicability of Article A.18 to Speech and Language Pathologists.]

#### **Article A.20 Management Rights**

The Local recognizes the right and responsibility of the Employer to manage and operate the School District and agrees that the employment, assignment and direction of the work force is vested exclusively in the Employer, subject to the provisions of this Agreement or applicable legislation.

## **Article A.21            School Staff Committees**

1.     There shall be established in each school year a recognized Staff Committee in each school, if the Staff so desires.
2.     The Staff Committee may study and make recommendations to the school Principal on any matters of concern to the Staff members.
3.     The school Principal will acknowledge receipt of the recommendations of the School Staff Committee and provide clarification of either acceptance or non-acceptance.

## **Article A.22            Access to Worksite**

1.     The Local's School Representative, elected in accordance with Local Association procedures, shall have the right to convene Local meetings in the school to conduct Local business by following the District's usual "booking" practices.
2.     Representatives of the Local and the BCTF shall have the right to access the worksite to transact Local business.

## **Article A.23            Access to Information**

Either party upon request of the other agrees to furnish to the representative of the other party the following information as soon as it is available:

- a.     professional employee information including list of employees, showing names, addresses, phone numbers, seniority and staff assignments;
- b.     notification of transfers, resignations, retirements, Employee death, discharges, notice of positions available and appointments;
- c.     public meeting agendas;
- d.     minutes of public Board meetings;
- e.     newsletters;
- f.     financial information, available to the public, including annual financial reports and audits, school district budgets, preliminary and final fiscal frameworks and statement of final determination or information on Ministry grants, taxes and sharing formula;
- g.     any other reasonable request for available information or data to assist with negotiations, arbitrations or grievances.



## **Article A.24 Copy of Agreement**

The parties shall jointly assemble the contents and share equally the costs of typing and printing this agreement in sufficient quantities for distribution to all teachers and management personnel. New teachers shall, upon hiring, receive from the Employer a copy of the current Collective Agreement. The NOSTA office shall type the collective agreement in preparation for printing. The details of assembly, typing and printing shall be agreed between the Employer and the Local.

## **Article A.25 Picket Line Protection**

1. The parties agree that all teachers covered under this Agreement shall have the right to refuse to cross a duly constituted picket line. Such teachers shall be considered absent without pay.
2. Failure to cross a 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 Employer.
3. Prior to the commencement of any strike the Local President or designate will meet with the Superintendent to discuss the safety of children.
4. Teachers will not be expected to carry out duties normally performed by striking employees nor shall teachers be required to direct pupils to carry out such duties.

## **Article A.26 Exclusions from Bargaining Unit**

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the mutual agreement of the parties.
2. Any exclusions shall be determined on the basis that the position involved:
  - a. any of the functions outlined in the **Labour Relations Code** as the basis for exclusion from the definition of an "Employee"; or
  - b. the functions of a Director of Instruction as provided by the **School Regulation**; or
  - c. any duties regarding the evaluation of the teachers as designated to Principals and Vice Principals in the **School Regulation**.
3. 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.

## **SECTION B      SALARY AND ECONOMIC BENEFITS**

### **Article B.1      Salary**

1. The April 1, 2006 Harmonized salary grids in the Local Agreement have been amended to reflect the following general increases to salary:
    - a. Effective July 1, 2006: 2.5% increase
    - b. Effective July 1, 2007: 2.5% increase
    - c. Effective July 1, 2008: 2.5% increase
      - i. Effective July 1, 2008, the salary grid maximum salaries at categories 4, 5, 5+ and 6 will be amended in accordance with Letter of Understanding No. 11 – 2008 Salary Harmonization.
    - d. Effective July 1, 2009: 2.5% increase
    - e. Effective July 1, 2010: 2.0% increase
  2. The following allowances shall be adjusted in accordance with the above increases:
    - a. Department head
    - b. Positions of Special Responsibility
    - c. First Aid
    - d. One Room School
    - e. Isolation and Related Allowances
    - f. Moving/Relocation
    - g. Recruitment & Retention
- [See Appendix B for Position of Special Responsibility Allowances]
3. The following allowances shall not be adjusted by the above increases:
    - a. Mileage/Auto
    - b. Per Diems
    - c. Housing
    - d. Pro D (unless formula-linked to the grid)
    - e. Clothing
    - f. Classroom Supplies
  4. Teacher on Call daily rates shall be adjusted in accordance with Article B.1.1.

[See Appendix A for July 1, 2006 – June 30, 2011 salary grids]

## **Article B.2            Teacher on Call Pay and Benefits**

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

i.	Effective July 1, 2006	\$194.75
ii.	Effective July 1, 2007	\$199.60
iii.	Effective July 1, 2008	\$204.60
iv.	Effective July 1, 2009	\$209.70
v.	Effective July 1, 2010	\$213.90
  - b. On the fourth consecutive and subsequent consecutive days worked in an assignment or assignments, a teacher on call shall be paid 1/189 of his/her category classification and experience or at Category 4 Step 0, which ever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day worked.

### **Local Provisions:**

7. A Teacher-on-Call certified by the College of Teachers, with Category 5+ or Category 6 placement, shall be paid a daily rate of 1/230th of the annual basic salary schedule minimum rate, based on his/her category placement, for the first three (3) days of an assignment.

8. If a part-time teacher substitutes in his/her own class or in an assignment which is substantially the same he/she will be paid on scale rather than at the Teacher-on-Call rates.
9. Non-instructional days occurring during an assignment shall count as a day of work, provided the Teacher-on-Call works on the teaching days before and after the non-instructional day and in fact attends the non-instructional day.
10. **Call Out**
  - a. A Teacher-on-Call assigned to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a full day's wage.
  - b. A Teacher-on-Call assigned to a school for a half-day and not utilized or utilized for only a portion of the half-day shall be paid for a half-day. In those schools which have an unequal morning and afternoon schedule, a half-day is defined as .6, .7 or .8 FTE as applicable for the morning, and .4 FTE for the afternoon. A teacher shall be paid not less than .4 FTE for an afternoon call out.
  - c. No assignments shall be for less than one-half of a day, where such a half-day is defined as above.

### **Article B.3            Salary Determination for Employees in Adult Education**

Does not apply in School District No. 83 (North Okanagan-Shuswap)

### **Article B.4            EI Rebate**

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

### **Article B.5            Registered Retirement Savings Plan**

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

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

## **Article B.6                      Salary Indemnity Plan Allowance**

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

## **Article B.7                      Reimbursement for Personal Property Loss**

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

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

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

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

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

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

## **Article B.8                      Optional Twelve-Month Pay Plan**

[See also Appendix C: Memorandum Re: Instalment Savings Plan / Twelve Month Pay]

1.     Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
2.     A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
3.     An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of her/his intention to participate in the Plan by September 30<sup>th</sup>. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to clause 5 of this Article.
4.     An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
5.     Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
6.     Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
7.     An employee's accumulation in the Plan including her/his interest accumulation to March 31<sup>st</sup> shall be paid in equal installments on July 15 and August 15.
8.     Notwithstanding clause 7 of this article, interest earned by the Plan for the period September 1, 2006 to August 15, 2008 shall be retained by the employer. Thereafter, interest earned by the Plan in the months of April through August shall be retained by the employer.
9.     The employer shall inform employees of the Plan at the time of hire.
10.    Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

## **Article B.9 Pay Periods**

PCA Article B.9.1 through B.9.3 is not applicable in SD No. 83 (North Okanagan-Shuswap).

### **Local Provisions:**

4. Teachers shall be paid in ten (10) monthly installments on the last working day of each month commencing September through June, except December the installment shall be paid on December 31. A mid-month advance of forty percent (40%) of their estimated monthly net salary shall be paid on the fifteenth of the month or the last working day prior to the 15<sup>th</sup>, if the 15<sup>th</sup> is not a working day.
5. Teachers-on-Call shall be paid in bi-weekly installments. The Employer shall pay the Teachers-on-Call no later than 7 days following the completion of each bi-weekly pay period.

## **Article B.10 Reimbursement for Mileage and Insurance**

1. Article B.10.1 does not apply in School District No. 83 (North Okanagan-Shuswap). See Article B.10.6.
2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use his/her personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.

[B.10.4 and B.10.5 do not apply in School District No. 83 (North Okanagan-Shuswap).]

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

### **Local Provisions:**

#### **6. Mileage**

Teachers who are requested by the Employer to use their personal vehicles in order to carry out their regular duties or other Employer business shall be reimbursed at the current BCSTA rate.



## **Article B.11            Benefits**

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

### **Local Provisions:**

#### **2.     Employee Benefits - General**

- a.     The Employer shall provide each eligible teacher with an application or enrollment form for participation in the benefit plans.
- b.     The Employer shall provide information to Teachers on how to obtain benefits including pension, from the various plans.
- c.     The Employer shall advise each Teacher in writing at the end of October of his/her accumulated sick leave.
- d.     The Employer agrees to pay its share of the cost of benefits for all full-time Teachers while they are in receipt of salary under this Agreement, provided that a temporary teacher's full time appointment must be for a minimum of four (4) months or more.
- e.     Subject to the conditions of the benefit plans, part-time teachers employed .5 FTE 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 .5 FTE or on an appointment for less than four (4) months shall not be entitled to benefits.
- f.     Benefit coverage shall be extended to the end of the next teaching month following a deduction of premiums.

#### **3.     Employee Benefits - Benefit Plans**

##### **a.     Medical Plan**

The Employer shall pay 80% of the premium cost for the provincial medical health plan.

##### **b.     Extended Health Benefits**

- i.     The Employer shall pay 100% of the premium cost of a mutually agreed extended health benefits plan including \$125/24 months vision care, \$1000/48 audio care, and supplementary travel rider options.
- ii.    The Employer shall undertake to include in the extended health provision the cost of all emergency medical flights for teachers and/or dependents.

c. **Dental Plan**

The Employer shall pay 80% of the premium cost of a mutually agreed upon dental plan. For teachers hired after December 31, 1989 the participation in the plan shall be a condition of employment.

d. **Group-Life Insurance**

- i. The Employer shall pay 100% of the net premium cost of a mutually acceptable group life insurance plan for each participating teacher.
- ii. Teachers in the employ of the Employer as of December 31, 1975, shall be voluntary participants in the plan. After that date participation shall be a condition of employment for new Employees.

e. **BCTF Optional Life Insurance**

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

f. **Accidents Covered by Workers' Compensation**

- i. An Employee prevented from performing his/her regular work with the Employer on account of an occupational accident or illness that is recognized by the Workers' Compensation Board as compensable within the meaning of the *Workers Compensation Act*, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and his/her regular salary, provided that such Employee shall not be entitled to use his/her sick leave credits.
- ii. Compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during the period of temporary disablement.

g. **Death Benefits**

- i. In the event of the death of a teacher who at the time of death has been employed by the District continuously for six months, the Employer shall pay the remainder of the month in which death occurred plus one month's salary to the widow or widower of the deceased, or to the estate if there is no widow or widower. This payment is in addition to any amount earned by the deceased up to the date on which he or she was last employed by the District.
- ii. The Employer shall continue to provide the medical, extended health and dental benefits to the dependents of the deceased teacher for a period of three (3) months after the death of the teacher. The dependents shall be notified in writing of the terms of this provision when severance and other benefits are paid.

**h. Maintenance of Benefits During Leave**

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. The Employer will continue to pay its share of the premium payments for the medical plan, EHB, dental plan and group 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 Teachers' Federation Salary Indemnity Plan (short term) benefits and for one (1) further calendar year beyond the expiry of the Salary Indemnity Plan (short term) benefits, where the teacher is in receipt of benefits from the Salary Indemnity Plan (long term).

**i. Salary Indemnity Plan**

Participation in the BCTF Salary Indemnity Plan shall be a condition of employment for all teachers appointed to the District after January 1, 1978. The Employer shall remit on a monthly basis over a 10 month period to the BCTF (Salary Indemnity Fund) the Employee's share of the savings resulting from reduced Employment Insurance premiums. The premiums for this plan shall be paid totally by the teachers.

**4. Benefit Plan Information and Changes**

- a. The Employer shall provide the Local with a copy of all master teacher benefit plans and shall annually provide the Local with a copy of the financial/actuarial statements for all teacher benefit plans as soon as they become available to the Employer.
- b. The coverage under these plans shall not be altered nor amended without prior consultation with the Local.

**5. Early Retirement Incentive Plan**

- a. Provided the terms of the applicable benefit plans permit, the Employer will pay one hundred percent (100%) of the premium coverage on the following benefit plans for a period of one (1) year subsequent to the early retirement of the individual:
  - i. medical
  - ii. dental
  - iii. extended health benefits
  - iv. group insurance

- b. This early retirement incentive plan is subject to the teacher meeting the following conditions:
  - i. be 55 to 59 years of age inclusive, as of June 30th of the year of retirement;
  - ii. completion of ten (10) years or more continuous service with the District;
  - iii. be actively employed with the District at the time of retirement;
  - iv. this early retirement provision applies to three (3) teachers per school year.

**6. Employee Assistance Plan**

The Board and the Local shall jointly develop and implement an Employee Assistance Plan. The Employee Assistance Plan shall provide a counseling and referral service while maintaining strict confidentiality. The Employer agrees to pay fifty percent (50%) of the cost of this plan.

**Article B.12 Category 5+ [Effective September 1, 2007]**

**1. Eligibility for Category 5+**

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

**2. Criteria for Category 5+**

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

**3. Salary Rate Calculation**

- a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6.

- b. Where the salary rate for Category 5+ as at March 31, 2006 exceeds seventy-four percent (74%) of the difference between Category 5 and Category 6 as at April 1, 2006, the salary rate for Category 5+ as at March 31, 2006 shall remain.
  - c. Where the salary rate calculated pursuant to B.12.3.a exceeds the salary rate calculated pursuant to Letter of Understanding No. 11, the salary rate calculated pursuant to B.12.3.a shall be implemented.
- 4. Application for Category 5+
  - a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to B.12.1 and B.12.2 and the assignment of employees to Category 5+.
  - b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to B.12.1 and B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

[Effective September 1, 2007, Article B.12.5 is replaced by PCA B.12. See also Letter of Understanding No. 14 for Transitional Provisions.]

