

**OFFICIAL WORKING DOCUMENT**  
**June 19, 2007**

2001-2004

**PROVINCIAL COLLECTIVE AGREEMENT**

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Effective July 1, 2001 to June 30, 2004

AS IT APPLIES BETWEEN S.D. #84 (VANCOUVER ISLAND WEST)

AND

VANCOUVER ISLAND WEST TEACHERS' ASSOCIATION (VIWTA)

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

**Signed this 19<sup>th</sup> day of June, 2007, on behalf of:**

School District 84  
(Vancouver Island West):

Vancouver Island West  
Teachers' Union:

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## TABLE OF CONTENTS

### SECTION A: THE COLLECTIVE BARGAINING RELATIONSHIP

ARTICLE A.1: TERM, CONTINUATION AND RENEGOTIATION .....	7
ARTICLE A.2: RECOGNITION OF THE UNION .....	8
ARTICLE A.3: MEMBERSHIP REQUIREMENT .....	8
ARTICLE A.4: LOCAL AND BCTF DUES DEDUCTION .....	9
ARTICLE A.5: COMMITTEE MEMBERSHIP .....	9
ARTICLE A.6: GRIEVANCE PROCEDURE .....	10
ARTICLE A.7: LEAVE FOR PROVINCIAL CONTRACT NEGOTIATION.....	14
ARTICLE A.8: LEGISLATIVE CHANGE.....	14
ARTICLE A.9: PRESIDENT’S RELEASE.....	15
ARTICLE A.10: LEAVE FOR ASSOCIATION MEMBER.....	16
ARTICLE A.11: LOCAL ASSOCIATION STAFF REPRESENTATIVES.....	16
ARTICLE A.12: SCHOOL STAFF COMMITTEES.....	17
ARTICLE A.13: ACCESS TO FACILITIES.....	18
ARTICLE A.14: BULLETIN BOARD.....	18
ARTICLE A.15: INTERNAL MAIL.....	18
ARTICLE A.16: ACCESS TO DISTRICT INFORMATION.....	18
ARTICLE A.17: PICKET LINE PROTECTION.....	19
ARTICLE A.18: COPY OF AGREEMENT.....	19
ARTICLE A.19: EXCLUSIONS FROM THE BARGAINING UNIT.....	19
ARTICLE A.20: LEAVE FOR LOCAL NEGOTIATIONS.....	20

ARTICLE A.21: CONTRACTING OUT..... 20

**SECTION B: SALARY AND ECONOMIC BENEFITS**

ARTICLE B.1: SALARY ..... 21

ARTICLE B.2: TEACHER ON CALL PAY AND BENEFITS..... 25

ARTICLE B.3: SALARY DETERMINATION FOR EMPLOYEES IN ADULT  
EDUCATION [Not Applicable in SD84]..... 26

ARTICLE B.4: EI REBATE ..... 27

ARTICLE B.5: REGISTERED RETIREMENT SAVINGS PLAN ..... 27

ARTICLE B.6 : PLACEMENT ON SCALE..... 29

ARTICLE B.7: PART-TIME TEACHERS’ PAY AND BENEFITS..... 31

ARTICLE B.8: POSITIONS OF SPECIAL RESPONSIBILITY..... 31

ARTICLE B.9: ALLOWANCES..... 32

ARTICLE B.10: BENEFITS..... 33

ARTICLE B.11: RENTAL ACCOMMODATION..... 34

ARTICLE B.12: DAMAGE TO TEACHERS’ PROPERTY..... 34

**SECTION C: EMPLOYMENT RIGHTS**

ARTICLE C.1: RESIGNATION..... 35

ARTICLE C.2: DISMISSAL AND DISCIPLINE FOR MISCONDUCT..... 35

ARTICLE C.3: PROCEDURES WHERE DISMISSAL BASED ON  
PERFORMANCE ..... 37

ARTICLE C.4: PART-TIME EMPLOYMENT RIGHTS..... 38

ARTICLE C.5: TEMPORARY TEACHERS’ EMPLOYMENT RIGHTS ..... 38

ARTICLE C.6: TEACHERS ON CALL..... 38

ARTICLE C.7: PRINCIPLE OF SENIORITY..... 39

**SECTION D: WORKING CONDITIONS**

ARTICLE D.1: This article is intentionally left blank; language removed by legislation.

ARTICLE D.2: This article is intentionally left blank; language removed by legislation.

ARTICLE D.3: INSURANCE..... 45

ARTICLE D.4: THE SCHOOL CALENDAR..... 45

ARTICLE D.5: DURATION OF SCHOOL DAY..... 46

ARTICLE D.6: HOURS OF WORK/PREP TIME..... 46

ARTICLE D.7: REGULAR WORK YEAR FOR TEACHERS..... 47

ARTICLE D.8: SUPERVISION DUTIES (NOON HOUR)..... 47

ARTICLE D.9: EXTRA-CURRICULAR ACTIVITIES..... 47

ARTICLE D.10: AVAILABILITY OF TEACHERS ON CALL..... 48

ARTICLE D.11: STAFF MEETINGS..... 48

ARTICLE D.12: TECHNOLOGICAL CHANGE..... 49

ARTICLE D.13: HEALTH AND SAFETY..... 50

ARTICLE D.14 : This article is intentionally left blank; language removed by legislation.

**SECTION E: PERSONNEL PRACTICES**

ARTICLE E.1: NON-SEXIST ENVIRONMENT ..... 51

ARTICLE E.2: HARASSMENT/SEXUAL HARASSMENT ..... 51

ARTICLE E.3: APPOINTMENTS.....55

ARTICLE E.4: TEMPORARY APPOINTMENTS..... 56

ARTICLE E.5: APPOINTMENT REVIEW..... 57

ARTICLE E.6: TRANSFERS..... 59

ARTICLE E.7: TRANSFERS RESULTING FROM STAFF REDUCTIONS.....	60
ARTICLE E.8: ASSIGNMENT IN SCHOOL.....	61
ARTICLE E.9: EVALUATION OF TEACHING.....	61
ARTICLE E.10: NO DISCRIMINATION.....	63
ARTICLE E.11: FALSELY ACCUSED EMPLOYEE ASSISTANCE.....	63
ARTICLE E.12: PERSONNEL FILES.....	64
ARTICLE E.13: SCHOOL ACT APPEALS.....	64
ARTICLE E.14: PERSONNEL PRACTICES AND DUE PROCESS.....	65
ARTICLE E.15: WORKING RELATIONS COMMITTEE.....	65
ARTICLE E.16: TEACHER AIDES/TEACHERS’ ASSISTANTS.....	66
ARTICLE E.17: BEGINNING TEACHERS.....	66
ARTICLE E.18: TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS.....	67

**SECTION F: PROFESSIONAL DEVELOPMENT**

ARTICLE F.1: PROFESSIONAL DEVELOPMENT FUNDING AND CONTROL.....	68
ARTICLE F.2: NON-INSTRUCTIONAL DAYS.....	69
ARTICLE F.3: CURRICULUM IMPLEMENTATION.....	69
ARTICLE F.4: PROFESSIONAL AUTONOMY.....	70
ARTICLE F.5: WOMEN’S STUDIES.....	70
ARTICLE F.6: FIRST NATIONS CURRICULUM.....	70

**SECTION G: LEAVES OF ABSENCE**

ARTICLE G.1: SICK LEAVE..... 71

ARTICLE G.2: MATERNITY LEAVE..... 71

ARTICLE G.3: SHORT TERM, PATERNITY, ADOPTION AND LEGAL  
GUARDIANSHIP, PARENTHOOD AND CARE OF DEPENDENT  
LEAVES..... 74

ARTICLE G.4: JURY DUTY OR SUBPOENA..... 76

ARTICLE G.5: EDUCATIONAL LEAVE..... 77

ARTICLE G.6: BEREAVEMENT AND CRITICAL ILLNESS LEAVE..... 78

ARTICLE G.7: DISCRETIONARY LEAVE..... 79

ARTICLE G.8: ELECTED OFFICE AND COMMUNITY SERVICE..... 79

ARTICLE G.9: DEFERRED SALARY LEAVE..... 79

ARTICLE G.10: PERSONAL LEAVE WITHOUT PAY..... 81

**SECTION H: DEFINITION OF TERMS AND LETTERS OF UNDERSTANDING**

ARTICLE H.1: DEFINITIONS OF TERMS..... 82

**LOCAL LETTERS OF UNDERSTANDING**

LOCAL LETTER OF UNDERSTANDING: Benefit Plan Carriers ..... 83

LOCAL LETTER OF UNDERSTANDING: President’s Release ..... 84

**PROVINCIAL LETTERS OF UNDERSTANDING**

LETTER OF UNDERSTANDING #1: Designation of Provincial and Local Matters  
..... 85

LETTER OF UNDERSTANDING #2: Implementation of Article E.2  
(Harassment/Sexual Harassment) ..... 100

LETTER OF UNDERSTANDING #3: School District Housing – Local Joint  
Committees..... 101

LETTER OF INTENT: School District Housing – Provincial Committee..... 102

## **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 *Public Education Collective Agreement Act*, S.B.C 1998, c.41, that was in effect between the parties for the period July 1, 1998 to June 30, 2001, including any amendments agreed to by the parties during that period.

- 1.1 Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2001 to June 30, 2004. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they shall commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a collective agreement for the subsequent period.
- 1.2 In the event that a new collective agreement is not in place by June 30, 2004, the terms of this Collective Agreement are deemed to remain in effect until that date on which a new agreement is concluded.
- 1.3 All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition is amended or modified by or under the *Education Services Collective Agreement Act* or in accordance with this Collective Agreement.
- 1.4
  - 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 the 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.

- 1.5 a. Changes in those local matters agreed to by a local union and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to paragraph (b) below.
- b. A local union 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 *Public Education Labour Relations Act*.

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

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

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

- 3.1 All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the Local(s) in the district(s) in which they are employed, subject to Clause 2 of this article.

- 3.2 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. [Not applicable in SD84.]

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

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

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

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

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

### 6.1 Preamble

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

### Steps in Grievance Procedure

### 6.2 Step One

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

### 6.3 Step Two

- a. If the grievance is not resolved at Step One of the grievance procedure within ten (10) working days of the date of the request made for a meeting referred to in paragraph (2a) the grievance may be referred to Step Two of the grievance procedure by letter, through the president or designate of the Local to the superintendent or designate. The superintendent or designate shall forthwith meet with the president or designate of the Local, and attempt to resolve the grievance.
- b. The grievance shall be presented in writing giving the general nature of the grievance.

#### 6.4 Step Three

- a. If the grievance is not resolved within ten (10) working days of the referral to Step Two in paragraph (3a) the Local may, within a further ten (10) working days, by letter to the superintendent or official designated by the district, refer the grievance to Step Three of the grievance procedure. Two representatives of the Local and two representatives of the employer shall meet within ten (10) working days and attempt to resolve the grievance.

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

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

#### 6.5 Omitting Steps

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

#### 6.6 Referral to Arbitration: Local Matters

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in paragraph (4), the Local or the employer

where applicable may refer a “local matters grievance,” as defined in Appendix 2 and 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.

#### 6.7 Referral to Arbitration: Provincial Matters

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in paragraph (4), the BCTF or BCPSEA where applicable may refer a “provincial matters grievance,” as defined in Appendix 1 and 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 7.a and 7.b of this article.
  - iii. Each party shall determine who shall attend the meeting on its behalf.

#### 6.8 Arbitration (Conduct of)

- a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
- b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.

- c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.

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

#### 6.9 General

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the Local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.
- c. If the Local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any fixture 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**

- 7.1 The school board shall grant a leave of absence without pay to an employee designated by the Provincial union for the purpose of preparing for, participating in or conducting negotiations as a member of the Provincial bargaining team of the BCTF.
- 7.2 To facilitate the administration of this Clause, when leave without pay is granted, the school board shall maintain salary and benefits for the employee and the BCTF shall reimburse the school board for the salary costs.
- 7.3 Any other leaves of absence granted for Provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the school board for the salary costs of any teacher employed to replace a teacher granted leave.
- 7.4 Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement. [Refer to A.20 - Leave for Local Negotiations]

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

- 8.1. 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.
- 8.2
  - 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.

- 8.3 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).
- 8.4 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.9: PRESIDENT'S RELEASE**

- 9.1 The Board hereby agrees to release the president of the Association from teaching duties for up to 1.0 FTE or 100% time.
- 9.2 The Board will continue to pay the president his/her salary and to provide benefits as specified in the agreement. The Association will reimburse the Board for such salary and benefit costs upon receipt of a monthly statement.
- 9.3 For purposes of pension, experience, sick leave and seniority, the president shall be deemed to be in the full employ of the Board. The president shall inform the Board of the number of days or partial days, if any that he/she was absent from presidential duties due to illness. Such days or part days shall be deducted from the president's accumulated sick leave credits.
- 9.4 The teacher returning to full teaching duties from a term or terms as president shall be assigned to the position held prior to the release or to another position which is acceptable to the teacher.
- 9.5 In the event the president is unable to fulfill the presidential duties, the Board shall provide a teacher-on-call to permit another Association member to assume the duties of the president. Provisions of Articles A.9.1, 9.2, 9.3, and 9.4, shall also apply. Not more than one teacher will be on leave under Article A.9 at any one time.