### **Transition Process**

Note 1:

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

Note 2:

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

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

## **Local Provisions:**

### **5. Category 5 + 15**

[Effective September 1, 2007 Article B.12.5 is replaced by PCA B.12 Category 5+. See also LOU No. 14 for transitional provisions.]

- a. The parties agree to add a category "5 + 15" to the salary grid to be added between categories 5/PB and 6/PA(M) less Five Hundred (\$500.00) Dollars. The fifteen (15) credits shall be recognized university courses.
- b. Courses must not have been applied previously to other category levels.
- c. Credits must be in senior courses numbered 300 and above (UBC equivalent), except for certain specialty courses in the teacher's area of teaching responsibility and expertise.
- d. Courses must be relevant to the curriculum as offered in School District #83.

## **Article B.22 Placement on Schedule**

### **1. General**

- a. At the time of appointment, the Employer shall advise the teacher, in writing, of the documentation required to establish initial scale placement.
- b. Each teacher shall submit all documentation required by the Employer to establish salary placement. Such documentation shall be submitted within three 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.
- c. The Employer shall not refuse a request for extension of the time limits, provided that the delay is not the fault of the teacher.
- d. The Employer shall notify the teacher, in writing, of the category and experience placement that has been assigned.

### **2. Category**

- a. Except as otherwise provided 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. Teachers holding Category 2 (EB) shall be paid on the Category 4 scale two (2) levels below their actual experience as an EB up to a maximum of Category 4, Experience Level 8.

- c. Persons holding a Letter of Permission (LP) shall be placed in a salary category which will provide a salary appropriate to their teaching function. This placement shall be grievable.
  - d. The Employer, upon receipt of documentation which establishes a salary category for a teacher which is different as a result of an appeal to the T.Q.S., from that in which the teacher was initially placed, shall make a salary adjustment effective from the beginning of the current school year.
- 3. Any teacher who holds a P.A./S.A. Certificate but does not have a Masters' Degree recognized for Category 6 by the Teacher Qualification Service, shall be paid \$350.00 per annum below Category 6/PA(M).
- 4. **Experience**
  - a. Submission of Proof: The submission to the Employer of proof of experience is the responsibility of the teacher and shall be in a manner defined by the Employer.
  - b. 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.
  - c. Criteria: The criteria in determining the number of years' experience applicable for salary purposes shall be as follows:
    - i. Full recognition to the category maximum for experience gained in:
      - 1. Government funded and inspected schools in Canada, the British Commonwealth and the USA provided:
        - a. a minimum of eight (8) months' full-time employment in one (1) year shall be required to constitute a full year's experience;
        - b. 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.
      - 2. Department of National Defence Schools;
      - 3. A school while on an exchange approved by the Employer;
      - 4. Secondment to the College of Teachers;
      - 5. Service with Canadian Universities Service Overseas or the Canadian International Development Agency;

6. Absence while on paid leave of absence, including Employer-paid sick leave and statutory maternity leave;
  7. 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;
  8. Professional employment by the Ministry of Education of British Columbia while holding a valid teaching certificate;
  9. Full-time service to the Local or the BCTF. Part-time service shall be credited as for part-time teaching.
- ii. Experience credit also will granted for:
1. periods of full-time employment each four (4) months or more;
  2. periods of part-time employment each four (4) months or more in proportion to the percentage of time taught.
- Any combination of these experience credits must total ten (10) months to constitute a year's experience.
- iii. Teachers-on-Call shall accumulate experience credit. Upon written application of the Teacher-on-Call concerned, completion of two hundred (200) days of full-time Teacher on Call employment, or its equivalent, shall constitute one (1) year's experience for increment purposes.
- iv. Any experience in excess of ten (10) months shall accrue towards the next increment, retroactive to September, 1985.
- d. 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.
- e. Teachers with experience outside teaching in a field or fields closely related to the main subjects of their courses may be credited with no 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 Secretary-Treasurer shall evaluate such experience in consultation with the Local.
- f. In the event that a teacher wishes to appeal his/her experience placement on the salary scale, the Teacher may grieve.



## **Article B.23            Part-Time Teachers**

1.     A part-time teacher is one whose FTE as set out in his/her letter of appointment is less than 1.0.
2.     Part-time teachers shall be paid that portion of their regular scale placement as set out in their letter of appointment.
3.     The part-time teacher shall accumulate and be eligible to use sick leave in the same proportion as that determined for payment of salary.
4.     Teachers who move from full time employment to a part-time assignment of .5 or more shall be considered to be on leave so that they may purchase pensionable service to provide for a full year pension credit at no cost to the Employer. Duration of such leave is normally to be one school year

## **Article B.24            Positions of Special Responsibility (see Appendix B)**

1.     Job descriptions for positions of special responsibility shall be provided by the Employer.
2.     The allowances set out in Appendix B 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 paid in proportion to the period in which the position is occupied.
3.     In posts of special responsibility where work is split between two or more people, the amount shall be paid to each person in proportion to his/her work load.
4.     Department Heads and other teachers appointed to similar posts of special responsibility, shall be paid an allowance as set out in Appendix B, in addition to their salary as per this Agreement.
5.     **Department Heads**

The Employer shall designate annually teachers as Department Heads on the recommendation of the school Principal. Such recommendation will be the result of consultation with the appropriate staff concerning the applications received. Positions and job descriptions shall be posted annually. A Department Head shall receive the allowance set out in this Agreement or may, at his/her discretion, in consultation with the Principal, take time off at the cost of a Teacher-on-Call to participate in Department Head duties, which amount shall be deducted from the allowance provided. Records shall be kept by the Department Head and the Principal of the school and the balance shall be paid to the Department Head by cheque in July based on the written statement of the Principal.

## 6. Middle School Team Leaders

- a. The general responsibilities of Team Leaders are:
  - i. To promote the middle school philosophy.
  - ii. To provide leadership in planning, goal setting, coordination, implementation and reflection of the middle school program and curriculum.
  - iii. To facilitate regular team meetings.
- b.
  - i. The principal shall consult with teachers on the team, report on the consultation and recommend the team leader designation.
  - ii. The employer shall designate team leaders annually.
- c.
  - i. Team leaders shall be paid an allowance as set out in Appendix B Level 1 of this agreement in addition to their salary.
  - ii. A Team Leader shall receive the allowance set out in this Agreement or may, at his/her discretion, in consultation with the principal, take time off at the cost of a Teacher-on-Call, to participate in Team Leader duties. This cost shall be deducted from the allowance provided. Records shall be kept by the Team Leader and the Principal of the school and the balance shall be paid to the Team Leader by cheque in July based on the written statement of the principal.

## Article B.25 Allowances

### 1. Moving/Relocation

- a. Employees transferred at the request of the Employer shall be reimbursed for the costs of moving their place of residence to the new teaching area, provided that the new teaching area is in a different community.
- b. Such costs will include moving personal and household effects and travel for the Employee and his/her immediate family. Travel costs include mileage, ferry costs, food and lodging for the day of the move, and shall be paid on receipt of appropriate documentation, up to a maximum of:

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

## **Article B.26                      Part Month Payments and Deductions**

1.     The rate of deduction for a day without pay shall be defined as 1/200th of the current annual salary of the teacher.
2.     An Employee shall be paid 1/10th of current annual salary in respect of each month (Sept.-June) in which the teacher works all prescribed school days that month.
3.     For purpose of the above clause, any prescribed day on which the Employee is on authorized leave of absence shall be deemed to be a day of work and deductions (if any) which are authorized by this Agreement (or statutes) in respect of such leave shall be made from the monthly salary required in that Article.
4.     In the event that an Employee commences work on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day of that month, the formula for payment for that month shall be:

$$\frac{\text{No. of days taught in month}}{\text{No. of prescribed days in month}} \times 1/10 \times \text{current annual salary}$$

## **Article B.27                      Salary Protection**

1.     No teacher currently on staff shall incur a reduction in basic salary only because of the implementation of this Agreement.
2.     No Employee shall suffer loss of pay in the event of an Employer ordered closure of the worksite because of "Acts of God" which lead to cancellation of student attendance. Nor shall any teacher be required to report to work in these circumstances.
3.     No reductions in pay will be made on presentation of satisfactory proof to the Director of Human Resources, for teachers stranded due to cancelled ferry sailings, scheduled airline flights or roads closed by the Ministry of Transportation and Highways or other governmental agencies on the day preceding the next school day.

## **SECTION C      EMPLOYMENT RIGHTS**

### **Article C.1      Resignation**

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

### **Article C.2      Seniority**

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

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

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

#### **Local Provisions:**

#### **7. Principle of Security**

For the purpose of this Article, the Employer and the Local recognize that increased length of professional employment with the Employer entitles employees who possess the necessary qualifications to increased security of teaching employment.

#### **8. Definitions**

##### **a. Seniority**

- i. In this Article, "seniority" means an employee's length of continuous full-time or part-time service on the current continuing teaching contract, with the School District; the length shall be calculated from the day the individual employee's contract comes into effect. Providing there is no interruption of service, employees who receive a continuing appointment shall be deemed to have continuing service for the purpose of this Article.
- ii. In addition to the provisions of C.2.8.a.i, the seniority of an employee on a continuing contract shall include:
  - 1. seniority accumulated pursuant to Article C.2.3 and C.2.4; and
  - 2. Seniority ported in accordance with Article C.2.2 provided that in no case, shall an employee be credited with more than 1 year of seniority for any calendar year.

- iii. When the seniority of two or more employees is equal pursuant to the preceding paragraphs, the employee with the greatest aggregate service in previous employment with the Employer on a temporary or continuing basis shall be deemed to have the greatest seniority.
- iv. When the seniority of two or more employees is equal pursuant to the preceding paragraphs, the employee with the greatest aggregate length of recognized service in British Columbia which has been recognized for salary purposes shall be deemed to have the greatest seniority.
- v. When the seniority of two or more employees is equal pursuant to the preceding paragraphs, the employee with the greatest aggregate length of service recognized for salary purposes shall be deemed to have the greatest seniority.
- vi. When the seniority of two or more employees is equal pursuant to the preceding paragraphs, the employee with the earliest written acceptance of an offer of employment with the Employer shall be deemed to have the greatest seniority.
- vii. For the purpose of calculating seniority in this Article, approved leaves of absence shall count towards continuous length of service with the Employer.
- viii. For the purpose of calculating seniority in this Article, continuity of service shall not be broken by resignation for purposes of maternity followed by re-engagement within a two-year period providing such resignation occurred after January 1974.
- ix. For the purpose of this Article, continuity of service shall not be broken by termination and subsequent recall on a continuing basis where such recall occurs within a two-year period.

### **Article C.3                      Termination/Re-Engagement/Severance Pay**

Where the Employer considers that for educational, organizational or budgetary reasons it is necessary to reduce the total number of teachers employed by the Employer, it shall be done in accordance with the provisions of this Article. Nothing in this Article is intended to interfere with the Employer's authority regarding suspension, dismissal or termination of teaching personnel for proper cause in accordance with this Agreement, the ***School Act*** or ***Regulations***.

#### **1.                      Definitions**

##### **a.                      Qualifications**

- i. In this Article, "necessary qualifications" in respect of a teaching position means a reasonable expectation, based on the teaching certification, training, education and experience of a teacher that the teacher will be able to perform the duties of the position in an acceptable manner.

- ii. In reference to this Article, "necessary qualifications" are determined by the Employer and are subject to grievance.

## **2. Procedures for Reducing Staff**

- a. When a reduction in the number of teachers employed is necessary, the teachers to be retained on staff shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
- b. The Employer shall give each teacher it intends to terminate pursuant to this Article at least thirty (30) days' notice in writing, such notice to be effective at the end of a school term, and sixty (60) days' notice if the termination is other than at the end of the term, and to contain the reason for the termination. The Employer shall concurrently forward a copy of such notice to the Local.
- c. The Employer shall include with the notice a list of those teachers with less seniority who are retained and their assignments.
- d. The Employer shall inform the Local President of any known vacancies at his/her request.
- e. The term "seniority" and "qualifications" shall be interpreted as defined above.

## **3. Teachers' Right of Re-Engagement**

- a. When a position on the teaching staff of the District becomes available, the Employer shall, notwithstanding any other provision of this Agreement, 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.
- b. 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 Article C.3.3.a.
- c. Acceptance of a temporary contract shall not decrease his/her time on the recall list.
- d. If a teacher accepts a position of lesser percentage than the one from which the teacher was terminated, the teacher shall be offered positions of greater percentage for which the teacher is qualified, if such position should come available, until September 1st of that school year. The Employer shall not be obligated to offer a position of greater percentage than the one from which the teacher was terminated.

- e. A teacher who is offered re-engagement pursuant to this section shall inform the Employer by registered letter or in person or by phone, with letter to follow, whether or not the offer is accepted within 48 hours of receipt of such offer.
- f. The Employer shall allow two weeks from acceptance of an offer under this section for the teacher to commence teaching duties; the Employer and the teacher may mutually agree to extend this time limit. The Employer may employ a temporary teacher or Teacher-on-Call for the position until the teacher accepting the position is available.
- g. A teacher's right to re-engagement under this Section is lost if:
  - i. the teacher elects to receive severance pay under this Article;
  - ii. the teacher refuses to accept two positions for which the teacher possesses the necessary qualifications, equal to or better than the previous percentage of full-time equivalent position held by the teacher;
  - iii. two years elapse from the date of termination under this Article and the teacher has not been re-engaged;
  - iv. the teacher accepts continuing employment with another District;
  - v. the teacher notifies in writing that he/she is no longer available;
  - vi. the teacher fails to respond to a notice of re-engagement within ten days of the date the notice is received by a registered letter.
- h. A terminated teacher who undertakes a retraining program mutually agreed to with the Employer shall be entitled to right of re-engagement for a further period beyond that provided in Article C.3.3.g.iii, equal to the period of the retraining program to a maximum of one year.

#### **4. Seniority List**

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

#### **5. Sick Leave**

A teacher recalled pursuant to this Article shall be entitled to all sick leave credit accumulated at the date of lay-off.

#### **6. Benefits**

A teacher who retains rights of re-engagement pursuant to Article C.3.3 of this Agreement shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this Agreement by payment of the full costs of such benefits to the Employer.



## **7. Severance Pay**

- a. A teacher on continuing appointment who has one or more years of continuous employment and who is terminated, save and except a teacher who is terminated or dismissed for proper cause in accordance with this Agreement, and applicable legislation, may elect to receive severance pay within two years of the date of termination.
  - b. Severance pay shall be calculated at the rate of 5% of one year's salary for each completed year of continuous service to a maximum of one 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. The Employee may choose to receive severance pay:
    - i. in one lump sum within thirty (30) days of lay-off; or,
    - ii. in monthly installments of ten percent (10%) of the total amount payable, commencing at the next regular teacher pay period.
  - d. A teacher who receives severance pay pursuant to this Agreement and who is subsequently rehired by the Employer, shall retain any payment made under the terms of this Section and in such case, for purposes only of Article C.3.7.b of this paragraph, the calculation of years of service shall commence with the date of such rehiring.
8. This Article shall apply only to teachers on continuing appointments.

## **Article C.12 Employment on Continuing Contract**

1. All teachers appointed by the Employer to the teaching staff of the district shall be appointed on a continuing contract of employment, except for:
  - a. temporary appointments which will be used to fill positions which are temporarily vacant or temporarily existing; and
  - b. Teachers-on-Call subject to the provisions of this Agreement.

## **Article C.13 Dismissal and Discipline**

1. The Employer shall not dismiss, suspend or discipline a teacher bound by this Agreement except for just and reasonable cause.
2. Differences respecting dismissal, suspension or discipline shall be subject to the grievance procedure.

3. Where a teacher is under investigation by the Employer for "cause", the teacher and the Local shall be notified in writing, at the earliest reasonable time, of that fact, and of the particulars of any allegations unless substantial grounds exist for concluding such notification would prejudice the investigation, and in any case shall be notified at the earliest reasonable time and before any action is taken by the Employer. The teacher shall have a Local Representative at his/her interview in connection with the investigation.
4. Where the Employer considers that just and reasonable cause to suspend or to dismiss a teacher may exist under Section 15 of the **School Act**, the Employer shall provide the Teacher and the Local with written reasons for the suspension. Immediately, and prior to the consideration of dismissal of the teacher, meet with the Local at which meeting the teacher shall have the right to be present.
5. Where the Employer suspends a teacher pursuant to Section 15(4) of the **School Act**, the Employer shall, not less than 72 hours before the meeting referred to above, provide the teacher and the Local with written reasons for the suspension. Twenty-four hours prior to the meeting, the teacher and the Local shall be given all documents that will be considered at the meeting. The teacher shall have the right to be accompanied by a representative and/or advocate appointed by the Local. At the meeting, the teacher and the representative/advocate shall have the right to:
  - a. hear all details of the nature of the allegations upon which the contemplated suspension or dismissal is based;
  - b. receive copies of any documents placed before the Board of Trustees;
  - c. comment on the allegations, including the submission of a written response; and
  - d. call witnesses, and question any person presenting evidence to the Board.
6. The decision of the Employer shall be communicated in writing to the teacher and Local and shall contain a statement of grounds for the decision.
7. When an Employee is suspended or dismissed by the Employer, the Local will be informed promptly by letter.
8. Provided the conduct of an Employee, subsequent to the decision to discipline, does not give rise to the need for further discipline, the Employer agrees that the statement of the grounds for discipline and related information shall be the material relied upon.
9. Discipline, suspension or dismissal shall not be set aside by an arbitrator on the basis of a defect in form, a technical irregularity or an error of procedure that does not result in a denial of natural justice.

## **Article C.14                    Dismissal Based on Performance**

1.     The Employer shall not dismiss a teacher on the basis of less than satisfactory performance of teaching duties except where the Employer has received three consecutive reports indicating that the learning situation in the class or classes of the teacher is less than satisfactory.
2.     The reports shall be prepared pursuant to Article E 17.0 of this Agreement in accordance with the process established in this Agreement and in accordance with the following conditions:
  - a.     the reports shall have been issued in a period of not less than twelve (12) months and not more than twenty-four (24) months. Any leave, paid or unpaid, shall not be counted in the twenty-four (24) months;
  - b.     at least one of the reports shall be a report of the Superintendent of Schools or an Assistant Superintendent of schools;
  - c.     at least one of the reports shall be written by a Director of Instruction or Principal of the school to which the teacher is assigned;
  - d.     no two consecutive reports shall be written by the same evaluator, unless requested by the teacher being evaluated.
3.     When a teacher receives his/her first or second less than satisfactory report the teacher may:
  - a.     request a transfer, and where practicable, the Employer shall proceed with the transfer; or
  - b.     request and be granted leave of absence without pay of 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 two (2) months after the teacher has returned to teaching duties. The period of leave shall not count for purposes of Article C 14(2)(a) above.
4.     Where the Employer intends to dismiss a teacher on grounds of less than satisfactory teaching performance, it shall notify the teacher and the President of the Local of such intention and provide an opportunity for the teacher and his/her representative to meet with the Superintendent and the Board of Trustees or the Superintendent and a committee of the Board of Trustees within 14 days of such notice.

## **Article C.15            Part-Time Teaching**

### **1.        Part-Time Teachers' Employment Rights**

- a.        A teacher with a full-time continuing appointment to the teaching staff of the District may, without prejudice to that appointment, request a part-time leave of absence for a school year, specifying the fraction of assigned time requested. If the request is denied and if the Superintendent of Schools is provided with a written request from the teacher, written reasons for the denial of the request will be provided.
- b.        When the request under Article C.15.1.a is granted by the Superintendent or designate, normally for a one year period, the teacher shall be entitled to return to a similar full time assignment at the expiration of the part-time leave. The teacher may request to return to a full-time assignment prior to the scheduled return date or may request an extension for another school year.
- c.        A teacher with a continuing part-time appointment may, without prejudice to that appointment, request an additional temporary part-time appointment for a specified fraction of time.
- d.        A teacher with a part-time continuing appointment or part-time temporary appointment may request a full-time continuing appointment.

### **2.        Job-Sharing**

- a.        Two teachers employed on continuing full-time appointments may jointly request a specified job-sharing assignment in respect of a single full-time position provided a vacancy is created in the process of one of these teachers leaving his/her current position;
- b.        Salary shall be pro-rated according to the percentage of time worked by the teacher and each teacher shall be eligible for benefits coverage;
- c.        When one of the teachers agrees to work due to the temporary absence or illness of the other teacher, that teacher shall receive payment at full scale placement;
- d.        Each teacher is considered to be on leave of absence with respect to the time not worked and the job-sharing arrangement will be for a one year duration, normally beginning on September 1st of a given school year;
- e.        Application to be made by March 15th prior to commencement of job-sharing and teachers participating will return to a teaching position similar to the one they had prior to the job-sharing;
- f.        Both teachers must be judged as compatible by the Superintendent/designate and the job-sharing must be in the best interests of the students concerned.

## **Article C.16            Temporary Contract Teachers**

1.     The Employer shall appoint teachers on temporary contracts to positions which are temporarily vacant or temporarily existing.
2.     A position which exists for more than two consecutive years shall be deemed not to be a position temporarily existing.
3.     The Employer agrees to provide to the Local no later than October 15th in any school year a list of teachers hired on temporary contract for the school year, and a list of positions the Employer considers temporarily existing or temporarily vacant for the school year.
4.     A teacher on temporary contract shall be granted a continuing contract of employment provided that the teacher has been employed under temporary contract for a minimum of twelve consecutive school months.

## **Article C.17            Teacher-on-Call Hiring Practices**

1.     The Employer shall maintain a list of persons who are qualified as Teachers-on-Call and provide this to the Local by September 30th of each school year.
2.     In appointing the Teachers-on-Call, the Employer shall, pursuant to Section 19 of the **School Act**, select a person on the list qualified for the assignment who possesses a valid B.C. teaching certificate, in preference to a person not possessing such a certificate.
3.     When a qualified Teacher-on-Call completes twenty (20) days continuous teaching on the same assignment, a temporary contract shall be granted retroactively to the commencement of the assignment.
4.     In the event that a Teacher-on-Call's assignment is interrupted by the return of a teacher who subsequently is absent within two working days and the Teacher-on-Call is reassigned, the assignment shall proceed as if it had not been broken for purposes of salary or contract provisions which depend upon the length of assignment.
5.     Subject to Section C 17.0(2) and C 17.0(3) of this Article, the Teacher-on-Call initially assigned to a class where the teacher is absent for an indefinite time shall be informed by dismissal time on the fifth (5th) day of the assignment, if that Teacher-on-Call is not to be retained in that assignment.
6.     Wherever possible a teacher is to engage a Teacher-on-Call, in consultation with the school Principal.
7.     When a person is removed from the list he/she and the Local shall be informed by letter of the reasons for such removal.

## **SECTION D      WORKING CONDITIONS**

### **Article D.3      Alternate School Calendar**

1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.
3. The process outlined below in Article D.3.4 thru Article D.3.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.3.6 below for final and binding resolution.
5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
  - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - iv. The hearing shall commence within a further ten (10) working days; and
  - v. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.

8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

#### **Article D.4            Preparation Time**

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

#### **Local Provisions:**

4. Each elementary teacher shall be entitled in each five (5) day week to ninety (90) minutes of time free from instructional duties during the school day which is exclusive of recess and noon intermission.
5. Part-time elementary teachers shall receive a pro-rated entitlement based on their F.T.E. assignment.
6. Each middle school teacher shall be entitled to 100 minutes per week of preparation time free from instructional duties during the school day which is exclusive of recess and noon intermission.
7. Preparation time will be prorated for all part time teachers in the middle school based on their F.T.E. assignment
8. The Employer shall continue the practice of providing preparation time equivalent to 12.5 percent or one (1) block in eight (8) for full-time teachers in secondary schools or pro rata for part-time teachers at .5 or above.
9. Preparation time for non-classroom teachers is implicit in their assignment, on the same basis as a classroom teacher, and should be scheduled in consultation with the Principal.
10. A teacher's current instructional assignment shall not increase during the life of this contract.

## **Article D.5            Middle Schools**

PCA D.5 does not apply in School District No. 83 (North Okanagan Shuswap)

### **Local Provisions:**

#### **7.        Common Team Planning**

- a.        Each middle school teacher shall be entitled to 50 minutes per week of common team planning free from instructional duties during the school day which is exclusive of recess and noon intermission

## **Article D.11           Intentionally Left Blank / Removed by Legislation**

## **Article D.12           Intentionally Left Blank / Removed by Legislation**

## **Article D.13           Intentionally Left Blank / Removed by Legislation**

## **Article D.14           Intentionally Left Blank / Removed by Legislation**

## **Article D.15           Regular Work Year for Teachers**

1.        a.        The annual salary established for teachers covered by this Agreement shall be payable in respect of the teacher's regular work year which shall not exceed 195 days in session per school year.  
  
              b.        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, Sundays, statutory holidays, Christmas break, and spring break.
2.        The days in session in the regular work year for the teacher shall include:
  - a.        no fewer than five (5) non-instructional days for professional development;
  - b.        no fewer than one (1) year-end administrative day.
3.        The first day of Christmas break shall be on the Monday preceding December 26th. School shall reopen on the Monday following January 1st unless January 1st is a Sunday in which circumstance school shall reopen Tuesday, January 3rd.
4.        The first day of spring break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March.



5. Where, at the written request of the Superintendent, a teacher agrees to work outside of the teacher's regular work year, undertake a course of studies or attend a workshop, seminar or summer institute, the Superintendent, after consultation with the teacher, shall either pay the teacher *pro rata* based on the teacher's annual salary, or give the teacher paid time off during the school year in lieu of such pay.

#### **Article D.16            Supervisory Duties (Noon Hour)**

No teacher shall be required to perform school supervision during the school's regularly scheduled noon intermission.

#### **Article D.17            Extracurricular Activities**

1. The parties agree that extracurricular activities are voluntary. No punitive action will be taken against an individual who declines to volunteer for extracurricular activities.
2. The Local and the Employer recognize and support extracurricular activities as an important aspect of school program for students.
3. Extracurricular activities are those activities that are beyond the provincially prescribed and locally determined curricula of the school.
4. While voluntarily involved in extracurricular activities, teachers shall be considered to be acting in the employ of the Employer, for purposes of liability of the Employer and coverage by the Employer's insurance.

#### **Article D.18            Regular Staff Meetings**

1. At least seven (7) days' notice of regular Staff meetings shall be given.
2. All Staff members shall have the right to place items for consideration on the Staff meeting agenda. This agenda will be distributed to teachers at least 24 hours before the meeting.
3. Written minutes of Staff meetings shall be kept and circulated to all Staff members.
4. Teachers shall not be required to attend regular Staff meetings:
  - a. which commence prior to one hour before classes begin or which conclude later than one and one-half hours after dismissal of pupils,
  - b. during recess or during the noon intermission,
  - c. on weekends, holidays or other days when school is not in session.
5. Teachers shall attend regular Staff meetings unless excused by the Principal.
6. If more than one regular Staff meeting per month is required, the scheduling will be developed collegially by school Staff.

## **Article D.19            Technological Change**

The parties agree that the provisions of the ***Labour Relations Code*** on technological change shall apply.

## **Article D.20            Local Involvement in Board Budget**

Each year during the preparation of the annual budget, the Local may present its views on budget matters to the Employer.

## **Article D.21            Professional Autonomy**

1.     The Employer recognizes that teachers are professionals and that the performance of their duties involves the exercise of professional judgment.
2.     Within the bounds of effective educational practice, school instructional goals that have been collegially determined, prescribed curricula and district program requirements, teachers shall have individual professional autonomy in determining methodology of instruction and the planning and presentation of course materials, including interpreting and communicating evaluation data for the classes of students to which they are assigned.
3.     Nothing in this Article shall limit the Administrator in the performance of his/her formative and summative evaluative responsibilities.

## **Article D.22            Teacher-on-Call Employment Provisions**

1.     When classroom coverage is necessary for a teacher with instructional duties who is absent from school, a Teacher-on-Call shall be employed.
2.     In emergency situations, where time is critical, a teacher may be required to perform the duties of a teacher who is absent or to supervise his/her students.
3.     Non-classroom teachers who are absent from duty shall have the discretion to engage a qualified Teacher-on-Call for all or part of such absence, in consultation with the school Principal where practicable.