## **ARTICLE A.10: LEAVE FOR ASSOCIATION MEMBER**

- 10.1 Any Association member who holds an executive position in the Association or the B.C. Teachers' Federation or who is serving on a committee or task force of the Association or the B.C. Teachers' Federation shall be entitled to leaves of absence from teaching duties in order to carry out the business of the Association or of the B.C. Teachers' Federation.
- 10.2 Local staff representatives shall be granted a leave of absence to carry out Association business, subject to the approval of the Superintendent. Such approval shall not be unreasonably withheld.
- 10.3 Leave of absence with pay shall be granted, subject to the payment by the Association or the B.C. Teachers' Federation, of the full cost of the substitute.
- 10.4 If an Association member is elected or appointed to a full-time position with the B.C. Teachers' Federation, leave of absence without pay shall be granted for the duration of that member's office or appointment
- 10.5 Association members returning from such offices or appointments must inform the Board by May 31 for the following September, and shall be assigned to a position similar to the one he/she left or one that is mutually acceptable.
- 10.6 It is agreed that leaves of absence granted for collective bargaining purposes or to attend to grievance matters shall not be included in the total number of days of leave of absence in this Article.
- 10.7 The number of employees granted leave at the same time pursuant to this Article shall not exceed a number that will unduly disrupt the program of the school(s) concerned.
- 10.8 Leave granted under parts 10.1, 10.2 and 10.3, of this clause shall not exceed 75 days in total, exclusive of leave for the Association President.

## **ARTICLE A.11: LOCAL ASSOCIATION STAFF REPRESENTATIVES**

- 11.1 Local Association school staff representatives elected in accordance with local Association procedures:
  - 11.1.1 shall be permitted to convene Association meetings in the school to conduct Association business on the condition that there be no disruption to classes nor other instructional or school activities;

- 11.1.2 shall, whenever possible, conduct investigation of grievances, and participate in grievance meetings outside normal instructional hours. In emergent cases, where such investigation or grievance meetings cannot be conducted outside normal instruction hours, the school staff representative shall be relieved of instructional duties and shall not suffer any loss of pay;
- 11.1.3 shall be granted leave of absence, subject to Association leave provisions, to attend an arbitration hearing, pursuant to Article 10.2 and 10.3 of this Agreement.
- 11.2 The provisions of A.11.1.2 shall apply to a designated member of the Association at any one time.
- 11.3 The provisions of A.11.1.2 shall apply to a member of the executive of the Association.
- 11.4 A teacher shall have the right to be accompanied by a representative who is a member of the Association at any meeting which includes that teacher and a school based administrative officer or that teacher's immediate supervisor if:
  - 11.4.1 the meeting is discipline related, or
  - 11.4.2 the teacher or the administrative officer has reasonable cause to believe a member of the Association should be present.
- 11.5 In the event that a meeting as referred to above takes place during instructional time the teacher and representative(s) will be relieved of instructional duties with no loss of pay.

**ARTICLE A.12: SCHOOL STAFF COMMITTEES**

- 12.1 Teachers assigned to each staff may form a staff committee.
- 12.2 The size and membership of the staff committee shall be determined by the staff. In smaller schools, the staff may decide to act as a committee of the whole.
- 12.3 The committee will have access to public information concerning its school budget and monthly expenditure statements and information on which school level decisions may be based.
- 12.4 The committee may make recommendations to the staff and to the principal on any area of concern.

- 12.5 If the principal does not implement a recommendation of the staff committee, it may forward a copy of the recommendation to the Superintendent.
- 12.6 The functioning of the committee shall not contravene the authority and responsibility of the principal as set out in the *School Act, R.S.B.C. 1996, c.412 with amendments* and Regulations.
- 12.7 The whole staff shall be informed by the school administration of any activity requiring staff consultation pursuant to the collective agreement or Board policy.

#### **ARTICLE A.13: ACCESS TO FACILITIES**

The Association shall have the right to use school facilities and equipment, for meetings and other association activities. Any direct costs for use of district equipment and supplies including paper, fax machine and telephone calls shall be paid by the Association.

#### **ARTICLE A.14: BULLETIN BOARD**

The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards. These bulletin boards shall be provided in each staffroom in each school building.

#### **ARTICLE A.15: INTERNAL MAIL**

The Association shall have access to the district mail service and employee mail boxes, free of charge, for communication purposes.

#### **ARTICLE A.16: ACCESS TO DISTRICT INFORMATION**

The Board, upon request by the Association, agrees to provide to the Association: -

- 16.1 Audited Annual Financial Reports and Annual School District Budgets
- 16.2 agendas and minutes of public Board meetings and relevant attachments
- 16.3 upon the provision of an employee release form by the Association, a list of Association members reflecting names, addresses and phone numbers
- 16.4 notification of all Association job postings, transfers, hirings, resignations and suspensions.



## **ARTICLE A.17: PICKET LINE PROTECTION**

- 17.1 All teachers shall have the right to refuse to cross or work behind a picket line established by school district employees. Any teacher failing to report for duty for this reason shall be considered absent without pay. No disciplinary action shall be taken by the Board.
- 17.2 The Board shall not request, require nor direct teachers to do work or carry out duties normally performed by employees engaged in a legal strike, or locked out, nor shall teachers request, require, or direct pupils to carry out such duties.
- 17.3 Teachers shall not be required to work with persons who attempt to perform any of the duties which would normally be performed by employees on legal strike or lockout. Any teacher failing to report for duty for this reason shall be considered to be absent without pay. No disciplinary action shall be taken by the Board.
- 17.4 In the event of a labour dispute which prevents a teacher from reporting for duty, the teacher shall immediately contact the Principal or the Superintendent of Schools.

## **ARTICLE A.18: COPY OF AGREEMENT**

The employer shall provide every member with a printed copy of this agreement within a reasonable time.

## **ARTICLE A.19: EXCLUSIONS FROM THE BARGAINING UNIT**

- 19.1 Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
- 19.2 The Board shall notify the Association of all new teaching positions offered in the district and submit to the local Association offices a written job description of the new position(s).
- 19.3 Newly created teaching positions shall be included in the bargaining unit unless the position is excluded by mutual agreement.

**ARTICLE A.20: LEAVE FOR LOCAL NEGOTIATIONS**

Release time with pay up to a maximum of four (4) days at the regular rate of pay will be provided for up to three (3) of the five (5) members of the Association bargaining committee to conduct contract negotiations. Such leave with pay will apply on alternate days of bargaining and unpaid leave to attend bargaining will apply on all other bargaining dates.

**ARTICLE A.21: CONTRACTING OUT**

The Board agrees that there shall be no contracting out of any duties and responsibilities of the type and kind normally performed by members of the Association.

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

### **ARTICLE B.1: SALARY**

- 1.1. The Salary grids in the Local Agreement have been revised to reflect the following general increases to salaries.
  - a. Effective July 1, 2001: 2.5% increase
  - b. Effective July 1, 2002: 2.5% increase
  - c. Effective July 1, 2003: 2.5% increase

#### Local Provisions:

- 1.2 No teacher presently employed by the Board shall suffer a reduction of salary because of the implementation of this agreement.
- 1.3 The Board shall pay a mid-month advance of 40% of estimated net monthly salary on the 15th day of each school month, with payment to occur on the previous working day if the 15th is a weekend or holiday. The Board shall pay the balance of net monthly salary owing on the last working day of each school month. Salary shall be paid by direct deposit to the financial institution of the teacher's choice.
- 1.4 An employee shall be paid one tenth (1/10) of current annual salary in respect of each month (September to June) in which the teacher works all prescribed school days that month.
- 1.5 In the event that a teacher commences work on a day other than the first prescribed school day in the month or terminates on a day other than the last prescribed school day in that month, the formula for that month shall be the greater of the following amounts:
  - 6.5.1 1/195 of the regular annual salary for each day taught;
  - 6.5.2 full regular monthly salary less 1/195 of the annual salary for each day not taught.
- 1.6 The rate of deduction for a day without pay shall be the daily rate (1/195) of the current annual salary of the teacher.
- 1.7 The per annum Salary Scale during the term of this agreement shall be:

1.8 Teacher Salary Grids

<b>July 1, 2001 to June 30, 2002</b>				
TQS				
	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>0</b>	36,729	37,243	40,809	43,658
<b>1</b>	38,446	39,072	42,820	45,920
<b>2</b>	40,164	40,900	44,830	48,185
<b>3</b>	41,883	42,728	46,839	50,446
<b>4</b>	43,601	44,556	48,853	52,710
<b>5</b>	45,320	46,384	50,863	54,976
<b>6</b>	46,975	48,212	52,872	57,239
<b>7</b>	48,586	50,039	54,885	59,499
<b>8</b>	50,197	51,868	56,893	61,764
<b>9</b>		53,696	58,905	64,027
<b>10</b>			60,914	66,290

Years of Experience

<b>July 1, 2002 to June 30, 2003</b>				
TQS				
	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
0	37,647	38,174	41,830	44,749
1	39,407	40,049	43,891	47,068
2	41,168	41,922	45,951	49,390
3	42,930	43,796	48,010	51,708
4	44,691	45,670	50,074	54,027
5	46,453	47,544	52,134	56,350
6	48,149	49,417	54,193	58,670
7	49,801	51,290	56,257	60,987
8	51,452	53,165	58,315	63,309
9		55,038	60,377	65,627
10			62,437	67,947

Years of Experience

July 1, 2003 to June 30, 2004				
TQS				
	3	4	5	6
0	38,588	39,129	42,875	45,868
1	40,392	41,050	44,988	48,245
2	42,197	42,970	47,100	50,625
3	44,003	44,891	49,211	53,000
4	45,809	46,811	51,326	55,378
5	47,615	48,733	53,437	57,759
6	49,353	50,653	55,548	60,137
7	51,046	52,573	57,663	62,511
8	52,739	54,494	59,773	64,891
9		56,414	61,887	67,268
10			63,997	69,646

Years of Experience

## **ARTICLE B.2: TEACHER ON CALL PAY AND BENEFITS**

- 2.1 All School Districts will ensure that they are in compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
- 2.2 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.
- 2.3 A Teacher on Call shall be entitled to the mileage/kilometer allowance, rate or other payment for transportation costs, as defined by the collective agreement, for which the employee he/she is replacing is entitled to claim.
- 2.4 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.
- 2.5 Teachers on Call shall be paid an additional compensation of \$3 over daily rate in lieu of benefits. This benefit will be pro-rated for part days worked but in no case will be less than \$1.50. Any and all provisions in the previous Collective Agreement that provide additional or superior provisions in respect of payment in lieu of benefits shall remain part of this Collective Agreement.
- 2.6 Employees who are employed as Teachers on Call shall be paid in accordance with the provision of the previous Collective Agreement for the first three (3) days of an assignment. [See B.2.7 below] On the fourth consecutive and subsequent consecutive days in an assignment, an employee shall be paid 1/189 of their category classification and experience or at Category 4 Step 0, which ever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day of the assignment.

### Local Provisions

- 2.7 Teachers-on-call shall receive an all-inclusive (holiday and vacation pay) per diem rate in accordance with the following schedule:
  - 2.7.1 Uncertified persons-on-call shall be paid \$80.00 per day.
  - 2.7.2 Certificated teachers-on-call shall be paid a daily rate of 1/195th of the minimum level of category 3 of the current teachers' salary grid for the first three (3) days of an assignment.

**ARTICLE B.3: SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION [Not applicable in SD84]**

- 3.1. The following shall apply to employees providing instruction in adult education programs in these districts:

School District No. 6 (Rocky Mountain) (former S.D. 3 Kimberley)  
Employers instructing adult education academic credit courses.

School District No. 36 (Surrey)  
Continuing Education employees in the Adult Education High School Completion Program (credit courses) and Adult Education Academic Upgrading Programs (Adult Basic Education, General Education Development, Pre-General Education Development, Literacy and Adult Education English Language Programs).

School District No. 37 (Delta)  
Employees teaching Adult Education academic programs including: High School Completion Program, Pathfinder High School Completion Program, Academic Business Education Program, General Equivalency Diploma Program, Adult Basic Education Program, Adult English as a Second Language Program, and Adult Special Education Program, in the Continuing Education Division.

School District No. 41 (Burnaby) *[added by Arbitrator J. Dorsey December 22, 2003]*

Employees teaching Adult Education academic programs including High School Completion Program (General Education Development Program and Adult Graduation Diploma Program), Adult Basic Education Program, Adult English as a Second Language Program and Academic Transitional ESL Program in Adult and Continuing Education

School District No. 42 (Maple Ridge)  
Employees instructing in High School Completion Credit Courses, Adult Basic Education, Adult Pathfinder Program and Adult English as a Second Language in the Continuing Education Department.

School District No. 79 (Cowichan Valley) (former S.D. 66 Lake Cowichan).  
Employees instructing Adult Education (Adult Basic Education and High School Completion) programs.

- 3.2. a. These employees shall be paid in accordance with their placement on the salary scale as determined by the provisions of this Collective Agreement in their respective districts.