## **Article D.23    Duration of School Day**

1.     **Duration of School Day in Elementary School**
  - a.     In elementary schools the school day for instructional purposes shall not exceed five (5) hours and thirty (30) minutes, inclusive of fifteen (15) minutes for recess in the forenoon, and the total hours in the school days in any calendar week shall be twenty-five (25).

- b. Except in exceptional circumstances where special permission has been obtained from the Employer, no elementary school shall commence instruction before 8:30 a.m., or continue it after 3:30 p.m.

## 2. Duration of School Day in Middle School

Classroom Instruction	1350	Minutes/week
Preparation Time	100	" "
Common Team Planning Time	50	" "
Total Instructional Minutes	<u>1500</u>	" "
Nutrition Break/Class Movement	105	" "

Total Minutes Per Week	<u>1605</u>
Hours Per Week	<u>26.8</u>

## 3. Duration of School Day in Secondary School

- a. In secondary schools the school day for instructional purposes shall not exceed six (6) hours, and the total hours in the school days in any calendar week shall be twenty-seven and a half (27.5) hours.
- b. Except in exceptional circumstances where special permission has been obtained from the Employer, no secondary school shall commence instruction before 8:00 a.m., or continue it after 5:00 p.m.

## Article D.24 Teacher Involvement in Planning New Schools

When new school construction or major school renovations are planned in the School District, the Employer shall include teachers in the planning process.

## Article D.25 Home Education

- 1. The Employer agrees to provide evaluation and testing services to students, defined under the **School Act** as Home Education Students as long as Ministry funding levels for these students remain in effect.
- 2. Intentionally left blank / Removed by Legislation

## **Article D.26 Teachers' Assistants and Other Paraprofessionals**

1. All teachers' assistants and other paraprofessionals hired to assist teachers in carrying out their duties and responsibilities shall be under the direction of teachers when assigned to a classroom or when otherwise dealing with students.
2. Teachers shall not write formal evaluations on teachers' assistants and other paraprofessionals.
3. The school based Administrative Officer in consultation with the school based team shall endeavour to provide release time for consultation between teachers and teacher assistants/other paraprofessionals.
4. Teachers' assistants and other paraprofessionals shall not be used as alternatives for qualified professional personnel including Librarians, Counsellors and Teachers-on-Call.

## **Article D.27 Special Education Assistant Orientation**

When a new special worker is assigned to a class during the school year, up to two days of release time shall be provided to the classroom teacher for purposes of program orientation.

## **Article D.28 Student Medication and Medical Procedures**

1. Teachers have a duty to render assistance in an emergency.
2. Teachers shall not be required to administer medication or to administer other medical procedures on a regular or predictable basis.
3. If isolation or other exceptional circumstances prevent the foregoing from being applicable and a teacher is requested to administer medication or other medical procedures, the teacher shall receive appropriate training.

## **SECTION E       PERSONNEL PRACTICES**

### **Article E.1       Non-Sexist Environment**

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

### **Article E.2       Harassment/Sexual Harassment**

#### **1.     General**

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

#### **2.     Definitions**

- a.     For the purpose of this article harassment shall be defined as including:
  - i.       sexual harassment; or

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

### **3. Resolution Procedure**

a. Step 1

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

b. Step 2

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

c. Step 3

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

**4. Remedies**

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
  - i. reinstatement of sick leave used as a result of the harassment;
  - ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
  - iii. redress of any career advancement or success denied due to the negative effects of the harassment;
  - iv. recovery of other losses and/or remedies which are directly related to the harassment.

- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

## **5. Informal Resolution Outcomes**

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



## **6. Training**

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

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

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

## **Article E.11 Appointment Procedures**

1. The Employer shall display in each school copies of all outside advertisements for positions to the teaching staff of the District.
2. Advertisements and application forms shall not include reference to extracurricular activities and programs. Such matters shall not form part of any contract of employment.

## **Article E.12 Posting and Filling: Vacant Positions**

1. A "vacancy" is deemed to exist whenever a new position is created or whenever a teacher in an existing position leaves a school or leaves the bargaining unit.
2. All vacancies to take effect at the start of a school year and identified prior to June 30th shall be posted as soon as reasonably possible in all schools and the District office and a copy sent to the Local office. Vacancies of one (1) month or greater identified after the start of a school year will also be posted and distributed as above.

3. Positions becoming vacant in July or August shall be posted in the District office, with a copy to the Local.
4. In filling vacant positions, the Employer shall proceed in the following order of priority:
  - a. Placement of teachers returning from Deferred Salary Leave Plan;
  - b. Placement of the NOSTA President;
  - c. Placement of teachers who have been teaching outside of Salmon Arm for five (5) years or more;
  - d. Placement of teachers returning from leaves of absence;
  - e. Placement of teachers transferred at the Employer's initiative;
  - f. Placement of full-time teachers;
  - g. Placement of part-time teachers who wish to move to full time;
  - h. The Employer will consider applications for any remaining vacancies from Teachers on Call, and others.
5. The Employer recognizes the instructional contributions of Teachers-on-Call and will notify Teachers-on-Call of the procedure concerning posting and filling upon placement on the Teachers-on-Call list. The Employer, in striving to hire the best possible candidate for teaching positions, will make information available concerning vacancies to Teachers-on-Call. The Employer will seriously consider applications for any vacancies from Teachers-on-Call, and others.
6. The teacher appointed to a position shall be the teacher who has the necessary qualifications for that position. Necessary qualifications are defined in Article C.3.1.a.
7. Positions becoming vacant during the school year may be filled on a temporary basis. The successful applicant shall fill the position at any time deemed by the Employer to be appropriate but not later than at the beginning of the next school year.
8. Notwithstanding the foregoing, a teacher who is less than full time may be assigned any fraction up to .5 of F.T.E. and such fraction shall not be deemed to be a vacancy.

## **Article E.13          Teaching Assignments**

1. In timetabling and preparing teacher assignments, a number of factors should be considered including:
  - a. the number of course preparations and subject areas involved;
  - b. staff qualifications;

- c. training and experience;
- d. Teacher preferences;
- e. the number of classroom locations, and
- f. Intentionally left blank.

Where practicable, special consideration will be given to the assignments of beginning teachers, and timetable constraints and scheduling options will be reviewed with staff prior to being finalized.

- 2. Where practicable a staff meeting shall be held prior to May 31st for the purpose of discussing the proposed timetable and staff assignments for the next school year.
- 3. The teacher assignments in school shall not be made for disciplinary purposes.
- 4. If a change in assignment is made after June 15th, the teacher will be notified as soon as it is known thereafter.
- 5. A teacher who objects to the assignment in the school may request a meeting initially with the school Principal and then with the Superintendent or designate to discuss the assignment. The teacher may be accompanied by a member of the Local.
- 6. Where possible, Administrative Officers new to a school effective September 1st will attend a meeting with the staff at the school prior to June 15th for the purpose of being informed about the proposed staff assignments.

#### **Article E.14          Employer Initiated Transfers**

- 1. Transfers shall not be initiated by the Employer for arbitrary or capricious reasons.
- 2. A District official intending to recommend a forced transfer to a teacher shall, at the request of the teacher, meet with the teacher at least five (5) days prior to the recommendation being placed before the Employer. The nature of the transfer, and the reasons for it shall be communicated to the teacher. The teacher may be accompanied by a member of the Local. The teacher shall have the opportunity to consider the matter and reply within forty-eight (48) hours of the meeting.
- 3. Transfers initiated by the Employer shall be completed no later than June 15th in a school year for the next school year, as far as practicable.
- 4. Unless exceptional circumstances exist, any teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for four (4) school years.
- 5. In the event of an Employer initiated transfer of more than twenty (20) kilometres, the Employer shall provide, upon request, a letter for taxation purposes.

## **Article E.15            Offer of Appointment to the District**

1.     An applicant for appointment shall be entitled to rely on a representation of the Superintendent, an Assistant Superintendent, Director of Instruction, Secretary-Treasurer or Administrative Officer that an offer of any appointment has been made, or that an appointment has been made, or with respect to the terms of such offer or appointment.
2.     The Employer shall confirm an offer of appointment to the district in writing as soon as practicable.
3.     An offer of appointment to the District shall be deemed to be accepted when the acceptance of the offer has been received in writing by the Employer within forty-eight (48) hours of the offer of employment, or as soon as practicable.

## **Article E.16            Orientation**

The parties shall provide new appointees with a program of orientation during a regular school day within the first thirty (30) school days of commencing their duties.

## **Article E.17            Evaluation of Teachers**

1.     All reports on the work of a teacher shall be in writing.
2.     Before commencing observations, the evaluator shall meet with the teacher and discuss the purposes of the evaluation, the approximate time span and schedule of observations and the criteria and standards to be applied. The evaluator, in consultation with the teacher being evaluated, will identify and clarify the criteria and area(s) of expertise to be used in the evaluation.
3.     Not fewer than three (3) nor more than six (6) formal classroom observations which reflect the teacher's assignment, shall be conducted in completing the report process unless mutually agreed.
4.     Periods chosen for observation shall be during normal periods of the school year and the teacher shall have the opportunity to select two (2) observation times.
5.     Following each 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 a reasonable time of the observation.
6.     Reports shall be prepared only by evaluators authorized under Section 5(1) and 5(6) of the ***School Regulation***. Should a teacher request a specific evaluator the request shall not be unreasonably denied. Reports shall be prepared independently.

7. The content of a teaching report shall be a specific objective description by the evaluator of the learning situation. A letter regarding teacher involvement in both non-classroom and extracurricular activities may accompany the teaching report as a separate document at the request of the teacher.
8. In the event of a less than satisfactory report, a teacher may request a plan of assistance from the Employer. This plan of assistance shall include a specified date for completion and shall be completed before another report is initiated unless the plan of assistance is not being followed substantially by the teacher or when the completion date cannot be met.
9. The teacher shall be given a draft copy of a report at least forty-eight (48) hours prior to preparation of the final copy. He/she shall have the opportunity of meeting with the evaluator in the company of a third person to discuss the draft. The evaluator shall strive to ensure accuracy prior to filing the final report.
10. The final report shall be filed in the teacher's personnel file at the District Office. A copy shall be given to the teacher at the time of filing and one retained by the Administrative Officer. No other copies of the report shall be filed.
11. 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.
12. The report shall reflect those aspects of the teaching and learning situation which can reasonably be expected to be a teacher's responsibility and over which a teacher has control.
13. A formal report on a teacher shall be written only in the following circumstances:
  - a. when an Administrator has a cause for concern;
  - b. when the most recent evaluation is less than satisfactory;
  - c. when the teacher is new to the school district;
  - d. when the teacher has a substantially new assignment; and
  - e. when the teacher requests an evaluation.

14. **Teacher Requested Evaluation**

Where a teacher requests a report or letter of recommendation, time limits and procedures may be modified under exceptional circumstances and will be acted upon as soon as practicable.

## **Article E.18                      Intentionally Left Blank / Removed by Legislation**

## **Article E.19                      Non-Discrimination**

1.     The Employer and the Local subscribe to and shall follow the principles of the ***Human Rights Act*** of British Columbia which prohibits discrimination on the following grounds: race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, sex or age of that person or because of his or her conviction for a criminal or summary conviction charge that is unrelated to the employment or to the intended employment of that person.
2.     The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any teacher for reason of membership or activity in the Local.
3.     Any allegation made under this Section will be investigated by the Employer and the results reported to the Local and the Employer.

## **Article E.20                      Personnel Files**

1.     There shall be only one personnel file for each NOSTA member, maintained at district offices. Any file relating to an NOSTA member kept at the school shall be destroyed when the NOSTA member or Administrative Officer leaves that school.
2.     After receiving a written request from an NOSTA member, the Superintendent, or Superintendent's designate, in respect of the personnel file, or the Principal or designate of the school, in respect of the school file, shall within two working days grant access to the NOSTA member's file. Subject to the NOSTA member's written authorization, the Local Union President or designate may review an NOSTA member's personnel file.
3.     An appropriate District administrative official shall be present when a NOSTA member reviews his/her personnel file, and the NOSTA member may be accompanied by an individual of his/her choosing.
4.     The Employer agrees that only factual material relevant to the employment of the NOSTA member shall be maintained in the personnel file and school file.
5.     Neither file shall contain unsigned letters or notes of complaint.
6.     The NOSTA member shall be informed when material of a critical nature is placed in the NOSTA member's personnel file.
7.     Upon written request material critical of the Employee (other than evaluation reports) or in the nature of a reprimand may be removed. If the request is denied, specific reasons for the decision will be articulated. The teacher may attach a statement to the material indicating the nature of the disagreement with non-removal.

8. The personnel file shall be in the custody of the Superintendent or designate and the school file shall be in the custody of the Principal and shall not be accessible to other than appropriate administrative officials of the School District.

#### **Article E.21 School Act Appeals to the Board (Section 11)**

1. Where a pupil and/or parent/guardian files an appeal under Section 11 of the **School Act** and Board By-law of the decision of a teacher, or in connection with or affecting such a Teacher:
  - a. the teacher and the Local shall immediately be notified of the appeal, and shall be entitled to receive all documents relating to the appeal;
  - b. the teacher shall be entitled to attend any meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Local; and
  - c. the teacher shall have the opportunity to provide a written reply to any allegation in the appeal.
2. The Employer shall refuse to hear any appeal where the pupil and/or parent guardian of the pupil has not first discussed the decision with the teacher(s) who made the decision.
3. No decision or By-law of the Employer with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Agreement, or deprive the teacher of any right, benefit or process otherwise provided by law.

#### **Article E.22 Falsely Accused Employee Assistance**

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising his/her duties as an Employee of the District, and if
  - a. an investigation by the Employer has concluded that the accusation is not true on a balance of probabilities, and no criminal charges are laid, or
  - b. an investigation by the Employer has concluded that the accusation is not true on a balance of probabilities; and, should criminal charges result, the teacher is acquitted of criminal charges in relation to the accusation, or
  - c. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false, and no criminal charges are laid, or
  - d. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false; and, should criminal charges result, the teacher is acquitted of criminal charges in relation to the accusation, then

the teacher shall be entitled to reasonable assistance in addition to that provided through the Employee Assistance Program. The teacher, together with the Superintendent of Schools and the President of the Local, shall jointly establish a plan of assistance to facilitate the teacher's successful return to teaching duties.