- b. Uncertificated employees shall be placed on the salary scale in accordance with the category and experience provisions of this Collective Agreement or, where such provisions are not found in this Collective Agreement, the practice in their respective districts as confirmed by the Board and the Local.
- c. Notwithstanding Clauses 2.a and b, where an hourly rate of pay in respect of a district produces a higher rate of pay than provided in Clauses 2.a and b, employees in that district who would benefit shall continue to be paid the higher rate until such time as the rate on the scale established by Clause 2.a and b is higher. These employees shall not be entitled to further increment payments until that time but shall receive experience increment credit.

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

- 4.1 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.
- 4.2 The employer shall calculate each employee's share of the savings which have been remitted pursuant to Clause 1 above and include that amount as part of the employee's taxable income on the yearly T4 slip.

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

- 5.1 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.
- 5.2 Where an alternative plan exists in a district pursuant to paragraph 1.b above that plan shall remain in effect for the term of the Transitional Collective Agreement.
- 5.3 The BCTF Plan shall be made available in all districts not included in Clause 2 above no later than October 15, 1996.

- 5.4 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.
- 5.5 a. During the implementation phase of the BCTF Plan, the Local will be responsible for disseminating information about the plan and for distributing enrollment forms or other forms that may be required to employees. Completed forms shall be processed and forwarded to the designated trustee by the employer.
- b. Following the implementation of the BCTF Plan, the employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
- 5.6 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.
- 5.7 Following the establishment of the BCTF Plan pursuant to Clause 3 above, employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
- a. between September 1 and September 30 or December 15 and January 15 in any school year;
- b. no later than sixty (60) days following the commencement of employment or the establishment of the BCTF Plan in a district.
- 5.8 An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
- 5.9 There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
- 5.10 Following the establishment of the BCTF Plan pursuant to Clause 3 above, participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no

later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.

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

## **ARTICLE B.6: PLACEMENT ON SCALE**

### **6.1 Initial Placement**

- 6.1.1 A teacher's placement for salary purposes shall be as determined by the Teacher Qualification Service and number of years of teaching or equivalent service in accordance with this Article.
- 6.1.2 It shall be the responsibility of the individual teacher to provide documentation as requested by the Board to prove certification and experience.
- 6.1.3 Salary adjustment in respect of salary status claimed in writing before March 1st and proved before the succeeding May 1st shall take effect from the preceding January 1st.
- 6.1.4 Salary adjustment in respect of salary status claimed in writing before November 1st and proved before the succeeding January 1st shall take effect from the preceding September 1st.

### **6.2 Experience**

- 6.2.1 One year of teaching experience equals a minimum of 160 prescribed days.
- 6.2.2 One month of teaching experience equals 20 prescribed days.
- 6.2.3 One prescribed day of experience or any portion of a day is defined upon appointment, with credit given proportionate to the percentage of time employed.
- 6.2.4 Experience in B.C. Public Schools (K-12) is accumulated at the rate which is consistent with the terms of each appointment

- 6.2.4.1 With full-time, full-year service, 160 or more continuous prescribed days taught in one school year or calendar year constitutes one year of teaching service.
- 6.2.4.2 With full-time, partial-year service of up to three periods of 40 or more continuous prescribed days taught in four years or less, which equal 160 or more prescribed days taught, constitutes one year of teaching experience.
- 6.2.4.3 With part-time, full-year service, the equivalent of 160 prescribed taught, accumulated within a period of four years or less, constitutes one year of teaching experience.
- 6.2.4.4 With any combination of full-time, partial-year and part-time, full-year service described above, accumulated in four years or less, which equals 160 or more prescribed days taught, constitutes one year of teaching experience.
- 6.2.5 Other teaching or equivalent experience shall be translated into equivalent periods of employment in British Columbia public schools. Teachers fluent in English who prior to gaining teaching experience obtained qualifications which are recognized by the Ministry of Education and/or the Teacher Qualification Service as being equivalent to comparable British Columbia qualifications shall receive full recognition for teaching experience in:
  - 6.2.5.1 British Columbia provincial government schools or provincial institutions;
  - 6.2.5.2 Other public education systems in Canada, the British Commonwealth, Ireland and the United States;
  - 6.2.5.3 The British Columbia Ministry of Education including educational administrative service;
  - 6.2.5.4 A faculty of education recognized by the Ministry of Education of British Columbia for certification purposes.
- 6.2.6 Teaching experience not dealt with above will be recognized by the Board on the recommendation of the Superintendent of Schools.

### 6.3 Increment Dates

The increment date shall be the first of the month following the month in which applicable experience accumulation is achieved.



## **ARTICLE B.7: PART-TIME TEACHERS' PAY AND BENEFITS**

### **7.1 Salary**

Part-time teachers shall be paid that portion of their regular scale placement that relates to the portion of an instructional week worked.

### **7.2 Benefits**

Part-time teachers in excess of 0.4 shall be eligible to participate in all benefit plans.

### **7.3 Sick Leave**

The part-time teacher shall accumulate and be eligible to use sick leave in the same proportion as that determined for payment of salary.

## **ARTICLE B.8: POSITIONS OF SPECIAL RESPONSIBILITY**

8.1 In the event of the creation of a new position of special responsibility, eligible for Association membership but not covered by the agreement, the Board shall submit a description of the new position to the Working Relations Committee for discussion and review. The Working Relations Committee may recommend what, if any, allowance over and above salary, as determined by Article B.6 might be paid before the position is filled.

### **8.2 Teacher-in-Charge**

8.2.1 In each school the Board shall select from among applicants for the position of Teacher in Charge.

8.2.2 When acting as Teacher in Charge, the teacher shall be relieved of regular teaching duties if the principal deems it necessary.

8.2.3 When acting as Teacher-in-Charge, the teacher shall receive an additional allowance of \$25.50 per day, in Kyuquot and Zeballos, and \$35.70 per day at Ray Watkins Elementary School, Gold River Secondary School, and Captain Meares Elementary/Secondary School.

8.2.4 While acting as Teacher-in-Charge, the teacher is covered by all the terms and conditions of this agreement.

## ARTICLE B.9: ALLOWANCES

### 9.1 Mileage Allowance

Teachers who are required to use their personal vehicles in order to carry out Board business shall be reimbursed as per Board policy No. B.4.

### 9.2 Isolation Allowance

Teachers working outside Gold River shall receive a per annum isolation allowance as follows:

	As of April 1, 2000
Kyuquot	\$2,386
Zeballos and Tahsis	\$1,281

This allowance will be paid in monthly installments as part of the regular payroll.

### 9.3 Moving and Relocation Allowance

- 9.3.1 Upon presentation of proof of payment, the Board will pay 100% of the cost of moving personal and household effects and traveling to new locations for teachers and their families (meals, lodging, mileage at established rates, and fares), for Board initiated transfers from one community to another.
- 9.3.2 Upon presentation of proof of payment, the Board will pay 60% of the cost, up to a maximum of \$500, of moving personal and household effects and traveling to new locations for teachers and their families (meals, lodging, mileage at established rates, and fares), for teachers accepting their first appointment in the district.
- 9.3.3 Upon presentation of proof of payment, the board will pay 100% of the cost of moving personal and household effects to and from Gold River and their assigned school for teachers terminated pursuant to Article C.7.4 and exercising their rights under Article C.7.5.
- 9.3.4 Notwithstanding the provisions contained above, the Board will pay 60% of the cost, to a maximum of \$750 of moving personal and household effects and traveling to new locations for teachers and their families (meals, lodging, mileage at established rates, and fares) for teachers accepting their first appointment to Kyuquot. This provision shall also apply to employees moving from a permanent personal residence outside B.C.

## **ARTICLE B.10: BENEFITS**

10.1 The Board will continue its current practice of providing applicable employment information and any necessary forms for enrolment into current employee benefit plans.

### 10.2 Medical Services

10.2.1 The Board shall pay 100% of the cost of the Medical Services Plan of British Columbia for each teacher participating in the plan.

10.2.2 The Board shall pay 100% of the cost of an extended health benefit for each teacher participating in the plan. The extended health care plan will provide equal or superior coverage to the C. U. & C. extended health care plan in effect as of April 13, 1993. Effective May 1, 1993 the extended health care plan shall include coverage for the purchase of eyeglasses and contact lens once every two (2) years to a maximum of one hundred dollars (\$100.00) per eligible family member.

10.2.3 The Board shall pay 100% of the cost of the Medical Services Association Dental Plan or a plan that provides equal or superior coverage as follows:

Plan "A" Basic Services - 80% payment of claims,

Plan "B" Prosthetic Appliances and Crown and Bridge Procedures - 50% payment of claims.

Plan "C" Orthodontics 50% payment of procedures and appliances to a lifetime maximum of \$1500 per eligible family member. This coverage to be effective September 1, 1993.

### 10.3 Group Life Insurance

10.3.1 The Board shall pay 75% of the cost of the BCTF/BCSTA Group Life Insurance Plan "B" for each teacher participating in the Plan.

10.3.2 A teacher's share of premiums payable under this policy, shall be deemed by the employer to be applied to the premium for insurance in excess of \$25,000 and the balance, if any, of the employee's premium shall be deemed by the employer to be applied to the first \$25,000 of his insurance.

#### 10.4 Salary Indemnity Plan Short and Long Term

The teacher will participate in the BCTF Short and Long Term Salary Indemnity Plan with the teacher contributing 100% of the premium. The Board will deduct the premiums for teachers participating in this plan.

#### 10.5 Voluntary Group Life Insurance

The Board will administer the BCTF Optional Term Life Insurance Plan and deduct monthly premiums from the salary of those teachers participating in the plan.

#### 10.6 Death Benefits

The Board shall continue to provide the medical, extended health and dental benefits to the dependents on the death of the teacher for one year. The dependents shall be notified in writing of the terms of this provision.

### **ARTICLE B.11: RENTAL ACCOMMODATION**

- 11.1 The Board will assist teachers new to Gold River to locate housing and will guarantee the availability of rental accommodation to all teachers outside of Gold River.

### **ARTICLE B.12: DAMAGE TO TEACHERS' PROPERTY**

#### 12.1 Teachers' Vehicles

The Board shall reimburse teachers for acts of vandalism to their vehicles while on school property during approved school functions that are held outside of school hours. Such reimbursement shall be the least of the deductible for the vehicle's comprehensive insurance coverage or the actual cost of repairs up to a maximum of \$250.00.

#### 12.2 Personal Professional Materials

The Board shall reimburse a teacher for the loss by theft, fire, water damage or malicious damage to personal professional materials stored on Board property, providing the Principal was informed in writing of the intended use of the materials. Such reimbursement shall be the least of the deductible for the teacher's insurance coverage or the actual cost of repairs.

## **SECTION C: EMPLOYMENT RIGHTS**

### **ARTICLE C.1: RESIGNATION**

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

### **ARTICLE C.2: DISMISSAL AND DISCIPLINE FOR MISCONDUCT**

- 2.1 The Board shall not discipline or dismiss any person bound by this agreement save for just and reasonable cause.
- 2.2 Where an employee is under investigation by the Board for any cause, the employee and the Association shall be advised in writing of the fact and of the particulars of any allegations at the earliest reasonable time and before any action is taken by the Board, and the employee shall be advised of the right to be accompanied by a representative of the Association at any interview or meeting in conjunction with such investigation or discipline.
- 2.3 The Board shall neither suspend (other than a suspension to which Section 15 of the *School Act, R.S.B.C. 1996, c.412 with amendments* applies) nor dismiss any person bound by this agreement unless it has, prior to considering such action, hold a meeting of the Board or a committee of the Board (including the Superintendent of Schools and/or designate) with the employee entitled to be present, in respect of which:
  - 2.3.1 the employee and the Association shall be given 72 hours notice of the hearing and a written statement of the grounds for the contemplated action;
  - 2.3.2 twenty-four (24) hours prior to the hearing, both parties shall exchange all documents that will be considered at the hearing;
  - 2.3.3 the Association, on behalf of the teacher, may file a written reply to the allegations prior to the meeting;
  - 2.3.4 at such meeting the teacher may be accompanied by a representative and/or advocate appointed by the Association who shall be entitled to

receive copies of all documents placed before the Board and to ask questions of clarification, procedure and information;

- 2.3.5 in the case of suspension, the meeting referred to herein may be waived by mutual agreement.
- 2.4 Differences respecting dismissal and disciplinary action shall be subject to the grievance procedure in Article A.6 of this agreement.
- 2.5 Provided the conduct of an employee subsequent to the decision to discipline does not give rise to the need for further discipline, the Board agrees that the statement of the grounds for discipline, and related information, shall be the material relied upon during the arbitration process.
- 2.6 Where an employee is suspended pursuant to Section 15(5) of the *School Act, R.S.B.C. 1996, c.412 with amendments*, the Board shall, prior to taking further action pursuant to Section 15(7) of the *School Act, R.S.B.C. 1996, c.412 with amendments*, hold a meeting in accordance with this Article unless the right to such a meeting is waived by the Association.
- 2.7 The Board and the Association recognize that disciplinary and dismissal matters must be treated confidentially.
- 2.8 The Board shall not release to the media or the public information in respect of discipline or dismissal of a teacher except after first attempting to issue a joint press or information release and failing this either party shall notify the other of the general content of a release.
- 2.9 Notwithstanding Article A.6 (Grievance Procedure) where an employee has been dismissed, the Association shall have the option of referring a grievance regarding the dismissal directly to arbitration as provided for in that Article.
- 2.10 At an arbitration in respect of the discipline or dismissal of an employee, no material from the employee's file may be presented unless the material was brought to the employee's attention at the time it was placed on file, and no material which has been removed from the file pursuant to Article E.12 (Personnel Files) may be presented.
- 2.11 Where an employee has been suspended pursuant to Section 15(4) of the *School Act, R.S.B.C. 1996, c.412 with amendments*, the employee shall be reinstated with full pay for the period of such suspension unless:
- 2.11.1 on the final disposition of the matter the teacher is convicted of the offense charged; or

- 2.11.2 just and reasonable cause exists for the taking of disciplinary action in the form of a suspension or dismissal arising from the events that gave rise to the criminal charge(s).