2. Such assistance, pursuant to Article E 22.0(1) may include special counselling for the teacher and family members; short term paid leave of absence for the teacher; position transfer; and, upon request by the teacher, provision of factual information to parents and students.
3. Where a teacher has been suspended pursuant to Section 15(4) of the **School Act**, the Employee shall be reinstated with full pay providing the teacher is acquitted of the charges and any additional investigation by the Employer concludes that, on a balance of probabilities, the teacher has not been guilty of any wrongdoing.



## **SECTION F**

## **PROFESSIONAL RIGHTS**

### **Article F.11 Professional Development**

1. The Employer shall pay one hundred and fifty dollars (\$150) per full-time equivalent teacher and the Local shall pay forty (\$40) per full-time equivalent teacher to establish a fund for the purpose of professional development. This fund shall be controlled and administered by the Professional Development Committee pursuant to guidelines approved by both the Employer and the Local.
2. The Board shall provide one Teacher on Call day for each F.T.E. teacher on staff as at October 31st of each school year. A record of the use of all such days shall be kept by the Employer and by the School Pro-D Committee on a per teacher basis. Unused days shall be carried forward to the next school year on a per teacher basis for up to three school years except for circumstances within the three year period when a teacher applies, in advance, to attend a specific program.
3. The Professional Development fund shall be controlled and administered by the Local.
4. Disbursements shall be made pursuant to the guidelines contained in the Professional Development Handbook.
5. The Professional Development Handbook shall be developed by the Professional Development Committee and approved by both the Employer and the Local.
6. The Professional Development Committee shall be chaired by the Local's Professional Development Chairperson.
7. The membership of the Professional Development Committee shall be as established in the Professional Development Handbook.
8. The per teacher Pro-D funds and T.O.C. days are portable on transfer to another assignment within the District.
9. The Pro-D fund will not be required to finance curriculum implementation or educational change in the District.

### **Article F.12 Non-Instructional Days**

1. All of the available non-instructional days as provided in the School Calendar and authorized by the Employer shall be used for Teacher Professional Development activities.
2. A minimum of three (3) non-instructional days shall be used for activities determined at the school level by the school Staff and jointly approved by the School staff and Administrative Officer(s).

3. Such activities may include: program development, staff development, school planning and individual in-service. One day may be used for parent-teacher interviews.
4. A maximum of two (2) non-instructional days may be used for other activities such as district-wide in-service days and conventions.
5. Non-instructional days as prescribed by the School Calendar shall be considered as instructional days for salary purposes.
6. The year-end administration day is not considered as one of the Professional Development days described above.

#### **Article F.13            Assessment Days**

1. The Employer shall provide each F.T.E. teacher, Kindergarten and Primary (Grades 1, 2, 3) with one (1) day in the first reporting period and one (1) day in the second reporting period for assessment purposes. The school based team consisting of the Principal, teacher, Local Representative and a District Representative, shall develop a plan to provide every teacher with Kindergarten and Primary (Grades 1, 2, 3) pupils with time to write assessment reports on pupils and to consult with parents.
2. The provision of two assessment days will apply to Grade 4 classes.

#### **Article F.14            Parent-Teacher Conferences**

The Employer shall make every effort to provide time during normal instruction hours for teachers to confer with parents on parent-teacher conference days.

#### **Article F.15            Curriculum Implementation, Educational and Technological Change**

When new curriculum, educational or technological change is being introduced to the School District it will be the responsibility of a jointly established standing committee to make recommendations to the Employer and the Local regarding implementation including time, material, in-service and funding. The Pro-D Chair is entitled to be informed of funding that the Employer has received for the purpose of curriculum, educational, or technological change.

## **Article F.16            Accreditation**

1.     Unless directed by the Ministry, accreditation is voluntary. Accreditation shall occur only in those schools where the majority decision of the school staff is to undertake such accreditation.
2.     The NOSTA President will be informed of the proposed accreditation at least seventy-two (72) hours prior to the school staff vote on that matter.
3.     The purpose of school accreditation is to provide school staffs with an opportunity to develop, in co-operation with their local communities, the best possible school climate and selection of programs.
4.     Resources as provided in the Block Funding or through other additional Ministry funds shall be used as determined by the School Accreditation Committee.
5.     Resources provided for follow-up activities in the Block Funding or through other additional Ministry funds shall be so used.

## **Article F.17            Inter-School Visitations**

Leave with pay may be granted up to a maximum of one (1) day to visit other schools to observe teaching procedures, curriculum development and classroom management. This leave provision is subject to the availability of funds for Teacher-on-Call coverage.

## **SECTION G      LEAVES OF ABSENCE**

### **Article G.1      Portability of Sick Leave**

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

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

[See Article G.16 Sick Leave, for sick leave use and accrual]

### **Article G.2      Compassionate Care Leave**

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

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

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

[See also Article G.22 Compassionate Leave for short term compassionate leave of up to five days.]

## **Article G.11          Notice**

All leave requests under this Section shall be in writing and shall give reasonable notice to the Employer considering all the circumstances of the leave. In cases of emergency the written leave request may be submitted retroactively.

## **Article G.12          President's Leave**

- 1. The Employer agrees to release the President of the Local from teaching duties.
- 2. Request for such leave shall be in writing and received by the Employer prior to May 15th preceding the school year for which the leave is requested.

3. The Employer shall continue to pay the President's salary and to provide benefits as specified in the Agreement.
4. The Local shall reimburse the Employer for 100% (one hundred percent) of such salary and benefits upon receipt of a monthly statement.
5. The President, returning to teaching duties upon completion of a leave period, shall be assigned:
  - a. upon a leave period of up to two years, to the position that he/she would have held if the leave had not been taken;
  - b. upon a leave period of more than two years, to a similar position to that held prior to the leave or to another position agreeable to the teacher and Employer.
6. For purposes of pension, experience, sick leave and seniority, the President shall be deemed to be in the full employ of the Employer.
7. In the event the President is unable to fulfill the presidential duties due to illness, the Employer shall provide a Teacher-on-Call, at Local cost, to permit another Local member to assume the duties of the President.

#### **Article G.13            Leave for Local and BCTF Business**

1. An Employee covered by this Agreement shall be entitled to release time from instructional duties to carry out Local business.
2. Short term release time will be granted as follows:
  - a. School Staff Representative - up to 3 days
  - b. Local Representative - up to 10 days
  - c. Local/BCTF/CTF Committees, Representative Assembly and Task Force and Advisory Board on Teacher Education Programs - up to 15 days.

In addition to these days, five (5) additional days may be granted at the discretion of the Superintendent.
3. The total release time allowable for all of the above shall be twenty (20) days. Additional days may be granted by the Superintendent.
4. The following leaves shall not be subject to the above limit of twenty (20) days:
  - a. Employer paid Local leaves;
  - b. leave for contract negotiations;
  - c. TQS and TQB;

- d. Ministry of Education;
- e. College of Teachers;
- f. BCTF Executive

Such release from duties shall be granted without loss of pay subject to the Employer being reimbursed for the cost of the Teacher-on-Call and subject to obtaining the services of a satisfactory Teacher-on-Call.

5. Positions with the BCTF

- a. In the event that an Employee covered by this Agreement is elected to a full-time position as an officer of the BCTF, or is appointed on a term contract of employment to the administrative staff of the BCTF, or secondment to the Federation, leave of absence without pay shall be granted for the duration of those duties. Approval for such leave shall be subject to obtaining the services of a satisfactory Teacher-on-Call.
  - b. For the purposes of pension, experience, sick leave and seniority the Employee shall be deemed to be in the full employ of the Employer. In such case the Employee shall be entitled, on written notice by the Employee to the Superintendent at least two months prior to Labour Day, the end of Christmas break or the end of spring break, to return to employment with the District effective the commencement of that term, and shall be entitled to an assignment comparable to that previously held.
6. Those returning from long term certain leaves within a school year shall be reassigned to the same position held prior to the leave. A teacher returning from leave extending into the next school year shall be assigned to a reasonably comparable position.

**Article G.14          Leave for Contract Negotiations**

Leave of absence with pay shall be granted to three (3) members of the Local to conduct negotiations held during instructional hours.

**Article G.15          Leave for Local Representatives**

- 1. The Employer shall recognize a reasonable number up to nine (9) Local Representatives appointed or otherwise selected by the Local bargaining unit, whose duties shall be to investigate and to attempt to settle disputes.
- 2. The Local shall notify the Employer, in writing, of the name of each Local Representative before the Employer shall be required to recognize him/her.

3. When requested by the teacher, a Local Representative shall be relieved of instructional duties without loss of pay to attend any meeting involving the teacher and the Employer concerning disciplinary matters and grievances.
4. Local Representatives shall make every attempt to arrange to conduct grievance investigations and other Local business in such a manner as not to disrupt classroom or other instruction and may, if conditions warrant, be given leave for such investigations.

## **Article G.16      Sick Leave**

1. Sick leave with pay is earned on the basis of 1.5 days for each month taught by the teacher in the service of the Employer. Teachers on part-time appointments will accrue sick leave on a proportionate basis to their appointment.
2. Any days during which the teacher has been absent with full pay for reasons of illness, injury or unavoidable quarantine shall be charged against sick leave accumulated by the teacher.
3. When an Employee is given leave of absence without pay for any reason or is laid off and returns to the service of the Employer upon expiration of such leave of absence or layoff, he/she shall not receive sick leave allowance for the period of such absence, but shall retain his cumulative allowance, if any, existing at the time of such leave or layoff. Any credits which have been ported from SD No. 83 to another district pursuant to PCA Article G.1 shall not be available to the teacher. Pursuant to PCA article G.1, an employee who is rehired to SD No. 83 is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in his/her previous school district.
4. There is no maximum to the number of days sick leave that may be accumulated or used. The maximum number of days of sick leave allowed with full pay in any one school year shall not exceed 120 days.
5. Each teacher shall receive by October 31st an annual statement of his/her accumulated sick leave as of June 30th.
6. 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 District 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.
7. A teacher may be required to provide an acceptable medical certificate in relation to any absence due to illness or injury.
8. Refer to PCA Article G.1 for porting of sick leave to/from other school districts.
9. Sick leave accumulated and unused prior to June 30, 1990 shall be carried forward on behalf of each teacher.



## **Article G.17            Maternity Leave**

### **1.        Short-Term Maternity Leave**

- a.        A pregnant teacher shall be granted, upon request, a leave of absence as provided for in the ***Employment Standards Act***.
- b.        At the time of requesting the leave, the teacher may elect to return on a date which would coincide with the commencement of the term, semester, or the first day of school following the spring break or Christmas break which first succeeds the statutory maternity leave. Such leave will be granted on the same conditions provided for in the ***Employment Standards Act***. A teacher on short term maternity leave shall receive experience recognition for the duration of this leave.

### **2.        Extended Maternity Leave**

- a.        Teachers granted leave under the above mentioned paragraphs, who choose not to return to work at the expiration of that leave may apply for extended maternity leave, four (4) weeks prior to the start of a semester or term or by May 31st in respect to leave expiring on June 30th.
- b.        Leave shall be granted upon request for a period of up to a maximum of twenty (20) school months with return to coincide with the commencement of a term or semester.
- c.        Teachers returning from extended maternity leave shall do so at the commencement of a term or semester and shall notify the Employer four (4) weeks in advance except in respect to leave expiring June 30th where notice shall be given by May 31st.
- d.        For those benefits capable of being maintained, a teacher on extended maternity leave may, upon payment of total premiums, have the benefits paid by the Employer for the duration of the leave.
- e.        If at the end of the agreed-upon period of leave, the teacher is unable to return to duty because of ill health, she shall qualify for her sick leave provisions and a Teacher-on-Call shall be appointed until she returns to duty.

### **3.        Early Return and Emergency Situations**

- a.        In the case of an incomplete pregnancy, death of a child, or other special situations, an application for return to duty at a date earlier than that specified above will be considered by the Employer. Every reasonable effort will be made to comply with such an application. The teacher intending to make an early return to duty will submit a written application and, where applicable, a medical certificate.

- b. A teacher returning from maternity leave within a school year shall be reassigned to the same position held prior to the leave. A teacher returning from maternity leave extending into the next school year shall be assigned to a reasonably comparable position. Notwithstanding this, a teacher may apply for any vacant position.

#### 4. **Supplemental Unemployment Benefits on Maternity Leave**

- a. When a pregnant teacher takes the maternity leave to which she is entitled pursuant to the ***Employment Standards Act***, the Employer shall pay the teacher,
  - i. 85 percent of her current salary for the first two weeks of the leave and during the remaining period the teacher is eligible to receive EI maternity benefits,
  - ii. the difference between 85 percent of her current salary and the amount of EI maternity benefits received by the teacher.
- b. The Employer agrees to enter into the Supplemental Employment Benefit (SUB) Plan agreement required by the ***Employment Insurance Act*** in respect of such maternity payment.

### **Article G.18          Parenthood Leave**

- 1. A teacher with a dependent child shall be granted upon request leave of absence without pay;
  - a. for a period of up to twenty (20) months,
  - b. the return to duty will coincide with the commencement of a term or semester or the first day after the Christmas or Spring Break.
- 2. Requests for Parenthood Leave must be submitted in writing to the Employer by March 31st if leave is to commence the following September, or three (3) months in advance if the leave is to begin during the school year.
- 3. For those benefits capable of being maintained a teacher may, upon payment of the total premium have the benefits paid by the Employer, for the duration of the leave.
- 4. A teacher shall be entitled to no more than two (2) leaves under this Article while employed by the Employer.

### **Article G.19          Paternity Leave**

A male teacher shall be granted paternity leave up to two (2) days with pay to attend the birth of his child or to care for the family during or after the birth. Leave may be taken in two (2) segments.

## **Article G.20          Adoption Leave**

1. In the case of adoption, maternity leave shall be granted on request and shall commence from the date of arrival of the child in the home. The provisions of the Maternity Leave Article shall apply.
2. A teacher shall be granted leave for mandatory interviews or traveling time to receive a child. Leave granted with pay for such purposes shall not exceed one (1) day but may be taken in half days.
3. Two (2) days at the cost of a Teacher-on-Call may be taken. These days may also be taken in half days.

## **Article G.21          Bereavement Leave**

1. The Employer shall grant leave with pay to a maximum of five (5) days in the case of a death of a spouse, including a common-law spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
2. In the event of the death of any relative not mentioned above or a friend of a teacher, the teacher shall be entitled to leave for up to one (1) day with pay, for the purpose of attending the funeral. Two (2) days maximum per school year shall be useable under this clause.

## **Article G. 22          Compassionate Leave**

Where a teacher makes written application for compassionate leave because of serious illness within the teacher's 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.

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

## **Article G.23          Jury Duty and Court Appearances**

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 the basic stipend received for jury duty.
2. Leave of absence to appear in one's own defense or in appearances created by the teacher's private affairs shall be granted, at the cost of a Teacher-on-Call, unless under suspension by the Board pursuant to Section 15 of the **School Act**.

## **Article G.24            Leave for Elected Office or Community Service**

1.     When a teacher is nominated as a candidate or wishes to contest a Federal or Provincial election, he/she shall be granted leave of absence without pay during the election campaign.
2.     Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, he/she shall be granted a long-term leave of absence without pay, for one or more terms of office, not to exceed five (5) years. Leaves beyond five (5) years shall be at the discretion of the Superintendent.
3.     Teachers elected or appointed to Municipal or Regional District offices or public boards or teachers with community service requests shall be granted a leave of absence in any school year of two (2) days at the cost of a Teacher-on-Call. The teacher may request up to a further three (3) days' leave.

## **Article G.25            Leaves: Other**

1.     A teacher may request and shall be granted a leave of absence with pay for any of the following reasons:
  - a.     Examinations - To write an examination in a subject related to the teaching assignment. A maximum of one (1) day.
  - b.     Convocation - To receive a degree or diploma from an educational institution or to be present when a member of the teacher's immediate family (child, spouse, sibling, parent) receives a degree or diploma. A maximum of one (1) day, but the leave to attend convocation of the immediate family shall be at the cost of a Teacher-on-Call.
  - c.     Competitions - To participate (play, coach, referee, manage or train) in a provincial, national or international competition or festival. The teacher will be required to present a letter from the representative group confirming that the individual's participation is needed and confirming that the function is a provincial, national or international competition or festival.
  - d.     Citizenship - To attend a ceremony where the teacher is granted Canadian citizenship. A maximum of one (1) day.
  - e.     Marriage - To attend the teacher's own marriage, should this occur on a school day. A maximum of one (1) day.
  - f.     Educational Activities - To give an address on educational matters at workshops, conferences or conventions. A maximum of two (2) days, but at the cost of a Teacher on Call.
  - g.     Personal Leave - Personal leave, with pay, up to a maximum of two (2) days shall be granted in any one school year at the cost of a Teacher-on-Call.

2. No teacher shall be entitled to receive more than five (5) days leave under this Article in any one school year.

## **Article G.26 Self-Funded Leave Plan**

1. The Employer shall administer a mutually agreed Self-Funded Leave Plan as determined by a separate agreement.

## **Article G.27 Educational Leave**

1. Teachers wishing to pursue an approved program of studies at a recognized university may be granted a leave of absence for ten (10) months without pay.
2. **Criteria**
  - a. Educational leave shall normally be for one year;
  - b. Candidates for educational leave must hold a continuing teaching appointment;
  - c. Factors affecting approval:
    - i. program to be undertaken;
    - ii. potential value of program to District;
    - iii. quality of service to date.
3. **Application**
  - a. Teachers desiring educational leave under this Article shall apply to the Superintendent of Schools;
  - b. The final date for receipt of application for educational leave of absence in the ensuing year will be March 28th.
4. **Return**
  - a. Teachers granted educational leave will return to service with the District for at least two years.
  - b. On return from educational leave, a teacher will be assigned to a position similar to that which was held previously.
  - c. The period for which such leave is granted will be counted as teaching experience for salary purposes.

## SIGNATURES

DATED at Salmon Arm, BC this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)

\_\_\_\_\_

NORTH OKANAGAN-SHUSWAP TEACHERS' ASSOCIATION

\_\_\_\_\_

BRITISH COLUMBIA TEACHERS' FEDERATION

\_\_\_\_\_

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

\_\_\_\_\_

## Appendix A

### Basic Salary Scale

#### NORTH OKANAGAN-SHUSWAP S.D.#83

<b>TEACHER SALARY GRID:</b> <b>EFFECTIVE JULY 01, 2006 (2.5% Increase)</b>				
<b>LEVEL</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+15</b>	<b>Cat 6</b>
0	38,966	41,795	44,881	45,964
1	40,851	44,188	47,451	48,570
2	42,736	46,580	50,021	51,176
3	44,621	48,972	52,592	53,783
4	46,506	51,365	55,162	56,389
5	48,392	53,757	57,733	58,995
6	50,277	56,150	60,303	61,601
7	52,162	58,542	62,873	64,207
8	54,047	60,934	65,444	66,813
9	55,932	63,327	68,014	69,420
10	57,817	65,719	70,585	72,026

<b>TEACHER ON CALL DAILY RATES - LOCAL 83</b> <b>EFFECTIVE JULY 01, 2006 (2.5% Increase)</b>				
<b>LEVEL</b>	<b>PC/4</b>	<b>PB/5</b>	<b>5+15</b>	<b>PA/6</b>
1/230 - Minimum 194.75/day	194.75	194.75	195.13	199.84
4% Holiday Pay	202.54	202.54	202.94	207.84
Additional \$3/day in Lieu of Benefits	3.00	3.00	3.00	3.00

<b>TEACHERS ON CALL - EFFECTIVE JULY 01, 2006</b> <b>* ON SCALE RATE 1/189</b>				
<b>EXP</b>	<b>PC/4</b>	<b>PB/5</b>	<b>5+15</b>	<b>PA/6</b>
0	206.17	221.14	237.46	243.20
1	216.14	233.80	251.07	256.98
2	226.12	246.46	264.66	270.77
3	236.09	259.11	278.26	284.56
4	246.07	271.77	291.86	298.35
5	256.04	284.43	305.47	312.14
6	266.02	297.09	319.06	325.93
7	275.99	309.75	332.66	339.72
8	285.96	322.40	346.27	353.51
9	295.94	335.06	359.86	367.30
10	305.91	347.72	373.46	381.09

\* On the 4th consecutive day and subsequent consecutive days worked in an assignment or assignments, retroactive to the first day worked.

**NORTH OKANAGAN-SHUSWAP S.D.#83**

<b>TEACHER SALARY GRID:</b> <b>EFFECTIVE JULY 01, 2007 (2.5% Increase)</b>				
LEVEL	Cat 4	Cat 5	Cat 5+15	Cat 6
0	39,941	42,840	46,002	47,113
1	41,873	45,292	48,643	49,784
2	43,805	47,745	51,283	52,456
3	45,737	50,197	53,923	55,127
4	47,669	52,649	56,564	57,798
5	49,602	55,101	59,204	60,470
6	51,534	57,553	61,845	63,141
7	53,466	60,005	64,485	65,812
8	55,398	62,458	67,126	68,484
9	57,330	64,910	69,766	71,155
10	59,263	67,362	72,406	73,826

<b>TEACHER ON CALL DAILY RATES - LOCAL 83</b> <b>EFFECTIVE JULY 01, 2007 (2.5% Increase)</b>				
LEVEL	PC/4	PB/5	5+15	PA/6
1/230 - Minimum 199.6/day	199.60	199.60	200.01	204.84
4% Holiday Pay	207.61	207.61	208.01	213.04
Additional \$3/day in Lieu of Benefits	3.00	3.00	3.00	3.00

<b>TEACHERS ON CALL - EFFECTIVE JULY 01, 2007</b> <b>* ON SCALE RATE 1/189</b>				
EXP	PC/4	PB/5	5+15	PA/6
0	211.33	226.67	243.40	249.28
1	221.55	239.64	257.37	263.41
2	231.77	252.62	271.34	277.54
3	241.99	265.59	285.31	291.68
4	252.22	278.57	299.28	305.81
5	262.45	291.54	313.25	319.95
6	272.67	304.51	327.22	334.08
7	282.89	317.49	341.19	348.21
8	293.11	330.47	355.16	362.35
9	303.33	343.44	369.13	376.48
10	313.56	356.41	383.10	390.61

\* On the 4th consecutive day and subsequent consecutive days worked in an assignment or assignments, retroactive to the first day worked.



**NORTH OKANAGAN-SHUSWAP S.D.#83**

<b>TEACHER SALARY GRID:</b> <b>EFFECTIVE JULY 01, 2008 (2.5% Increase + Harmonization at Step 10)</b>				
LEVEL	Cat 4	Cat 5	Cat 5+15	Cat 6
0	40,939	43,911	47,152	48,291
1	42,920	46,425	49,859	51,029
2	44,900	48,938	52,565	53,767
3	46,881	51,452	55,272	56,505
4	48,861	53,965	57,978	59,243
5	50,842	56,479	60,684	61,982
6	52,822	58,992	63,391	64,720
7	54,803	61,506	66,097	67,458
8	56,783	64,019	68,804	70,196
9	58,764	66,532	71,510	72,934
10	62,567	71,117	76,168	77,942

<b>TEACHER ON CALL DAILY RATES - LOCAL 83</b> <b>EFFECTIVE JULY 01, 2008 (2.5% Increase)</b>				
LEVEL	PC/4	PB/5	5+15	PA/6
1/230 - Minimum 204.60/day	204.60	204.60	205.01	209.96
Additional 4% Holiday Pay	8.18	8.18	8.20	8.40
Additional \$3/day in Lieu of Benefits	3.00	3.00	3.00	3.00

<b>TEACHERS ON CALL - EFFECTIVE JULY 01, 2008</b> <b>* ON SCALE RATE 1/189</b>				
EXP	PC/4	PB/5	5+15	PA/6
0	216.61	232.33	249.48	255.51
1	227.09	245.63	263.80	269.99
2	237.57	258.93	278.12	284.48
3	248.05	272.23	292.44	298.97
4	258.52	285.53	306.76	313.46
5	269.01	298.83	321.08	327.95
6	279.48	312.13	335.40	342.43
7	289.96	325.43	349.72	356.92
8	300.44	338.72	364.04	371.41
9	310.92	352.02	378.36	385.89
10	331.04	376.28	403.01	412.39

\* On the 4th consecutive day and subsequent consecutive days worked in an assignment or assignments, retroactive to the first day worked.

**NORTH OKANAGAN-SHUSWAP S.D.#83**

<b>TEACHER SALARY GRID: EFFECTIVE JULY 01, 2009 (2.5% Increase)</b>				
<b>LEVEL</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+15</b>	<b>Cat 6</b>
0	41,963	45,009	48,331	49,498
1	43,993	47,585	51,105	52,305
2	46,023	50,162	53,879	55,111
3	48,053	52,738	56,653	57,918
4	50,083	55,314	59,427	60,725
5	52,113	57,891	62,202	63,531
6	54,143	60,467	64,976	66,338
7	56,173	63,043	67,750	69,144
8	58,203	65,619	70,524	71,951
9	60,233	68,196	73,298	74,757
10	64,131	72,895	78,072	79,891

<b>TEACHER ON CALL DAILY RATES - LOCAL 83 EFFECTIVE JULY 01, 2009 (2.5% Increase)</b>				
<b>LEVEL</b>	<b>PC/4</b>	<b>PB/5</b>	<b>5+15</b>	<b>PA/6</b>
1/230 - Minimum 209.70/day	209.70	209.70	210.14	215.21
4% Holiday Pay	8.39	8.39	8.41	8.61
Additional \$3/day in Lieu of Benefits	3.00	3.00	3.00	3.00

<b>TEACHERS ON CALL - EFFECTIVE JULY 01, 2009 * ON SCALE RATE 1/189</b>				
<b>EXP</b>	<b>PC/4</b>	<b>PB/5</b>	<b>5+15</b>	<b>PA/6</b>
0	222.03	238.14	255.72	261.89
1	232.77	251.77	270.40	276.75
2	243.51	265.41	285.07	291.59
3	254.25	279.04	299.75	306.44
4	264.99	292.67	314.43	321.30
5	275.73	306.30	329.11	336.14
6	286.47	319.93	343.79	350.99
7	297.21	333.56	358.47	365.84
8	307.95	347.19	373.14	380.69
9	318.69	360.83	387.82	395.54
10	339.32	385.69	413.08	422.70

\* On the 4th consecutive day and subsequent consecutive days worked in an assignment or assignments, retroactive to the first day worked.

**NORTH OKANAGAN-SHUSWAP S.D.#83**

<b>TEACHER SALARY GRID:</b> <b>EFFECTIVE JULY 01, 2010 (2.5% Increase)</b>				
LEVEL	Cat 4	Cat 5	Cat 5+15	Cat 6
0	42,802	45,909	49,298	50,488
1	44,872	48,537	52,127	53,351
2	46,943	51,165	54,957	56,214
3	49,014	53,793	57,786	59,076
4	51,084	56,421	60,616	61,939
5	53,155	59,048	63,446	64,802
6	55,226	61,676	66,275	67,664
7	57,296	64,304	69,105	70,527
8	59,367	66,932	71,934	73,390
9	61,437	69,560	74,764	76,252
10	65,414	74,353	79,634	81,489

<b>TEACHER ON CALL DAILY RATES - LOCAL 83</b> <b>EFFECTIVE JULY 01, 2010 (2.5% Increase)</b>				
LEVEL	PC/4	PB/5	5+15	PA/6
1/230 - Minimum 213.90/day	213.90	213.90	214.34	219.52
4% Holiday Pay	8.56	8.56	8.58	8.78
Additional \$3/day in Lieu of Benefits	3.00	3.00	3.00	3.00

<b>TEACHERS ON CALL - EFFECTIVE JULY 01, 2010</b> <b>* ON SCALE RATE 1/189</b>				
EXP	PC/4	PB/5	5+15	PA/6
0	226.47	242.90	260.84	267.13
1	237.42	256.81	275.80	282.28
2	248.38	270.71	290.78	297.43
3	259.33	284.62	305.75	312.57
4	270.29	298.52	320.72	327.72
5	281.24	312.42	335.69	342.87
6	292.20	326.33	350.66	358.01
7	303.15	340.23	365.63	373.16
8	314.11	354.14	380.60	388.31
9	325.06	368.04	395.58	403.45
10	346.11	393.40	421.34	431.16

\* On the 4th consecutive day and subsequent consecutive days worked in an assignment or assignments, retroactive to the first day worked.