**ARTICLE C.3: PROCEDURES WHERE DISMISSAL BASED ON PERFORMANCE**

- 3.1 The Board shall not dismiss a teacher except where the Board has received three reports pursuant to Article E.9 (Evaluation of Teaching) of this agreement indicating that the learning situation in the class or classes of the teacher is less than satisfactory.
- 3.2 The reports referred to in Article C.3.1 shall be prepared in accordance with the process established in Article E.9 (Evaluation of Teaching) of this Agreement, and in accordance with the following conditions:
  - 3.2.1 the reports shall have been issued in a period of not less than 12 or more than 24 months;
  - 3.2.2 at least one of the reports shall be a report of a district superintendent of schools, a superintendent of schools or an assistant superintendent of schools;
  - 3.2.3 one of the other two reports shall be written by the principal of a school to which the teacher is assigned;
  - 3.2.4 the report writers shall not collaborate in writing any report.
- 3.3 Where the Board intends to dismiss a teacher on grounds of a less than satisfactory teaching situation, it shall notify the teacher and the President of the Association of such intention and provide an opportunity for the teacher and her/his representative to meet with the Superintendent and the Board within 14 days of such notice.
- 3.4 Where, subsequent to such meeting, the Board decides to dismiss a teacher, it shall issue notice of dismissal at least one month prior to the termination date.
- 3.5 Any grievance arising out of the foregoing provisions may be submitted to a three member arbitration panel by mutual agreement

#### **ARTICLE C.4: PART-TIME EMPLOYMENT RIGHTS**

- 4.1 Part-time assignments shall only be done in increments of 0.1, but shall not be less than 0.3 or greater than 0.8.

#### **ARTICLE C.5: TEMPORARY TEACHERS' EMPLOYMENT RIGHTS**

- 5.1 The Board shall appoint teachers on temporary contracts in accordance with Article E.3 of this agreement.
- 5.2 The Board agrees to provide to the Association no later than October 15 in any school year, a list of teachers hired on temporary contract for the school year.
- 5.3 Teachers who have been employed by the Board on temporary contracts shall be entitled to available continuing contracts as provided in Article E.3 Appointments.

#### **ARTICLE C.6: TEACHERS ON CALL**

- 6.1 On-call List
  - 6.1.1 The Board shall maintain a list of persons who are qualified and who have requested to be placed on the list of on-call teachers for the school year. The Board shall forward a copy of such a list upon request to the Association.
  - 6.1.2 Subject to this Section, the Board shall not remove a person from the list of teachers on call, save for just and reasonable cause.
- 6.2 Teacher on call Hiring
  - 6.2.1 In appointing teachers on call, the Board shall, pursuant to Section 19 of the *School Act, R.S.B.C. 1996, c.412 with amendments*, appoint teachers on call who possess a valid B.C. teaching certificate in preference to persons not possessing such a certificate.
  - 6.2.2 As soon as the Board reasonably expects a teacher to be absent for more than 20 days (whether at the outset of the absence, or during the course of the absence), or where the teacher has in fact been absent for 20 days; the vacancy shall be posted, and filled by appointment to the teaching staff of the district according to Article E.2 (Temporary Appointments).

- 6.2.3 Subject to paragraphs 6.2.1 and 6.2.2 of this Article, the teacher on call initially assigned to a class where the teacher is absent for an indefinite time shall be permitted to continue the assignment until the absent teacher returns, unless specialist skills are necessary due to the nature of the assignment.
- 6.2.4 When a certified teacher is not available, a non-certified person on call will be appointed to an assignment on a day-to-day basis.
- 6.2.5 Replacement of Non-Certified Person on Call with Certified Teacher on Call
  - 6.2.5.1 If a non-certified person on call is placed in an assignment and a certified teacher on call becomes available, the non-certified person on call shall complete the day's assignment.
  - 6.2.5.2 If a certified teacher on call is initially unavailable for appointment to an assignment and subsequently becomes available, that teacher must advise the administrator of the school by 3:00 pm of his/her availability to accept the assignment for the following day.
- 6.2.6 A certified teacher on call who accepts an assignment for a specified number of days will not be relocated during that assignment.
- 6.2.7 Subject to paragraphs 6.2.1 and 6.2.2 of this Article, the teacher on call initially assigned to a class where the teacher is absent for an indefinite time shall be permitted to continue the assignment until the absent teacher returns, unless specialist skills are necessary due to the nature of the assignment.

## **ARTICLE C.7: PRINCIPLE OF SENIORITY**

### 7.1 Principle of Seniority

The Board and the Association agree that increased length of service in the employment of the Board entitles teachers on continuing appointments, who have the necessary qualifications as defined in this Article, to commensurate increase in security of teaching employment.

### 7.2 Definition of Seniority

7.2.1 In this Article, "seniority" means a teacher's aggregate length of service in the employment of the Board, inclusive of:

- 7.2.1.1 Part-time teaching. For the purpose of calculating length of service, part-time teaching, if continuing appointment, shall be credited on a pro-rated basis;
  - 7.2.1.2 Maternity leave (maximum of 24 weeks for each pregnancy);
  - 7.2.1.3 Educational leave, with credit documentation;
  - 7.2.1.4 Leave for duties with the Association and the British Columbia Teachers' Federation;
  - 7.2.1.5 Secondment to the Ministry of Education, a Faculty of Education, or pursuant to a recognized teacher exchange program;
  - 7.2.1.6 Long-term sick leave;
  - 7.2.1.7 Leave for teaching with the Department of National Defense or Canadian Universities Service Overseas;
  - 7.2.1.8 Leave for elected office at the provincial, federal or municipal level;
  - 7.2.1.9 Temporary teaching appointment time;
  - 7.2.1.10 Continuing teacher on layoff employed in a temporary position.
- 7.2.2 When the seniority of two or more teachers is equal pursuant to Article C.7.2.1, the teacher with the longest period of teaching time with the Board shall be deemed to have the greatest seniority.
- 7.2.3 When the seniority of two or more teachers is equal pursuant to Article C.7.2.2, the teacher with the greatest aggregate length of service as a continuing appointment teacher with a British Columbia school authority recognized for salary experience purposes in this Agreement shall be deemed to have the greatest seniority.
- 7.2.4 When the seniority of two or more teachers is equal pursuant to Article C.7.2.3, the teacher with the greatest aggregate length of service as a continuing appointment teacher with any other Canadian school authority recognized for salary experience purposes in this agreement shall be deemed to have the greatest seniority, and finally, any other school authority should be considered pursuant to Article C.7.2.3.

- 7.2.5 When the seniority of two or more teachers is equal pursuant to Article C.7.2.4, the teacher with the earliest appointment date to School District 84 shall be deemed to have the greatest seniority.
- 7.2.6 For the purposes of this Article, continuity of service shall be deemed not to have been broken by an approved leave of absence.
- 7.2.7 A teacher whose job is terminated pursuant to this Article then subsequently re-engaged pursuant to Article C.7.2.5, shall retain previously accumulated seniority unless severance pay is accepted.
- 7.2.8 Where either a part-time continuing teacher or a continuing teacher reengaged pursuant to Article C.7.2.5, accepts a temporary assignment, the temporary service will count towards seniority pursuant to this section.

### 7.3 Definition of Necessary Qualifications

7.3.1 In this Article, “necessary qualifications” in respect of a teaching position means the possession of a valid teaching certificate for the Province of British Columbia, and one or more of the following:

7.3.1.1 A university teaching major as prescribed by the University of British Columbia, University of Victoria, Simon Fraser University, or its equivalent, directly related to the teaching position, or

7.3.1.2 A reasonable expectation, based on applicable qualifications, training and experience, that the teacher will be able to perform the duties of the position in a satisfactory manner.

7.3.2 Should any question arise regarding the interpretation, application, or enforcement of this Article, the matter must be submitted in writing to the Superintendent of Schools within ten (10) working days.

7.3.3 Any dispute shall, within two (2) working days, be referred to the grievance procedure.

### 7.4 Security of Employment Based on Seniority and Qualifications

7.4.1 When the Board, after consultation with the Association:

7.4.1.1 considers that there is insufficient work to maintain current levels of employment, or

74.1.2 considers that there are insufficient current operating funds budgeted to maintain current levels of employment, or

7.4.1.3 makes a change in its organizational structure, or

7.4.1.4 discontinues a program, activity or service, or

7.4.1.5 reduces the level of an activity or service,

it may reduce the total number of teachers employed by the Board.

7.4.2 The teachers to be retained shall be those who have the greatest seniority, provided that they possess the necessary qualifications of the positions available as defined in Article C.7.3.

7.4.3 Any teacher terminated pursuant to this Article cannot exercise seniority provisions against Administrative Officers.

7.4.4 The Board shall give each teacher it intends to terminate pursuant to this Article at least thirty days notice in writing to be effective for a December 31 termination and 60 days notice in writing for a June 30 termination, and to contain the reason for this termination. A list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority will be forwarded to the Association.

## 7.5 Teachers' Rights of Re-Engagement

7.5.1 When a position on the teaching staff of the district becomes available, the Board shall, notwithstanding any other Article of this Agreement, first offer re-engagement to the teacher who has the most seniority among those terminated pursuant to Article C.7.4, provided that the 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 been terminated pursuant to this Article.

7.5.2 Where a continuing teacher is re-engaged in a temporary appointment, the continuing teacher will be returned to the recall list at the conclusion of the temporary appointment with full rights and seniority.

7.5.3 A teacher who is offered re-engagement pursuant to Article C.7.5 shall inform the Board whether or not the offer is accepted, within 48 hours, not including weekends.

- 7.5.4 The Board shall allow ten days from an acceptance of an offer pursuant to Article C.7.5.3, for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer *such* period shall be thirty days or longer at the discretion of the Board.
- 7.5.5 A teacher's right to re-engagement under this Article is lost if:
- 7.5.5.1 the teacher elects to receive severance pay pursuant to Article C.7.10;
  - 7.5.5.2 the teacher refuses to accept two different positions of equal or greater percentage of time. A teacher while attending university on a full-time basis or unable to teach due to pregnancy, may reject an employment offer if the commencement date is inappropriate;
  - 7.5.5.3 eighteen months elapses from the date of termination under this Article and the teacher has not been re-engaged.
- 7.5.6 Wherever possible, upon re-engagement, a teacher shall be entitled to a continuing appointment to the teaching staff of the Board if the teacher held a continuing appointment at the time of termination, or would otherwise be entitled to a continuing contract pursuant to this Article. Acceptance of a temporary position with the Board does not affect a teacher's continuing appointment status.

## 7.6 Seniority List

The Board shall maintain an active up-to-date seniority list of all teachers on a continuing appointment employed by the Board, in order of seniority, calculated according to Article C.7.2, setting out the length of seniority as of September 1 of that year. This list shall be forwarded to the Association as soon as possible and at least one week prior to any proposed notification of termination under this Article.

## 7.7 Re-Engagement List

- 7.7.1 The Board shall maintain a re-engagement list. Copies of that list will be sent to the Association at least once during the fall and once during the spring term each year.
- 7.7.2 It shall be the responsibility of the teacher to notify the Board and the Association of any change of address.

## 7.8 Sick Leave

A teacher re-engaged pursuant to this Article, shall be entitled to all sick leave credit accumulated at the date of termination unless severance pay is accepted pursuant to Article C.7.10.

## 7.9 Benefits

The Board will maintain coverage of all eligible benefits for teachers who retain rights of re-engagement pursuant to Article C.7.5 for a period of ninety days after termination. These teachers shall be entitled, if otherwise eligible, to maintain participation in all eligible benefits provided pursuant to Article B.10 of this agreement at their cost subject to the approval of the insurance carrier and provided that the teacher is not otherwise employed.

## 7.10 Severance Pay

7.10.1 A teacher on a continuing appointment who has one or more years of continuous employment and who is terminated under this Article, may elect to receive severance pay within thirteen months from the date of termination.

7.10.2 Severance pay shall be calculated at the rate of 5% of one year's salary for each year of service as defined in Article B.6.2, 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.

7.10.3 A teacher who receives severance pay pursuant to this Article, and who, notwithstanding Article C.7.5, is subsequently re-hired by the Board, shall retain any payment made under the terms of this Article. The calculation of years of service shall commence with the date of such re-hiring.