## Appendix B

### Positions of Special Responsibilities

#### Grid – July 1, 2006 – June 30, 2011

Level	Position	July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
Level 1	Department Head Team Leader	\$ 2,158	\$ 2,212	\$ 2,267	\$ 2,324	\$ 2,370
Level 2	Resource Teachers	\$ 4,106	\$ 4,209	\$ 4,314	\$ 4,422	\$ 4,510
Level 3		\$ 5,477	\$ 5,613	\$ 5,754	\$ 5,898	\$ 6,016
Level 4	Music Co-ordinator	\$ 7,301	\$ 7,484	\$ 7,671	\$ 7,862	\$ 8,020

## Appendix C

### Memorandum Re: Instalment Savings Plan / Twelve Month Pay

[This Appendix does not form a part of the collective agreement and is attached for information purposes only.]



## North Okanagan-Shuswap School District #83

P.O. Box 129 ~ 220 Shuswap St. N.E. ~ Salmon Arm, B.C. V1E 4N2

Phone: (250) 804-7831 Fax: (250) 832-9428

E-Mail: [bhunt@sd83.bc.ca](mailto:bhunt@sd83.bc.ca)

### MEMORANDUM

<b>To:</b> Teachers Holding a Continuing or Temporary Contract to June 29, 2007	<b>Date:</b> 08 November 2006
<b>Cc:</b> Elaine Turner, Payroll Supervisor	
<b>From:</b> Bruce Hunt, CGA, Secretary Treasurer	
<b>&amp;</b> Lynda Nicholson, President, NOSTA	
<b>Re:</b> Instalment Savings Plan/Twelve Month Pay	

With the recent ratification of the Provincial Agreement, there is now another option to consider; where a Teacher would like assistance in setting funds aside for July and August.

Previously we have outlined two options for teachers, a brief summary of the three options is provided below. We believe Option 1 or 2 are preferable, if you wish to retain 100% interest earned on the funds.

<u>Option 1: Teacher Self- Administered</u>	<u>Contact/Process</u>
Teacher opens a second account (savings) at their current financial institution. A portion of your net pay is automatically put in this account each month. Your financial institution will credit interest each month.. Teacher withdraws funds personally in July/August as required.	<ol style="list-style-type: none"><li>1. Go to your financial institution – open a savings account.</li><li>2. Advise Payroll (Elaine Turner) of the account number and monthly amount.</li></ol>
<u>Option 2: Salmon Arm Savings &amp; Credit Union : Teacher Instalment Credit Savings Plan</u>	<u>Contact/Process</u>
Teacher opens a special “payroll savings	<ol style="list-style-type: none"><li>1. Contact SASCU to set up Teacher</li></ol>

<p>account at SASCU. 16.67% of the monthly net pay is deposited to this account. Interest is credited to this account. The balance of the teacher's net pay must also be deposited to an account at SASCU (Primary Account). The teacher does not have access to the funds during the school year - funds "held in trust". One quarter of the funds will be automatically transferred to the teacher's SASCU chequing account on July 15<sup>th</sup>, July 31<sup>st</sup>, August 15<sup>th</sup> and September 01<sup>st</sup>.</p>	<p>Instalment Payroll Savings Account Side Agreement.</p> <ol style="list-style-type: none"> <li>2. Provide Payroll (Elaine Turner) with the account number and authorization to deduct.</li> </ol>
--	---

<p><b><u>Option 3: Optional Twelve-Month Pay Plan (Provincial Agreement)</u></b></p> <p>Teacher requests the school district to deduct a specific amount from their monthly net pay. The school district holds these funds and pays out 50% on July 15<sup>th</sup> and August 15<sup>th</sup> into the teacher's chequing account.</p> <p><b>For 2006/2007 and 2007/2008 the School District retains all interest earned.</b></p> <p>Subsequent years the teachers are credited for Interest for the period January to March, and interest for April – August remains with the School District (Provincial Plan).</p>	<p><b><u>Contact/Process</u></b></p> <ol style="list-style-type: none"> <li>1. Contact Payroll (Elaine Turner) if you have questions. Fill out the form and forward to Payroll.</li> </ol>
--	--

# LOCAL LETTERS OF UNDERSTANDING

## Letter of Understanding

Between

**Shuswap Teachers' Association**

And

British Columbia Teachers' Federation (BCTF)

And

The Board of School Trustees of  
School District **No. 83 (North Okanagan-Shuswap)** (the Board)

And

British Columbia Public School Employers' Association (BCPSEA)

## **Re: Speech and Language Pathologists**

Whereas the Labour Relations Board on June 24, 2002, granted a variation in the certification of the BCTF to include all speech and language pathologists employed by the Board;

The parties agree to establish terms and conditions of employment for those employees as follows:

1. The collective Agreement as it relates to employees in School District No. 83 (North Okanagan-Shuswap) shall apply in full to speech and language pathologists except where the agreement language relates solely and exclusively to classroom based assignments or where modified specifically by the Letter of Understanding. Wherever the term "teacher" is used in a provision in the Collective Agreement, that provision applies to speech and language pathologists, except as amended by this Letter.
2. The parties agree that Article C17.2 (regarding uncertificated Teachers-on-Call) does not have application to speech and language pathologists.
3. The parties agree that Article B12.2 shall be amended by adding B12.2 (1) as follows:

"The category placement of speech and language pathologists 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."

4. The parties agree that Article B12 shall be amended by adding B12.5 as follows:

### **"Experience Recognition – Speech and Language Pathologists:**

Experience recognition shall be granted in accordance with the applicable provisions of Section B for professional employment as a speech and language pathologist or physiotherapist in a school district, hospital, clinic or government funded agency, provided that:

- B12.5 (1)** Employment shall be deemed to be equivalent to one full work year as follows:  
B12.5 (1) (a) for school district employment, ten (10) months,  
B12.5 (1) (b) for other employment, twelve (12) months.”

5. The parties agree to amend Article D15 by adding the following as D15.1:

**“Regular Work Year for Speech and Language Pathologists**

The work year for speech and language pathologists shall not exceed the total number of days in session established for teachers pursuant to D15.0 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. Speech and language pathologists covered by this Letter of Understanding who agree upon request in writing by the Board to work more than the total number of days so established in the work year, shall have the options set out in D15 (5).”

6. The parties agree to amend Article D19 by adding the following as D19 (7):

“Despite D19 (4), staff meetings for speech and language pathologists may be held on any work day within the work year as established by D15.0.”

7. The terms of this agreement come into effect as of the ratification of this Letter of Understanding, except as agreed by the STA and the Board.

Date: April 17, 2003

For the STA

For the Board

For BCTF  
Irene Lanzinger

For BCPSEA  
Hugh Finlayson



# **PROVINCIAL LETTERS OF UNDERSTANDING/INTENT**

## **LETTER OF INTENT No. 1**

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

**Re: Formalization of Middle School Provisions**

Does not apply in School District No. 83 (North Okanagan-Shuswap)

# **LETTER OF UNDERSTANDING NO. 1**

## **BETWEEN**

**The British Columbia Teachers' Federation**

## **AND**

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

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

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

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

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

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

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

NOTE: This consolidation of Letter of Understanding No. 1 (Designation of Provincial and Local Matters), including Appendices 1 and 2, includes the agreement of May 31, 1995, and subsequent amendments up to April 2004.
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<p style="text-align: center;"><b>Appendix 1</b> <b>PROVINCIAL MATTERS</b></p>
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## Appendix 1 – Provincial Matters

### Housekeeping — Form Issues

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

### Section A — The Collective Bargaining Relationship

1. Term and Renegotiation
  - 1.71 *Negotiations - Provision for Re-Opening During Tern, Re-Opening Agreement During Present Term of Contract*
  - 1.99 *Bridging, Strikes, Term of Agreement, Renewal of Agreement*
  - 3.29 *Retroactivity*
2. Legislative Change
  - 3.18 *Legislative Change*
3. Recognition of the Union
  - 3.28 *Recognition of Union*
4. Membership Requirement
  - 3.49 *Membership Requirements*
5. Exclusions from the Bargaining Unit
  - 3.8 *Bargaining Unit - Exclusion From Inter-Union Liaison*
6. No Contracting Out
  - 1.32 *Contracting Out, Job Security*
7. Local/BCTF Dues Deduction
  - 3.48 *Dues Deduction - BCTF and Association, College Fees*
8. President's /Officer Release
  - 1.61 *President's/Officer Release, Other Officers*
9. Management Rights
  - 3.21 *Management Rights / Responsibilities*
10. Pro-D Chairperson Release
  - 1.79 *Coordinators of Professional Development - Leave & 1.10 - Role into 10*
11. Release for Local, BCTF, CTF, College of Teachers and Education International Business
  - 1.65 *Leave - Union Business, BCTF, CTF, COT; Long Term*
  - 1.66 *Leave - BCTF, CTF, COT, Union Business; Short Term*
12. Leave for Contract Negotiations
  - 1.57 *Contract Negotiations Leave*
13. Staff Representatives
  - 3.51 *Representatives, School Staff*

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

**Due Process Right to Representation**

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

**Section B — Salary and Economic Benefits**

1. Placement on Scale
  - 1.75 *Salary Review,*
  - 1.38 *Bonus for Education Courses, Reimbursement for Non-Credit Courses*
  - 1.75 *Classification of Salary, Placement on Schedule, Letters of Permission, Placement on Schedule*
  - 1.85 *Bonus for Upgrading, Course Bonuses*
  - 1.90 *New Positions, Reclassification - Salary*
  - 3.45 *Error in Salary - Adjustments*
2. Category Addition
3. Category Elimination
4. Experience Recognition
  - a. 1.40 *Recognition of Experience - Salary Purposes*

**Special Placement**

5. Salary Scale
6. Trade, Technical and Work Experience

7. Increment Date  
*1.43 Salary - Increments, Withholding, Dates of Extra Increments for Long Service*
8. Part-time Employees' Pay and Benefits  
*1.82 Part Time Teachers' Sick Leave and Benefits, Employment Rights -Part Time Teachers*
9. Teachers' on Call Pay and Benefits  
*1.94 Salary and Sick Leave of Substitute Teachers -Benefits*
10. Summer School and Night School Payment  
*1.86 Counsellors Working Outside School Calendar, Night School Payments, Salary - Payment for Additional Days; Not Regular School Days*
11. Associated Professionals  
*1.23 Speech Pathologists, Associated Professionals, Other Non-Teaching Employees*
12. Positions of Special Responsibility  
*1.89 Salary - Posts of Special Responsibilities - Teachers in Charge, Curriculum Inservice Fund, Coordinators' Allowance, Dept. Heads and Posts of Special Responsibilities, Salary and Appointments*
13. Teacher in Charge  
*1.2 Acting Administrators (Filling Temporarily Vacant Position)*  
*1.89 Salary - Posts of Special Responsibilities - Teachers in Charge, Curriculum Inservice Fund, Coordinators' Allowance, Dept. Heads and Posts of Special Responsibilities, Salary and Appointments*
14. Automobile/Travel Allowance  
*2.1 Automobile Expenses*  
*2.2 Travel Allowance*
15. First Aid Allowance  
*1.41 First Aid, First Aid Allowances, Training*
16. Isolation Allowance  
*2.6 Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.*
17. Moving/Relocation Allowance  
*2.6 Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.*
18. One Room School Allowance  
*2.6 Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.*
19. *1.96 Classroom Supply Allowance (Compensation for Funds Spent by Teachers on Class)*
20. Housing Assistance  
*2.5 Housing*
21. Part Month Payments and Deductions  
*1.87 Part Month Payments and Deductions - Schedule*
22. No Cuts in Salary and Benefits

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

## **Section C — Employment Rights**

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

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

1. Hours of Work
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
2. Preparation Time
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
3. Regular Work Year for Teachers
  - 1.92 *Regular Work Year for Teachers; School Calendar*
  - 1.104 *Year Round Schools*
  - 3.46 *Reports (Teacher) on Students*
  - 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*
  - 1.73 *Conference Days - Parent Teacher*
  - 3.50 *Closure of Schools for Health or Safety Reasons*
4. Duration of School Day
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*

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

## **Section E — Personnel Practices**

- 1. Definitions
  - 1.36 *Definition of Teachers, Itinerant Teachers*
- 2. Posting Vacant Positions
  - 1.74 *Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
  - 3.23 *Posting Procedures - Filling*
  - 3.32 *Posting & Filling Vacant Positions - School Reorganization*



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

## **Section F — Professional Rights**

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

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

## **Section G — Leaves of Absence**

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

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

May 31, 1995 - Provincial

**Appendix 2 – Local Matters**

## Housekeeping - Form

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

**Section A — The Collective Bargaining Relationship**

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

**Section B — Salary and Economic Benefits**

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

**Section D — Working Conditions**

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

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

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

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

1. Professional Development Committee (NOTE: See also Addendum C)  
1.78 *Professional Development Committee - as related to control*
2. First Nations Curriculum  
4.12 *First Nations - Indian Studies Curriculum*

3. Women's Studies  
4.31 *Women's Studies*
4. Committees  
4.8 *Committee - Professional Relations*  
4.19 *Parent Advisory Council*  
4.48 *Joint Studies, Liaison, Employment Relations Committee*
5. Fund raising  
4.13 *Fund Raising*
6. Classroom Expenses  
4.23 *Reimbursement for Classroom Materials Paid by Teachers*

**Section G — Leaves of Absence**

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

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

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

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

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

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

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

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

October 25/95

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

**Concerning Selection of Administrative Officers**

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

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

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

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

Dated this 11 day of December, 1996.