## **SECTION D: WORKING CONDITIONS**

**ARTICLE D.1:** This article is intentionally left blank; language removed by legislation.

**ARTICLE D.2:** This article is intentionally left blank; language removed by legislation.

### **ARTICLE D.3: INSURANCE**

3.1 This clause is intentionally left blank; language removed by legislation.

3.2 This clause is intentionally left blank; language removed by legislation.

3.3 Exceptional children (as identified in accordance with Ministry guidelines for severely handicapped Category A children) and their teachers shall be fully covered by the Board's insurance in cases of accident or injury during extra curricular activities as well as during regular classroom activities.

3.4 This clause is intentionally left blank; language removed by legislation.

### **ARTICLE D.4: THE SCHOOL CALENDAR**

4.1 The working year for full-time employees shall not exceed 195 days in session. Part-time work shall be pro-rated.

4.2 Employee attendance at any required activity outside of the regular work year shall be voluntary, and at the employee's discretion:

4.2.1 paid at the rate of 1/195 of the annual salary per day, or

4.2.2 subject to compensatory time off the scheduling of compensatory time shall be determined by the employee after consultation with the administrative officer.

4.3 The working year for employees shall include:

4.3.1 five (5) non-instructional days for professional development;

4.3.2 one (1) year-end administrative day;

4.3.3 two (2) half days for curriculum implementation;

4.3.4 two (2) early dismissal days for report cards and parent/teacher consultation.

- 4.4 All days in session shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays and Sundays, statutory holidays, Christmas Break and Spring Break.
- 4.5 The first day of the Christmas Break shall be on the Monday preceding December 25. School shall reopen on the Monday following January 1, unless January 1 is a Sunday, when school shall reopen on Tuesday, January 3.
- 4.6 The first day of Spring Break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March.

#### **ARTICLE D.5: DURATION OF SCHOOL DAY**

- 5.1 An elementary teacher shall not be required to offer instruction beyond an interval of six (6) hours, inclusive of:
  - 5.1.1 instructional time not to exceed five hours, inclusive of fifteen (15) minutes of recess;
  - 5.1.2 a regular noon intermission.
- 5.2 A secondary teacher shall not be required to offer instruction beyond an interval of six (6) hours and thirty (30) minutes, inclusive of:
  - 5.2.1 instructional time not to exceed five (5) hours and thirty (30) minutes, inclusive of homeroom and time for students to change classrooms;
  - 5.2.2 a regular noon intermission.

#### **ARTICLE D.6: HOURS OF WORK/PREP TIME**

- 6.1 A teacher's instructional assignment shall be defined as time during the instructional week devoted to teaching courses and lessons, and shall include time assigned to supervise curricular activities, including study periods.
- 6.2 An elementary teacher's weekly instructional time shall be no more than 1500 minutes, of which 80 minutes shall be preparation time.
- 6.3 A secondary teacher's weekly instructional time shall be no more than 1650 minutes, of which 12 1/2% shall be preparation time.

6.4 Preparation time shall be pro-rated for all part-time teachers of .5 or more.

#### **ARTICLE D.7: REGULAR WORK YEAR FOR TEACHERS**

7.1 The annual salary established for employees covered by this agreement in Article B.6 (Salary Grid) shall be payable in respect of the regular teacher's work year which shall not exceed the number of days prescribed by the *School Act, R.S.B.C. 1996, c.412 with amendments*, Section 78, and School Calendar Regulation, Schedule I, February, 1999.

7.2 Any work performed by teachers covered by this agreement beyond the regular work year shall be voluntary.

7.3 The Superintendent may request a teacher to work between the period July 1 and school opening in any year. This work should be of an essential nature. Any teacher agreeing to an assignment of this nature shall be recompensed at a daily rate of 1/195th of their normal salary.

#### **ARTICLE D.8: SUPERVISION DUTIES (NOON HOUR)**

8.1 Teachers shall not be required to perform school supervision duties during the school's regularly scheduled noon intermission except in an emergency.

8.2 Where teachers are requested to do noon hour supervision, and agrees to do so, they will be paid \$25.50 per hour.

#### **ARTICLE D.9: EXTRA-CURRICULAR ACTIVITIES**

9.1 While the Board and the Association agree that non-instructional activities are an important aspect of school programs for pupils and encourage participation in non- instructional activities, it is recognized that non-instructional activities are assumed by a teacher on a voluntary basis.

9.2 In this agreement, non-instructional programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school district.

9.3 While voluntarily involved in approved extra curricular activities teachers shall be considered to be acting in the employ of the Board for purposes of liability of the Board.

- 9.4 The Board agrees not to enter into an agreement with any teacher which reduces the hours of instruction in compensation for providing extra curricular activities.

#### **ARTICLE D.10: AVAILABILITY OF TEACHERS ON CALL**

- 10.1 When, for any reason, a teacher is absent from a school or other district work place, the Board shall employ a teacher-on-call to replace that teacher forthwith, upon being informed of such absence.
- 10.2 Teachers, except teachers-on-call and those teachers whose assignment is that of permanent TOC shall not be required:
- 10.2.1 to perform the tuition or instructional duties of a teacher who is absent;
  - 10.2.2 to supervise the students of a teacher who is absent except in emergency situations.
- 10.3 In an emergency situation, a teacher may be required to cover for a sick colleague. The teacher shall be compensated with equivalent compensatory time.
- 10.4 A teacher-on-call shall be required to assume only the duties of the teacher who the teacher-on-call is replacing.

#### **ARTICLE D.11: STAFF MEETINGS**

##### 11.1 Notice

At least seven (7) days' notice of regular staff meetings shall be given, including the agenda of items to be considered.

##### 11.2 Agenda

All staff members shall have the right to place items for consideration on the staff meeting agenda.

##### 11.3 Minutes

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

##### 11.4 Attendance

Teachers shall not be required to attend staff meetings:

- 11.4.1 which commence prior to one hour before classes begin or which conclude later than one hour after dismissal of pupils;
  - 11.4.2 during recess or during the noon intermission;
  - 11.4.3 on weekends, holidays or other days when school is not in session.
- 11.5 Part time and itinerant teachers shall attend staff meetings whenever practicable.

**ARTICLE D.12: TECHNOLOGICAL CHANGE**

- 12.1 A technological change shall be defined as the introduction by the Board of:
- 12.1.1 equipment or material of a different nature or kind than that previously used by the Board and its employees covered by this agreement; or
  - 12.1.2 a change in the manner, method or procedure, including language, in which instruction is given, by which members of the Association carry out educational operations and services.

12.2 Notice

Where the Board intends to introduce a technological change which is likely to significantly affect the terms and conditions or security of employment of members of the Association, the Board shall give notice of the technological change to the Teachers' Association no less than ninety (90) days in advance of the term in which the change will become effective.

The notice shall be in writing and shall state:

- 12.2.1 the nature and location of the change;
- 12.2.2 the date on which the Board proposes to effect the change; and
- 12.2.3 the approximate number of Association members likely to be affected by the change.

12.3 Meetings

- 12.3.1 Upon receipt by the Association of the notice, the Board and the Association shall meet within thirty (30) days to discuss the effect of the change upon the teachers involved, and to reach agreement on solutions to the problems arising from this intended change as well as on measures to

be taken by the Board to protect the Association members from any adverse effects.

12.3.2 Should the parties fail to reach agreement, either party may refer the matter to a mutually agreed upon single arbitrator, whose decision shall be final and binding upon both parties.

#### 12.4 Layoff

Any teachers who are affected as a result of such change shall be dealt with under the provisions of Article C.7.4.

### **ARTICLE D.13: HEALTH AND SAFETY**

13.1 A Health and Safety Chairperson shall be elected by each school to ensure that health and safety standards are being maintained.

13.2 Classes shall be conducted in well maintained facilities. Maintenance includes cleanliness, heating, lighting and other physical conditions. Any problems under this Section shall first be referred to the principal, then to district administration and finally to the Public Health Inspector, until the problems are resolved.

13.3 Principals should be notified no later than noon the day preceding major maintenance work that may disquiet the proceedings of a class, such as the use of power tools, hammering, gluing and sanding. The principal, in consultation with the teacher, shall schedule alternate arrangements if necessary.

13.4 Before working in or around a school maintenance personnel should inform the school office.

13.5 The Health and Safety Chairperson for each school shall address the problem of student medication procedures and make recommendations to the staff committee and school administration.

**ARTICLE D.14:** This article is intentionally left blank; language removed by legislation.

## **SECTION E: PERSONNEL PRACTICES**

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

- 1.1 A non-sexist environment is defined as that in which there is no discrimination against females or males by portraying them in gender stereotyped roles or by omitting their contributions.
- 1.2 The employer does not condone and will not tolerate any written or verbal expression of sexism. In September of each school year the employer and the Local shall jointly notify administrative officers and staff, in writing, of their commitment to a non-sexist environment.
- 1.3 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**

[Note: Please refer to the March 14, 1997 Letter of Understanding 2, page 101, which may affect the operation of this Article.]

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

## 2.2 Definitions:

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

## 2.3 Resolution Procedure:

### a. Step 1

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

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

### b. Step 2

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

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

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

### c. Step 3

i. The employer shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.

ii. The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) working days unless

otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

#### 2.4 Remedies:

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

#### 2.5 Training:

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

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

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

### **ARTICLE E.3: APPOINTMENTS**

- 3.1 In this Section, "vacancy" means an existing or newly-created teaching assignment or position for which there is a continuing need, to which a teacher is not assigned. All teachers in the district are eligible to apply for all vacancies.
- 3.2 A teaching assignment or position filled by a temporary appointee becomes vacant at the end of the appointment or June 30, whichever comes first.
- 3.3 The Board shall advertise, by posting notices in all places of employment of Association members in the district, all vacancies and all positions for which appointments to the teaching staff of the district will be required, within a reasonable time of their becoming known.

- 3.3.1 Copies of all postings shall be forwarded at the time of posting to the VIWTA office.
- 3.3.2 During July and August vacancies shall be posted at the Board office with a copy to the Association.
- 3.4 The Board shall fill vacancies in the following priority, provided the teacher has the necessary qualifications, as defined in Article C.6.3, to perform the duties of the vacant position:
  - 3.4.1 A teacher on the re-engagement list;
  - 3.4.2 A teacher returning from a leave of absence from the vacant position;
  - 3.4.3 A teacher on a continuing appointment transferred on the initiative of the Board, subject to rights of review of that transfer,
  - 3.4.4 A teacher on a continuing appointment transferred on the initiative of the teacher, in order of seniority;
  - 3.4.5 A part-time continuing contract teacher requesting an increase in the time of their assignment or appointment;
  - 3.4.6 A teacher on a temporary appointment to the vacant position who has received a further temporary appointment;
  - 3.4.7 A teacher-on-call;
  - 3.4.8 A new appointee.
- 3.5 An applicant for appointment shall be entitled to rely on a representation of the Superintendent or designate, that an offer of an appointment has been made, or that an appointment has been made, or with respect to the terms of such offer or appointment
- 3.6 The Board shall confirm an offer of appointment to the District, in writing or by telegram within forty eight (48) hours.

#### **ARTICLE E.4: TEMPORARY APPOINTMENTS**

- 4.1 The Board may issue temporary appointments for a period of time not exceeding ten (10) consecutive teaching months;

- 4.1.1 to fill a vacancy arising during the school year;
- 4.1.2 to fill a position that is temporarily vacant, for less than a year;
- 4.1.3 to fill a position temporarily existing.
- 4.2 At no time shall the number of FTE teachers on temporary appointments exceed the number of FTE vacancies under Articles E.4.1.1, E.4.1.2 and E.4.1.3.
- 4.3 A teacher on a temporary appointment for more than ten (10) consecutive teaching months or twelve (12) aggregate teaching months who is subsequently rehired/recalled shall be placed on a continuing appointment.
- 4.4 A teacher, who after completing ten (10) consecutive teaching months of service, or twelve (12) aggregate teaching months of service, whichever is earlier, is not offered an equivalent position for the subsequent school year or term will have the right to be placed on recall in accordance with Article C.7.5.
- 4.5 The Board will provide the Association a list of all teachers hired on temporary appointments, and a list of temporary positions, as they occur during the school year.
- 4.6 Temporary appointments which are converted to continuing appointments, prior to the completion of ten (10) months of teaching service, shall be converted on the basis of seniority providing they possess the necessary qualifications for positions to be filled. The Superintendent shall notify the Association of any conversions prior to the effective date of the conversion.
- 4.7 A teacher on temporary appointment may request a teaching report and has a right to receive a report providing that at least six (6) months remain on the temporary appointment.
- 4.8 A teacher entitled to a continuing appointment pursuant to Articles E.4.3 and E.4.4, shall be entitled to be appointed to a position equal to the percentage of assignment in the temporary appointment. The teacher shall retain other rights of transfer and assignment as provided in this agreement.

#### **ARTICLE E.5: APPOINTMENT REVIEW**

- 5.1 The Board may, during the first nine (9) months of a teacher's appointment, exclusive of
  - 5.1.1 the months of July and August, and

- 5.1.2 any break in service or leave of absence of one or more months,  
review his/her appointment.
- 5.2 No teacher's appointment shall be reviewed without the filing of a formal teaching report, written by the principal, in accordance with Article E.9 (Evaluation) of this Agreement, indicating less than satisfactory performance.
- 5.3 In the event that the Board reviews a teacher's appointment the teacher shall be provided with written reasons and specific recommendations and time lines for improvement. The teacher shall have the right to discuss the recommendations and time lines with the Superintendent or principal and to be accompanied by a representative of the Association.
- 5.4 The review of an appointment shall be effective until:
  - 5.4.1 the Board rescinds the review,
  - 5.4.2 June 30 in the school year immediately following the school year in which the review was initiated,
  - 5.4.3 the teacher receives a satisfactory teaching report, whichever occurs earlier.
- 5.5 During the review of an appointment the Board may terminate the appointment provided that:
  - 5.5.1 the teacher shall have at least 60 teaching days to implement the recommendations, and following this time;
  - 5.5.2 the teacher has received a formal teaching report, written by the Superintendent, in accordance with Article E.9 (Evaluation) of this Agreement, indicating less than satisfactory performance and
  - 5.5.3 If the Superintendent plans to recommend termination, the teacher has the right to meet with the Superintendent, at which meeting, notice to be given from 7 to 15 days in advance, the teacher has the right to be accompanied by a member of the Association or BCTF, and has the right to suggest alternatives to termination, and
  - 5.5.4 The Board gives the teacher the right to attend, with a representative as in Article E.5.5.3, a Board meeting to respond to the recommendation in Article E.5.5.3, before the Board makes a decision to terminate.
- 5.6 Notice of termination shall be given at least 30 days in advance of termination.



## ARTICLE E.6: TRANSFERS

- 6.1 The Board may transfer a teacher from one assignment to another at any time by giving at least sixty calendar days notice in writing to the teacher of the transfer, subject to the conditions of this article.
- 6.2 The Superintendent of Schools or designate, in conjunction with the principal and staff, wherever possible, of a school where vacancies exist, shall assess the educational needs of the school and specify the qualifications required to fill the vacancy.
- 6.3 Except under the most unusual circumstances, teachers will not be transferred more frequently than once in two years.
- 6.4 Teachers may request transfers at any time, but transfers will not normally be made after the beginning of the school year.
- 6.5 Teachers who request but are denied transfers shall be notified in writing. Such teachers may request a meeting with the Superintendent of Schools or designate to discuss the situation.
- 6.6 A teacher who seeks a transfer or a change in teaching time shall advise the Superintendent of Schools and the current principal, in writing, prior to March 1.
- 6.7 Transfer requests should include information on location, program and subject or grade level preferences.
- 6.8 Transfers shall not be made as a disciplinary measure.
- 6.9 Prior to initiating a transfer of a teacher, the Superintendent of Schools or designate shall:
  - 6.9.1 Discuss the transfer with the teacher;
  - 6.9.2 Give consideration to the teacher's professional and personal goals and place of residence, and wherever possible, obtain the teacher's agreement to the transfer, and
  - 6.9.3 Arrange, upon request, a meeting of the Superintendent of Schools, the two principals involved, the teacher and the teacher's chosen representative.
- 6.10 When the decision to transfer a teacher has been made:

- 6.10.1 The transferred teacher and the President of the Association shall be notified, in writing, of the decision and the reasons for it within three days of Board approval.
- 6.10.2 If a transfer is necessary after the beginning of the school year, the transferred teacher may require time free of instruction for classroom planning and school orientation. After consultation with the Superintendent of Schools, the transferred teacher may be granted up to five (5) days free of instruction for this purpose.
- 6.10.3 The Board shall transfer a teacher to a position for which the teacher possesses the necessary qualifications except in the most unusual circumstances.
- 6.10.4 When the Board assigns a teacher to a significantly different grade or subject area, the Superintendent of Schools and the teacher shall jointly determine, and the Board shall provide the necessary financial and district staff resources, to ensure adequate professional retraining, up to a maximum of \$1,000.
- 6.10.5 If a teacher refuses a Board initiated transfer, he/she may elect to be placed on the recall list.

#### **ARTICLE E.7: TRANSFERS RESULTING FROM STAFF REDUCTIONS**

- 7.1 If the number of teachers on a school staff exceeds the number of teachers allocated to a school, the situation will be formally discussed by all teaching personnel and staff reductions may be brought about internally by teachers who voluntarily initiate the following:
  - 7.1.1 Planned retirement;
  - 7.1.2 Leaves of absence;
  - 7.1.3 Part-time employment;
  - 7.1.4 Vocational shifts;
  - 7.1.5 Voluntary transfers.
- 7.2 If internal solutions cannot be found, teachers who possess appropriate qualifications and who have least district seniority will have their names forwarded to the Superintendent, who will consider the possibility of transfers.

## **ARTICLE E.8: ASSIGNMENT IN SCHOOL**

A teacher who is not satisfied with a proposed assignment in a school may express his/her concerns to the staff committee. The committee may, after consultation, recommend to the principal that the teacher's assignment be changed.

## **ARTICLE E.9: EVALUATION OF TEACHING**

- 9.1 The purpose of supervision and evaluation is to promote and reinforce good instruction. In the first month of the school year, each principal, in consultation with school staff members, shall submit to the Board, a school plan for the supervision of teaching performance. Although each school plan will be unique, each should contain:
- 9.1.1 A statement of objectives for the year;
  - 9.1.2 A statement of characteristics of good teaching;
  - 9.1.3 An evaluative model and process for the school;
  - 9.1.4 A list of the teachers who will be receiving written evaluations.
- 9.2 In accordance with the *School Act, R.S.B.C. 1996, c.412 with amendments*, formal evaluations of teachers are required. While there may be flexibility within the process of report writing for significant variations, there shall be the following elements common to all reports written on teachers:
- 9.2.1 The procedure by which teachers are to be evaluated must be predetermined and clearly stated and explained;
  - 9.2.2 The evaluative model developed for each school shall be followed;
  - 9.2.3 Each report shall be based on not less than three or more than six personal observations which reflect the teacher's assignment;
  - 9.2.4 Periods chosen for observation shall not be at abnormal or inappropriate times and the teacher shall have the opportunity to select two observation times.
  - 9.2.5 The content of a teaching report shall be a specific, objective description of teaching performance. Judgments shall be adequately substantiated.
  - 9.2.6 A series of classroom visitations shall include three phases with dates and times recorded. These are:

- 9.2.6.1 Pre-report conference: The teacher and the report writer shall discuss the expectations of both parties with regard to the process of evaluation before report-related classroom observation takes place.
- 9.2.6.2 Observation: There shall be a series of classroom visits by the report writer. Dates and times of the observations shall be noted.
- 9.2.6.3 Observation Conferences: Throughout the process of observation there shall be post-observation conferences in which the findings of the report writer are discussed.
- 9.3 Remediation: The evaluator, in consultation with the teacher, shall develop a reasonable and effective remediation program to overcome any identified performance weaknesses. A reasonable time span shall be set out to allow for effecting changes to teaching performance through the remediation program.
- 9.4 Follow-up: This phase is a follow-up to the remediation phase, if any. Observations need not be as extensive as in the first observation phase should it be apparent that significant progress is taking place through the remediation program.
- 9.5 Draft Report: The evaluator shall review the draft report with the teacher. The report shall not include weaknesses of which the teacher had not previously been informed.
- 9.6 Final Report: No final report shall be filed until all aspects of the foregoing process have been completed. The Board invites teachers to submit, for inclusion in their file, responses to the formal evaluation along with supporting documents pertinent to the report.
- 9.7 At the request of a teacher-on-call, one or more single observation report(s) may be provided by the principal of a school to which the teacher-on-call is assigned, wherever practicable. The provisions of this article shall be observed.
- 9.8 District staff and Administrative Officers retain the right to evaluate when necessary, only after prior consultation with the Association.
- 9.9 Evaluation of teaching reports must be completed in the school year in which they are initiated.
- 9.10 Except as provided in, Article C.2, Procedures Where Dismissal Based on Performance, an “evaluation of teaching report” shall be initiated only:

- a) in the first year of a teacher's service in this district;
- b) at the teacher's request, or
- c) once every four years, or
- d) if there is reason to believe that the learning situation in the classroom may be less than satisfactory.

#### **ARTICLE E.10: NO DISCRIMINATION**

10.1 Every teacher is equal before this agreement and has the right to equal protection and equal benefit of the agreement without discrimination based on race, national or ethnic origin, colour, religion, sex, sexual orientation, age, marital status, physical disability, political affiliation, Teachers' Federation or Association activities, subject to the terms of this agreement and any applicable legislation.

#### **ARTICLE E.11: FALSELY ACCUSED EMPLOYEE ASSISTANCE**

11.1 Where an allegation(s) of child abuse or sexual misconduct is (are) made against a teacher and the Board has concluded that no just and reasonable cause exists to take disciplinary action arising from the allegation(s) then a teacher shall be provided assistance.

11.2 A teacher may request assistance to deal with the negative effects of the allegation(s). A plan of assistance for the teacher shall be implemented. The plan of assistance may include, but shall not be limited to:

11.2.1 a specified period of leave of absence with pay;

11.2.2 priority for transfer to any vacant position requested by the teacher; and

11.2.3 where requested by the teacher, provision of factual information to parents by the Board.

11.3 At the request of the teacher modifications to the plan shall be considered.

## **ARTICLE E.12: PERSONNEL FILES**

- 12.1 There shall be only one personnel file for each teacher maintained at the district office.
- 12.2 A copy of a teacher's personnel file kept at a school shall be made available to the teacher when the teacher leaves the school.
- 12.3 After receiving a request from a teacher, the Superintendent of Schools, in respect of the district file, or the Principal of the school, in respect of any school file, shall grant access to that teacher's file.
- 12.4 An appropriate Board official shall be present when a teacher reviews a file, and the teacher may be accompanied by the teacher's chosen representative.
- 12.5 Material which is factual and relevant to the employment of the teacher shall be maintained in personnel files. In the event that the appropriate Board official does not agree to the removal of specified material, the matter may be grieved.
- 12.6 Upon request, a teacher shall receive, within seven (7) days, a copy of items to be placed in the teacher's personnel file.
- 12.7 The teacher shall be informed when material is placed in the teacher's personnel file and a copy of the material given to the teacher.

## **ARTICLE E.13: SCHOOL ACT APPEALS**

- 13.1 Where a pupil and/or parent/guardian files an appeal under the *School Act, R.S.B.C. 1996, c.412 with amendments* (Section II) and Board By-law of a decision of an employee covered by this agreement, or in connection with or affecting such an employee,
  - 13.1.1 the employee and the Association shall immediately be notified of the appeal and shall be entitled to receive all documents relating to the appeal;
  - 13.1.2 the employee shall be entitled to attend any meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Association; and
  - 13.1.3 the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
- 13.2 No decision or by-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained

in this agreement, or deprive the employee of any right, benefit or process otherwise provided bylaw.

#### **ARTICLE E.14: PERSONNEL PRACTICES AND DUE PROCESS**

- 14.1 Where personnel practices are deemed contentious by either the Board or the Association, both parties will jointly ensure that the rights of individuals are protected. Personnel practices shall be followed so as to ensure that the basic human rights will include:
  - 14.1.1 The right to be informed, in writing, of any written allegations, and the grounds for them, and the name of the person making the allegations, made by a person about the teacher;
  - 14.1.2 The right to access information related to allegations or charges against them;
  - 14.1.3 The right to be free from any punitive action for having pursued basic human rights.

#### **ARTICLE E.15: WORKING RELATIONS COMMITTEE**

- 15.1 A Working Relations Committee consisting of equal numbers of representatives of the Association and the Board, shall be maintained.
- 15.2 The Working Relations Committee shall meet on a regular basis during the school year upon request of either party, to discuss working relationships within the district and advise parent groups, staff and the Board.
- 15.3 The chairing of meetings and the recording of minutes shall alternate between the Board and the Association representatives. Minutes shall be distributed to all Board and Association members, unless the parties agree otherwise.
- 15.4 The minutes of the meeting will be reported to the next Regular Meeting of the Board during the review of the Committee Reports. Recommendations from the Working Relations Committee will be presented for discussion and decision by the Board.
- 15.5 The Association, through its representatives on the Working Relations Committee, shall be advised of any amendments to policies affecting the conditions of employment of teachers, and shall be given an opportunity to provide input before any proposed changes are made.

- 15.6 If the Working Relations Committee is unable to resolve any differences arising out of this Section, then regular grievance procedures may be invoked by the Association or the Board.
- 15.7 In matters which neither party considers controversial, this agreement shall be implemented by direct communication between the teacher and the Secretary-Treasurer and/or the Superintendent of Schools.

**ARTICLE E.16: TEACHER AIDES/TEACHERS' ASSISTANTS**

- 16.1 Teacher aides/assistants shall work under the employment supervision of an Administrative Officer and under the immediate instructional supervision of a teacher.
- 16.2 Teacher aides/assistants shall not assume the instructional responsibility for designing the educational programs for students, but may assist the teacher by: -
  - 16.2.1 providing assistance to individual students and groups of students;
  - 16.2.2 monitoring students;
  - 16.2.3 maintaining student records;
  - 16.2.4 providing advice and guidance to students.
- 16.3 Teacher aides/assistants shall not assume instructional responsibility while the teacher is absent.
- 16.4 Teacher aides/assistants shall not be used to replace qualified teachers.
- 16.5 No teacher's assistant shall be placed in a class without prior consultation with the teacher.