"Alice McQuade"  
President  
BC Teachers' Federation

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

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

**Professional Development**

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

Professional Development:

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

For BCTF:  
“R. Worley”

For BCPSEA:  
“K. Halliday”

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

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

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

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

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

British Columbia Teachers’ Federation

British Columbia Public School Employers’  
Association

“R. Worley”

“K. Halliday”



## LETTER OF UNDERSTANDING NO. 2

**Between:**

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

**And:**

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

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

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

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

John Kinzie  
Judi Korbin  
Robert Pekeles

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

Dated: August 14, 2007

*Originals signed by:*

Irene Lanzinger  
For the BCTF

Jacquie Griffiths  
For the BCPSEA

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

**Between**

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

**And**

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

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

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

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

The Federation remains of the view that total compensation should be preserved for employees who are presently covered by terms and conditions that are found in local agreements identified in Column C Bill 27 Section (4) "Column C Agreements". Total compensation includes all allowances and bonuses, including funding for professional development, currently paid to said employees. As well, the Federation maintains the view that superior benefit coverage and/or premium sharing should be preserved. Still further, it is the position of the Federation that increment values are to be preserved from Column C agreements where those increment values are greater than those found in agreements identified in Column A Bill 27 Section (4) "Column A agreements". Lastly, a superior daily rate, both short and long term, for Teachers on Call in the Column C agreements should continue through the term of the agreement and any bridging period. The above-cited positions of the Federation are founded, in part, on the Federation's view that the "No Cut" provisions set out in the Column A Agreements properly apply to employees presently covered by the terms and conditions of the Column C Agreement.

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

### **1.0 RATE OF PAY MAINTENANCE**

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

#### **1.1 Continuing Employees**

1.1.1 All continuing employees presently at maximum salary or who would qualify for maximum salary as at June 30, 2002 pursuant to the Column C agreement will be placed at the maximum salary in the Column A agreement effective July 1, 2002 notwithstanding that the Column A agreement may have a greater number of increment steps to maximum.

1.1.2 All other continuing employees from the Column C agreement will be placed in the Category and Experience level of the Column A agreement according to the Category and Experience earned under the Column C agreement as at June 30, 2002.

*Example:*

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

1.1.3 Continuing employees shall be notified, in writing, of their intended grid placement under the Column A agreement for the 2002-2003 school year within one month of the signing of this Letter of Understanding.

a. Appeals against the intended grid placement shall be heard by a committee consisting of an employee covered by the Column C agreement and an employee covered by the Column A agreement, as designated by the respective locals prior to June 30, 2002, and a person designated by the Board.

b. Appeals must be referred to the Board and the Union by October 15, 2002.

c. Appeals not resolved by November 15, 2002, shall be referred to step 3 of the grievance procedure, Article A.6.

1.1.4 Any continuing employee covered by a Column C agreement whose salary at June 30, 2002 (x) 1.025 is greater than that he/she would receive according to his/her salary in the Column A agreement at July 1, 2002, shall receive the difference in equal monthly instalments during the 2002-2003 school year. Such employees shall have their names and salary as at June 30, 2002 included on a "Rate of Pay Maintenance Schedule" attached to the Collective Agreement.

**Sample Rate of Pay Maintenance Schedule:**

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

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

1.1.5 A continuing employee identified in 1.1.4 above whose salary at June 30, 2002 (x) 1.025 (x) 1.025 remains greater than what he/she would receive according to his/her salary in the Column A agreement at July 1, 2003, shall continue to receive the difference in equal monthly instalments until June 30, 2004 and any bridging period pursuant to Article A. 1.2.

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

Year	Column A Agreement	Column C Agreement
02-03	Placement on grid according to Category and experience earned at June 30, 2002 = A.1	Salary at June 30, 2002 x 1.025 = B.1
	▪ (B.1 – A.1 = Difference/10= Monthly Instalment)	
03-04	Placement on grid according to Category and experience earned at June 30, 2003 = A.2	B.1 x 1.025 = B.2
	▪ (B.2 – A.2 = Difference/10= Monthly Instalment)	
Notes: 1.	For 12-month pay schedules, the divisors will be 12.	
2.	The above calculation presumes that increments are applied on September 1. When an increment is applied on a date other than September 1, the monthly instalment will be adjusted to reflect the salary and increment value of the Column A agreement.	
3.	Please refer to Appendix "A" for examples.	

## 1.2 Term/Temporary Employees

- 1.2.1 A term/temporary employee covered by a Column C agreement who has worked in term/temporary assignment(s) which, in the aggregate, equal(s) a minimum of .5 FTE during the 2001-2002 school year shall have his/her name added to the Rate of Pay Maintenance Schedule as appropriate.
- 1.2.2 A term/temporary employee identified in paragraph 1.2.1 above, who is appointed to a term/temporary or continuing contract of employment, shall receive the monthly instalment outlined in paragraphs 1.1.4 and 1.1.5 above for any time he/she is employed between July 1, 2002 and July 30, 2004 and any bridging period pursuant to Article A. 1.2.

- 1.2.3 A term/temporary employee covered by paragraph 1.2.1 above, shall, if subsequently employed as a Teacher on Call, be placed on the "Teacher on Call Schedule" at the daily rate he/she would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have his/her daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.

### **1.3 Teachers on Call**

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

#### **Sample Teacher on Call Schedule:**

<b>Name</b>	<b>Daily Rate Effective June 30, 2002</b>
First	\$159.64
First	\$166.70

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

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

### **1.4 Employees Hired After June 30, 2002**

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

## **2.0 SICK LEAVE CREDITS**

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

## **3.0 SENIORITY LISTS - DISTRICT-WIDE**

Seniority lists shall be established on a district-wide basis. The local parties shall compile and forward the district-wide seniority list to the provincial parties. For administrative purposes, the

local parties may establish administrative lists from the district-wide seniority list which set out the relative seniority of employees by geographic region.

#### **4.0 STAFFING PROVISIONS - TRANSITIONAL EFFECTIVE DATE**

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

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

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

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

#### **5.0 GEOGRAPHICAL BOUNDARIES - STAFFING PROVISIONS**

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

#### **6.0 LEAVES COMMENCING PRIOR TO JULY 1, 2002**

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

#### **7.0 SALARY PLANS**

##### **7.1 Deferred Salary Plan**

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

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

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

## **8.0 BENEFIT PLANS - TURNOVER DATE**

- 8.1 In SD.83 (North Okanagan-Shuswap) premiums for benefits are paid in advance and calculated for deduction over the course of the year. As a result, the turnover date for benefits in SD.83 (North Okanagan-Shuswap) will be delayed until October 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until September 30, 2002 and the benefit plans under the Column A agreement would then start to apply on October 1, 2002.
- 8.2 Effective September 1, 2002, employees under the Column A agreement in SD.53 (Okanagan-Similkameen) will be covered by a new benefit provider. As a result, the turnover date for benefits in SD.53 (Okanagan-Similkameen) will be delayed until September 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until August 31, 2002 and the benefit plans under the Column A agreement would start to apply on September 1, 2002.

## **9.0 INCLUSIONS**

### **9.1 List**

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

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

### **9.2 School District No.8 (Kootenay Lake)**

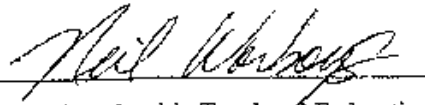
Non-certificated teacher replacements are currently included in the Column C agreement and are members of the teachers' bargaining unit but are not included in the Column A agreement.

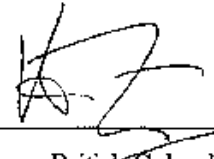
### **9.3 Application**

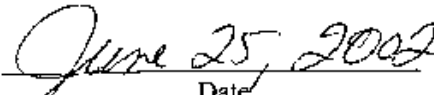
- 9.3.1 After June 30, 2002, in the geographical area of the former Column C agreement, all employees listed in 9.1 and 9.2 above shall remain, or, in the case of new employees, shall become, members of the teachers' bargaining unit and the BCTF.
- 9.3.2 BCPSEA and the BCTF shall determine the terms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

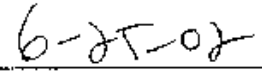
#### 9.4 School District No.79 (Cowichan Valley)

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

  
British Columbia Teachers' Federation

  
British Columbia  
Public School Employers' Association

  
Date

  
Date



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

School District No. 5

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

TQS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
4	0	\$33,744	\$34,588	\$35,452	\$36,338
4	1	\$35,547	\$36,436	\$37,347	\$38,280
4	2	\$37,350	\$38,284	\$39,241	\$40,222
4	3	\$39,153	\$40,132	\$41,135	\$42,163
4	4	\$40,956	\$41,960	\$43,029	\$44,105
4	5	\$42,759	\$43,828	\$44,924	\$46,047
4	6	\$44,562	\$45,676	\$46,818	\$47,988
4	7	\$46,365	\$47,524	\$48,712	\$49,930
4	8	\$48,168	\$49,372	\$50,607	\$51,872
4	9	\$49,971	\$51,220	\$52,501	\$53,813
4	10	\$51,774	\$53,068	\$54,395	\$55,755

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

	Compare with	Annual Difference	Monthly Installment*
Placed on new scale	\$38,405 +2.5%	\$39,365	\$202
	1-Jul-02	\$37,347	\$13
	1-Jul-03	\$40,222	\$127

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

	Compare with	Annual Difference	Monthly Installment*
Placed on new scale	\$52,880 +2.5%	\$54,202	\$0
	1-Jul-02	\$54,395	\$0
	1-Jul-03	\$55,755	\$0

\* Monthly installment assumes annual salary paid over 10 months

School District No. 5

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

TQS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
5	0	\$38,378	\$39,337	\$40,321	\$41,329
5	1	\$40,513	\$41,526	\$42,564	\$43,628
5	2	\$42,648	\$43,714	\$44,807	\$45,927
5	3	\$44,783	\$45,903	\$47,050	\$48,226
5	4	\$46,918	\$48,091	\$49,293	\$50,526
5	5	\$49,053	\$50,279	\$51,536	\$52,825
5	6	\$51,188	\$52,468	\$53,779	\$55,124
5	7	\$53,323	\$54,656	\$56,022	\$57,423
5	8	\$55,458	\$56,844	\$58,266	\$59,722
5	9	\$57,593	\$59,033	\$60,509	\$62,021
5	10	\$59,728	\$61,221	\$62,752	\$64,321

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

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

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

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

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

\* Monthly Installment assumes annual salary paid over 10 months

**LETTER OF UNDERSTANDING No. 3.b**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Section 27.4 Education Services Collective Agreement Act**

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

## LETTER OF UNDERSTANDING No. 4

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

### **Re: Early Incentive Payment**

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

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

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

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

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

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

## **LETTER OF UNDERSTANDING No. 5**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

Original signed by:

---

Jinny Sims  
BCTF President

---

Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 6**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Employment Equity – Aboriginal Employees**

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

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

Original signed by:

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Brian Kennelly  
BCTF Co-Chief Negotiator

---

Jacquie Griffiths  
BCPSEA Chief Negotiator

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Suzie Mah  
BCTF Co-Chief Negotiator

**LETTER OF UNDERSTANDING No. 7**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Provincial Articles Housekeeping Committee**

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

Original signed by:

---

Jinny Sims  
BCTF President

---

Jacquie Griffiths  
BCPSEA Chief Negotiator

## **LETTER OF UNDERSTANDING No. 8**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

Original signed by:

---

Jinny Sims  
BCTF President

---

Jacquie Griffiths  
BCPSEA Chief Negotiator



## **LETTER OF UNDERSTANDING No. 9**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

### **Re: Rehabilitation Committee**

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

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

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

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

Original signed by:

---

Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Benefits Review Committee**

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

Original signed by:

---

Jinny Sims  
BCTF President

---

Jacquie Griffiths  
BCPSEA Chief Negotiator

## LETTER OF UNDERSTANDING No. 11

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

### **Re: 2008 Salary Harmonization**

1. This Letter of Understanding shall apply to all school districts except those who are entitled to a Recruitment & Retention allowance pursuant to Letter of Understanding No. 12 Re: Teacher Supply and Demand Initiatives.
2. Effective July 1, 2008, all salary grid maximums which are less than those set out below\* will be adjusted to the following levels:

	Category 4	Category 5	Category 5+	Category 6
Max	\$ 62,566	\$ 71,117	\$ 76,168	\$ 77,942
3. Notwithstanding the above, the salary grid maximums for category 4, 5, 5+ and 6 in the districts covered by this Letter of Understanding shall be increased by no less than 2.5%.
4. No grid steps other than the maximums identified in 1 and 2 above shall be adjusted as a result of the implementation of this salary harmonization initiative.

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

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

	Category 4	Category 5	Category 5+	Category 6
Max	\$ 56,407	\$ 64,116	\$ 68,669	\$ 70,269
2. *Add 2.5% effective July 1, 2006*
3. *Add 2.5% effective July 1, 2007*
4. *Add 2.5% effective July 1, 2008*
5. *Add an additional 3.0% effective July 1, 2008*

Original signed by:

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Jinny Sims  
BCTF President

---

Jacquie Griffiths  
BCPSEA Chief Negotiator

## LETTER OF UNDERSTANDING No. 12

### BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### AND

**BRITISH COLUMBIA TEACHERS' FEDERATION**

### Re: Teacher Supply and Demand Initiatives

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

#### **Remote Recruitment & Retention Allowance:**

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

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

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

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

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

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

## LETTER OF UNDERSTANDING No. 13

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

### **Re: Fiscal Dividend**

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

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

The Fund will be determined as follows:

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

Original signed by:

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Jinny Sims  
BCTF President

---

Jacquie Griffiths  
BCPSEA Chief Negotiator

## LETTER OF UNDERSTANDING No. 14

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

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

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

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

Dated this 27th day of June, 2007

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

## LETTER OF UNDERSTANDING No. 15

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

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

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

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

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

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

Original Signed by:

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

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

January 14, 2008

January 21, 2008



## **LETTER OF UNDERSTANDING No. 16**

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

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

#### Example 2

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

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

Original Signed by:

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

March 12, 2008

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

March 13, 2008

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