**ARTICLE E.17: BEGINNING TEACHERS**

- 17.1 The Board and teaching staff will work together to ensure a positive teaching situation for beginning teachers by providing:
  - 17.1.1 a mentor's program
  - 17.1.2 a joint orientation and induction program.

**ARTICLE E.18: TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS**

- 18.1 When new school construction or major school renovations are planned in the school district, the Board shall include representatives of the school's staff in the planning process.

## **SECTION F: PROFESSIONAL DEVELOPMENT**

### **ARTICLE F.I: PROFESSIONAL DEVELOPMENT FUNDING AND CONTROL**

- 1.1 The Board and the Association shall administer a separate professional development fund for the purpose of promoting the professional development of teachers.
- 1.2 The Board's annual contribution to the fund during this agreement shall be .5% of the annual operating budget, and the Association's contribution shall be \$1500.00.
- 1.3 All professional development costs, including the costs of teachers-on-call for teachers granted professional development leave and the cost of meetings of the Professional Development Committee shall be charged against the professional development fund.
- 1.4 Funds not expended within the life of the contract shall be retained in the fund and shall be added to new funding.
- 1.5 The professional development fund, as established by the Board, shall be controlled and administered by the Professional Development Committee.
- 1.6 The Professional Development Committee shall be chaired by the Association's professional development chairperson and shall comprise:
  - 1.6.1 one rural representative
  - 1.6.2 the Superintendent or designate
  - 1.6.3 one teacher-elected representative from each school
  - 1.6.4 one administrative officer
  - 1.6.5 the Association's Professional Development Committee chairperson
  - 1.6.6 a teacher representative of the Curriculum Implementation Committee.
- 1.7 The Professional Development Committee shall adhere to the following principles:
  - 1.7.1 Teachers shall participate in professional development on a voluntary basis, except during non-instructional days.
  - 1.7.2 A needs assessment process shall be the starting point of a professional development program.

1.7.3 Opportunities for professional development activities shall be distributed as equitably as possible.

1.7.4 The professional development fund will not be required to finance curriculum implementation in the district.

## **ARTICLE F.2: NON-INSTRUCTIONAL DAYS**

2.1 All of the available non-instructional days as prescribed in the school calendar shall be used for teacher professional development activities. This requirement may be waived at the discretion of the Superintendent for one of the days.

2.2 Non-instructional days shall be considered as instructional days for salary purposes.

## **ARTICLE F.3: CURRICULUM IMPLEMENTATION**

3.1 The Board and the Association shall establish a joint committee, to be known as the Curriculum Implementation Committee, consisting of three (3) members named by the Association and three (3) representatives of the Board.

3.2 The Association and the Board shall each designate a spokesperson for this committee. These two designates shall collaboratively plan meeting venues, times and agendas.

3.3 At the first committee meeting of the school year a plan for the year shall be established, within the budget approved by the Board for curriculum implementation.

3.4 The Curriculum Implementation Committee shall make recommendations to the Board on all aspects of curriculum implementation in the district. These recommendations shall include:

3.4.1 the rate of introduction of the new curriculum;

3.4.2 the timing of the introduction of new curriculum;

3.4.3 the in-service activities needed to prepare teachers;

3.4.4 the materials which may be needed to introduce the courses; and

3.4.5 the funding of the implementation process.

- 3.5 The committee shall adhere to the following principles:
- 3.5.1 The teacher shall be recognized as the key agent of curriculum and/or instructional change.
  - 3.5.2 Criteria for measuring the success of the program or activity shall be reviewed by the committee prior to the process beginning.
  - 3.5.3 Necessary time is needed to provide clarity, address problems, evaluate, share and report, and plan collaboratively.
  - 3.5.4 Opportunities for professional development related to curriculum change shall be made available to teachers.

#### **ARTICLE F.4: PROFESSIONAL AUTONOMY**

Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practice, have the right to express ideas and use materials which are not in conflict with district programs.

#### **ARTICLE F.5: WOMEN’S STUDIES**

The Board and the Association agree to establish a committee to develop a women’s studies curriculum for use in the district’s schools.

#### **ARTICLE F.6: FIRST NATIONS CURRICULUM**

The Board and the Association agree to establish a committee to support and develop First Nations curricula in district schools. Every effort shall be made to include First Nations representatives on the committee.

## **SECTION G: LEAVES OF ABSENCE**

### **ARTICLE G.1: SICK LEAVE**

- 1.1 Sick leave with pay is earned at the rate of one and one-half days for each month in the service of the Board.
- 1.2 A minimum of fifteen days of sick leave shall be made available to each teacher at the beginning of the school year. If the teacher resigns before the end of the school year, any unearned, paid sick days shall be refunded to the Board.
- 1.3 A teacher who contracts a communicable childhood disease or infestation such as measles, mumps, chicken pox, and who has fewer than thirty accumulated sick leave days, shall not have days absent deducted from his or her sick leave, provided that the Superintendent of Schools, with the advice of the medical health officer, certifies that there are other cases of the disease or infestation in the school to which the teacher may have been exposed.
- 1.4 There is no maximum to the number of days of sick leave that may be accumulated.
- 1.5 Each teacher shall receive a monthly accounting of his or her accumulated sick leave as at August 31.
- 1.6 Teachers commencing employment with the Board 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.

### **ARTICLE G.2: MATERNITY LEAVE**

- 2.1 Maternity Leave
  - 2.1.1 An employee, on her written request to the Superintendent of Schools, supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work, without pay, for a period of 18 consecutive weeks or a shorter period the employee requests, commencing 11 weeks immediately before the estimated date of birth or a later time the employee requests.
  - 2.1.2 Regardless of the date of commencement of the leave of absence taken under Article G.2.1, the leave shall not end before the expiration of 6

weeks following the actual date of birth of the child unless the employee requests a shorter period.

- 2.1.3 A request for a shorter period under Article G.2.1.2 must be given in writing to the employer at least one week before the date that the employee indicates she intends to return to work and the employee must furnish the employer with a certificate of a medical practitioner stating that the employee is able to resume work.
  - 2.1.4 Where an employee gives birth or the pregnancy is terminated before a request for leave is made under Article G.2.1.1, the employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of 6 consecutive weeks, or a shorter period the employee requests, commencing on the specified date.
  - 2.1.5 Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of 6 consecutive weeks.
- 2.2 Employer May Require Employee to Take Leave

An employer may require an employee to commence a leave of absence under Article G.2.1 where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

2.3 Employment Deemed Continuous

The services of an employee who is absent from work in accordance with this part shall be considered continuous for the purpose of Sections 36, 37 and Part 6 (*Employment Standards Act*) and any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plan in the same manner as if the employee were not absent where

- 2.3.1 the employer pays the total cost of the plan, or
- 2.3.2 the employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the employer and the employee.



## 2.4 Reinstatement

2.4.1 An employee who resumes employment on the expiration of the leave of absence granted in accordance with this part shall be reinstated in all respects by the employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

2.4.2 Where the employer has suspended or discontinued operations during the leave of absence granted under this part and has not resumed operations on the expiry of the leave of absence, the employer shall, on resumption of operations and subject to seniority provisions in this agreement, comply with Article G.2.1.1.

## 2.5 Prohibition

2.5.1 An employer shall not:

2.5.1.1 terminate an employee, or

2.5.1.2 change a condition of employment of an employee without the employee's written consent

because of an absence authorized by this part or because of the employee's pregnancy, unless the employee has been absent for a period exceeding that permitted under this part.

2.5.2 The burden of proving that:

2.5.2.1 the termination of an employee, or

2.5.2.2 the change in a condition of employment of the employee without the employee's written consent is not because of an absence authorized by this part or because of an employee's pregnancy,

is on the employer.

## 2.6 Remedy Under this Part

Where an officer is satisfied that an employer has contravened this part, the officer may make one or more orders requiring the employer to do one or more of the following:

2.6.1 comply with this part;

- 2.6.2 remedy or cease doing an act;
  - 2.6.3 hire or reinstate a person and pay her any wages lost by reason of the contravention.
- 2.7 Supplemental Unemployment Benefit (SUB) Plan
- 2.7.1 When a teacher takes maternity leave to which she is entitled pursuant to the *Employment Standards Act*, the teacher will be paid
    - 2.7.1.1 75% of her normal weekly earnings for the first two weeks of the employee's maternity leave and where the teacher is eligible to receive EI maternity benefits,
    - 2.7.1.2 the difference between 75% of normal weekly earnings and the amount of EI maternity benefits received by the teacher for the following fifteen (15) weeks.
  - 2.7.2 The Board agrees to enter into the Supplemental Employment Benefit Plan (SUB) agreement required by the *Employment Insurance Act* in respect to such maternity leave payments as follows:
    - 2.7.2.1 employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan, and
    - 2.7.2.2 payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

**ARTICLE G.3: SHORT TERM, PATERNITY, ADOPTION AND LEGAL GUARDIANSHIP, PARENTHOOD, AND CARE OF DEPENDENT LEAVES**

- 3.1 Short Term Leave Notice of Return
  - 3.1.1 All teachers requesting short term leaves of absence shall notify their principal prior to requesting the required leave from the Superintendent.
  - 3.1.2 Upon the expiration of a short term leave, a teacher shall return to the assignment occupied prior to taking the leave of absence.

### 3.2 Paternity Leave

Upon the birth of a child a teacher may be granted paternity leave with pay up to a maximum of two days and up to a maximum of four days for a teacher assigned to the Kyuquot Elementary Secondary School.

### 3.3 Adoption and Legal Guardianship Leave

3.3.1 A teacher shall be granted a leave of absence with pay for up to five or up to seven days upon finalization of adoption or legal guardianship proceedings.

3.3.2 A teacher shall be granted leave of absence without pay, to a maximum of six consecutive weeks, upon the adoption of a child.

3.3.3 The services of a teacher who is absent from work in accordance with the above shall be considered unbroken and any pension, medical or other plan beneficial to the teacher, and the Board shall continue to make payment to the plan in the same manner as if the teacher were not absent where:

3.3.3.1 the Board pays the total cost of the plan; or

3.3.3.1 the teacher elects to continue to pay his/her share of the cost of a plan that is paid for jointly by the Board and the teacher.

### 3.4 Parenthood Leave - Short Term

3.4.1 A teacher shall be granted a leave of absence without pay for a stated period of time to care for a dependent child.

3.4.2 The sufficiency of the reason and the length of the leave shall be determined by the Board in consultation with the teacher concerned.

### 3.5 Parenthood Leave Without Pay

3.5.1 A teacher may be granted a parenthood leave without pay for one or two school years upon the expiry of maternity leave or adoption and legal guardianship leave.

3.5.2 A teacher wishing to take a parenthood leave without pay shall apply in writing to the Superintendent of Schools at least fifteen (15) prescribed school days prior to the expiry of maternity leave or adoption and legal guardianship leave so that the Board may notify the teacher of its decision within ten (10) prescribed school days.

- 3.5.3 A teacher granted parenthood leave is entitled to participate in medical and life benefits, with continued premium sharing. All premiums are to be paid in advance each year if the teacher elects to continue coverage during the period of leave.
  - 3.5.4 A teacher intending to return to the district from parenthood leave shall inform the Superintendent of Schools in writing by April 30 of the calendar year in which the teacher is due to resume teaching in respect to leave expiring June 30 of the same year.
  - 3.5.5 For a parenthood leave expiring at a date other than June 30, a teacher intending to return to the district shall inform the Superintendent of Schools at least twenty prescribed teaching days prior to the expiration of the leave.
  - 3.5.6 In emergency situations the Board may grant an early return to a teaching position within twenty prescribed school days of the date of application by the teacher.
  - 3.5.7 Failure to provide the required notice to the Superintendent of Schools may result in the Board filling the assignment and placing the teacher on the re-engagement list.
- 3.6 Care of Dependent Leave Without Pay
- 3.6.1 A teacher may be granted leave without pay for one school year to care for a dependent child in the case of an extended medical emergency and/or long- term chronic care.
  - 3.6.2 A teacher wishing to take a leave without pay for the care of a dependent child shall immediately apply in writing to the Superintendent of Schools so the Board may notify the teacher of its decision within five prescribed school days.
  - 3.6.3 A teacher granted a care of dependent leave is entitled to participate in medical and life benefits with continued premium sharing with the premiums paid in advance, if the teacher elects to continue coverage during the period of leave.

#### **ARTICLE G.4: JURY DUTY OR SUBPOENA**

- 4.1 A teacher shall be granted a leave of absence with pay for the time required to serve on a jury or when subpoenaed as a witness provided any fees or payments made to a teacher are remitted to the Board.

## **ARTICLE G.5: EDUCATIONAL LEAVE**

### 5.1 Educational Leave With Pay

5.1.1 Provided the Board has determined that funds are available, the Board may grant educational leave with pay to persons pursuing courses of studies designed to fulfill identified educational needs within the district.

5.1.2 A maximum of one teacher may be granted paid educational leave each year.

5.1.3 The period for which leave with pay is granted shall be counted for salary purposes as teaching service with the Board.

5.1.4 A teacher granted educational leave with pay shall be paid sixty percent of the teacher's salary for the period of time for which such leave is granted.

5.1.5 A teacher granted educational leave with pay is entitled to participate in all benefits with continued premium sharing and pension fund contributions.

5.1.6 The teacher shall agree to return to the service of the Board for a minimum of one year immediately following return from educational leave, and in the event of failing to do so, refund the amount, prorated according to the period of time of return, paid by the Board to the teacher during the period of such leave.

5.1.7 A Selection Committee comprised of two representatives each from the Board and the Association shall be responsible for the establishment of a list of criteria for selecting candidates for educational leave and recommending teachers for educational leave.

### 5.2 Study Leave

5.2.1 A teacher may be granted a leave of absence with pay for a maximum of five days for approved study provided the teacher has completed all necessary duties to the satisfaction of the Superintendent. The cost of the teacher-on-call shall be deducted from the teacher's salary.

5.2.2 In order to apply for study leave a written request shall be submitted to the Superintendent of Schools at least one month prior to the commencement of the leave.

### 5.3 Educational Leave Without Pay

- 5.3.1 A teacher may be granted educational leave without pay for one school year. A teacher granted such leave shall undertake to return and stay in the service of the Board for a period of not less than one school year.
- 5.3.2 Should a teacher fail to fulfill this undertaking the teacher shall refund the cost of any benefits paid by the Board while the teacher was on leave.
- 5.3.3 A teacher wishing to take educational leave without pay during the next school year must apply in writing to the Superintendent of Schools not later than April 30 of the current school year so the Board may notify the teacher of its decision by May 20 of the same year.
- 5.3.4 A teacher granted educational leave is entitled to participate in medical and life benefits with continued premium sharing and the teacher required to pay in advance.
- 5.3.5 A teacher intending to return to the district from educational leave shall inform the Superintendent of Schools in writing by April 30 of the calendar year in which the teacher is due to resume teaching.

### 5.4 Professional Development Leave

A Teacher shall be granted paid professional development leave for professional development activities approved by the Superintendent of Schools.

## **ARTICLE G.6: BEREAVEMENT AND CRITICAL ILLNESS LEAVE**

### 6.1 Bereavement Leave

- 6.1.1 A teacher shall be granted a leave of absence with pay for a maximum of seven days in the case of a death in the immediate family of a teacher.
- 6.1.2 Immediate family is defined as parent, spouse, (including common law spouse) brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchildren, legal guardian and legal ward.

### 6.2 Critical Illness Leave

- 6.2.1 A teacher shall be granted a leave of absence with pay for a maximum of five days in the initial event of a serious illness in the teacher's immediate family or when called by the attending physician to the bedside of an

immediate family member. Leaves will be charged to accumulated sick leave.

6.2.2 Immediate family is defined as parent, spouse, (including common law spouse) brother, sister, child, mother-in-law, father-in-law, grandparent, grandchildren, legal guardian and legal ward.

6.3 Requests for bereavement and critical illness leave shall be submitted to the school principal.

#### **ARTICLE G.7: DISCRETIONARY LEAVE**

7.1 A teacher, upon reasonable prior written notice, may take up to three full teaching days each school year, without loss of salary, to attend to personal business. Such leave shall not be taken to extend a vacation or to accompany a spouse on a business trip or for any commercial venture.

#### **ARTICLE G.8: ELECTED OFFICE AND COMMUNITY SERVICE**

8.1 A teacher shall be granted a discretionary leave of up to ten (10) days without pay but with the continuation of benefits when, as a candidate, he/she is contesting a municipal, regional, provincial or federal election. An additional short term leave of absence of up to ten (10) days shall be granted without pay.

8.2 A long term leave of absence shall be granted without pay or benefit(s) on request to a teacher should he/she be elected as a result of such a candidacy.

#### **ARTICLE G.9: DEFERRED SALARY LEAVE**

9.1 Deferred Salary Leave Plan

9.1.1 An eligible teacher, within the meaning of the Deferred Salary Leave Plan, shall be any teacher on a full-time continuing appointment having at least three years of service with the Board.

9.1.2 The Committee, within the meaning of the Deferred Salary Leave Plan, shall be comprised of one trustee, the Superintendent of Schools, the Secretary-Treasurer and three representatives of the Association.

9.1.3 The eligible investor, within the meaning of the Deferred Salary Leave Plan, shall be the Vancouver City Savings Credit Union, and further that

the method of investment shall be through the Vancouver City Savings Credit Union's Treasury Bill option.

- 9.1.4 The trust agreement, Schedule B attached hereto, between the Board and the eligible investor applies to the plan.
- 9.1.5 The fee agreement, Schedule C attached hereto, between the Board and the eligible investor applies to the plan, and further that fees required to be paid under such agreement shall be deducted from the individual participating teacher's account.
- 9.1.6 The provisions of the plan shall be amended so that the maximum allowable deferral period shall be six years.
- 9.1.7 A participating teacher shall sign a memorandum of agreement, Schedule D attached hereto, prior to any deferral of salary.
- 9.1.8 A participating teacher is entitled to continued benefits and premium sharing during the leave of absence.
- 9.1.9 A participating teacher shall pay the normal contributions required under the B.C. Teachers' Superannuation Plan during the deferral period based on the salary prior to deferral. There shall be no contributions required during the leave of absence.
- 9.1.10 A participating teacher shall not accumulate sick leave credits during the leave of absence.
- 9.1.11 Upon return from the leave of absence, a participating teacher will be assigned, if possible, to the same, and if not, to a similar position as that held prior to the leave of absence.
- 9.1.12 A teacher shall make written application to the Superintendent of Schools requesting permission to participate in the plan prior to March 31 of the calendar year in which the deferral period is to start.
- 9.1.13 Written acceptance or rejection of a teacher's request, with explanation, will be forwarded to the teacher by May 15 of the school year in which the request is made.
- 9.1.14 A participating teacher must return to the school district for at least one year upon completion of the leave of absence.
- 9.1.15 The plan may be amended with the agreement of the majority of the Committee, and only if such amendment does not impinge upon the Plan's

advance tax ruling from Revenue Canada. Amendments will be binding on all present and future participating teachers.

- 9.1.16 The plan may be terminated with the mutual agreement of both the Board and the Association, except that participating teachers at the time of the termination, will be permitted to complete the deferral period and leave of absence, if possible.
- 9.2 Return to Teaching
  - 9.2.1 A return to teaching shall coincide with the commencement of a term or semester. Exceptions are as noted above under Article G.3.
  - 9.2.2 While on long term leave, a teacher's assignment, for the purpose of executing Article C.1, shall be deemed to be that held prior to taking the long term leave.
  - 9.2.3 If the return of a teacher from leave to the school in which he/she last worked results in there being more teachers assigned to a school than there are assignments to be filled, that teacher may exercise his/her rights under Article C.1 to resolve the problem.

#### **ARTICLE G.10: PERSONAL LEAVE WITHOUT PAY**

- 10.1 After three years of teaching service in the district, a teacher may be granted personal leave without pay for any reason acceptable to the Board for one school year.
- 10.2 A teacher wishing to take personal leave without pay during the next school year must apply in writing to the Superintendent of Schools by April 30 of the current school year so the Board may notify the teacher of its decision by May 20 of the same year.
- 10.3 A teacher granted a personal leave is entitled to participate in medical life benefits, if the teacher pays 100% of the premiums in advance.
- 10.4 A teacher granted a personal leave without pay must notify the Superintendent of Schools in writing of their intention to return to the District by May 15 of the leave year. If such notification is not received, the teacher will be deemed to have resigned.

## **SECTION H: DEFINITION OF TERMS AND LETTERS OF UNDERSTANDING**

### **ARTICLE H.1: DEFINITIONS OF TERMS**

- 1.1 The term “Agreement” shall mean this entire collective agreement.
- 1.2 The term “Association” shall mean the Vancouver Island West Teachers’ Association.
- 1.3 The term “Board” shall mean the Board of Trustees, School District No. 84 (Vancouver Island West). It is understood that the Board delegates administrative functions to the Superintendent and other administrative staff
- 1.4 A “teacher” means a person holding a valid teaching certificate issued by the College of Teachers of British Columbia, and is appointed by the Board.
- 1.5 For the purpose of this Agreement “daily rate” shall mean 1/195th of the teacher’s annual salary.

## **LOCAL LETTERS OF UNDERSTANDING**

### **LOCAL LETTER OF UNDERSTANDING: BENEFIT PLAN CARRIERS**

THE BOARD AND THE ASSOCIATION AGREE:

That the Board may propose to change carriers of the Extended Health Care and Dental Plan carriers subject to the following:

1. Coverage in the new plan must be equal to or great than existing coverage.
2. The Association must agree to the change (after a review of all relevant documents).
3. The parties will discuss improving coverage if a switch in carriers would result in a substantial cost saving.

Dated in Gold River, in the Province of British Columbia, this 19<sup>th</sup> day of April 1993.

Duly signed for the Board and the Association:

Board of School Trustees  
Vancouver Island West  
School District No. 84

Vancouver Island West  
Teachers' Association

Robert Larsen (Chairman)

Linda Willis (President)

R.K. David (Superintendent)

Diane Sibley (Member)

**LOCAL LETTER OF UNDERSTANDING: PRESIDENT’S RELEASE**

THE BOARD AND THE ASSOCIATION AGREE:

That Article A.9.1 (President’s Release) is amended to read:

9.1 The Board hereby agrees to release the President of the Association from teaching duties for up to 1.0 FTE or 100% time.

Dated in Gold River, in the Province of British Columbia, this 5<sup>th</sup> day of December, 2000.

Duly signed for the Board and the Association:

Board of School Trustees  
Vancouver Island West  
School District No. 84

Vancouver Island West  
Teachers’ Association

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BCPSEA

BCTF

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# PROVINCIAL LETTERS OF UNDERSTANDING

## LETTER OF UNDERSTANDING 1

Between

**BRITISH COLUMBIA TEACHERS' FEDERATION**

And

**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, all changes up to September 1, 2002.
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<b>Appendix 1</b> <b>PROVINCIAL MATTERS</b>
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**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*

<p style="text-align: center;"><b>Appendix 2</b> <b>LOCAL MATTERS</b></p>
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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 and Teacher Assistants*

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: April 23, 1997 (Amended September 1, 2002)

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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 2

Between

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

And

**BRITISH COLUMBIA TEACHERS' FEDERATION**

Concerning

### **Implementation of Article E.2 (Harassment/Sexual Harassment)**

The parties hereby agree to the following terms and conditions with regard to the implementation of Article E.2 of the collective agreement:

1. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
  - a. Step One of the Resolution Process in Article E.2 shall be solely an attempt to mediate the complaint;
  - b. Any and all discussions at Step One shall be completely off the record and will not form part of any record;
  - c. Only the complainant, respondent, and administrative officer shall be present at Step One meetings;
  - d. No discipline of any kind would be imposed on the respondent; and
  - e. The BCTF and its Locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at Step One.
2. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of #1 above, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.
3. In the circumstances where a respondent has acknowledged responsibility pursuant to #2 above, the employer may advise a respondent of the expectations of 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.
4. The form of a complaint at Step Two 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.

Dated this 14th day of March 1997.

Original signed by  
"Alice McQuade"

Original signed by  
"Sherida Harris"

**LETTER OF UNDERSTANDING 3**

Between

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

And

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re SCHOOL DISTRICT HOUSING — LOCAL JOINT COMMITTEES**

1. In districts where the employer provides or subsidizes housing for employees, the local union and the employer shall establish and maintain a joint committee to address issues related to school district housing. The joint committee shall have two (2) representatives each from the local and the district. The joint committee will be co-chaired by a representative from the local and a representative of the district.
2. The committee shall meet twice a year, or more frequently, as determined by the local parties, to consider any and all matters raised by either party with respect to school district housing. Meetings shall be scheduled by mutual agreement of the local parties.
3. The joint committee shall refer matters that have not been resolved at the local level to the provincial parties who shall meet within five (5) working days of such referral.
4. The provincial parties shall issue recommendations for settlement to the local parties within a further thirty (30) working days of the meeting held pursuant to 3 above.
5. This Letter of Understanding shall remain in effect through the term of this Collective Agreement and any bridging period.

Dated November 22, 2001

For the BCTF:  
"I.Lanzinger"

For the BCPSEA:  
"J. R. Davis"

**LETTER OF INTENT No. 1**

Between

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

And

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re BCTF/BCPSEA SCHOOL DISTRICT HOUSING — PROVINCIAL COMMITTEE**

1. The parties agree to establish a BCTF/BCPSEA School District Housing Committee to review all issues related to school district housing. The committee shall have two (2) representatives each from BCTF and BCPSEA. The parties shall invite government representative(s) from appropriate Ministries.
2. The committee will be co-chaired by a representative of the BCTF and a representative of BCPSEA.
3. The School District Housing Committee will convene no later than two (2) months after the date of ratification by both parties and will complete a report on housing issues no later than four (4) months after its first meeting.
4. The School District Housing Committee shall review reports and data available from local joint committees. It may hear presentations and gather information from whatever source it believes may assist it in developing its report. It shall make recommendations regarding school district housing issues to appropriate government Ministries and staff and/or districts and locals.

Dated November 22, 2001

For the BCTF:  
"I. Lanzinger"

For the BCPSEA:  
"J. R. Davis"

# INDEX