

PROVINCIAL COLLECTIVE AGREEMENT

BETWEEN

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION /
THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 33
(CHILLIWACK)**

(The "Employer")

AND

**BRITISH COLUMBIA TEACHERS' FEDERATION
THE CHILLIWACK TEACHERS' ASSOCIATION**

(The "Local")

AS IT APPLIES IN S.D. #33 (Chilliwack)

Effective 2006 July 1 to 2011 June 30

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

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SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

PREAMBLE

1. Both parties declare that the primary purpose is to provide the highest quality education and the best possible educational opportunities to all students in School District No. 33 (Chilliwack). Both parties believe that a positive harmonious relationship and settled conditions between them will facilitate the realization of this purpose. To that end the Board and the CTA agree to work cooperatively within this Agreement to ensure fair treatment through consistent application of personnel practices, due process and consultation. Both parties will endeavour to recognize their responsibilities and obligations to each other.
2. This Agreement is made pursuant to and governed by the *School Act*, the *Labour Relations Code* and the *Public Education Labour Relations Act*. In the event of conflict between this Agreement and those acts and regulations, the legislation shall apply.

ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

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

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2006 to June 30, 2011. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
2. In the event that a new Collective Agreement is not in place by June 30, 2011 the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified in accordance with this Collective Agreement.
4. a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.

- b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
 - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
- 5.
- a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
 - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.
 - c.
 - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
 - ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

ARTICLE A.2 RECOGNITION OF THE UNION

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2. Pursuant to *PELRA*, the Chilliwack School Board recognizes Chilliwack Teachers Association [C.T.A.] as the teachers' union for the negotiation in Chilliwack of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

ARTICLE A.3 MEMBERSHIP REQUIREMENT

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

ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION

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

LOCAL PROVISIONS:

6. Fees and dues will be forwarded separately to the appropriate organization no later than the fifteenth (15th) day of the month following the one in which the deduction was made.

ARTICLE A.5 COMMITTEE MEMBERSHIP

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

ARTICLE A.6 GRIEVANCE PROCEDURE

1. Preamble

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

Steps in Grievance Procedure

2. Step One

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

3. Step Two

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

4. Step Three

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

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

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

5. Omitting Steps

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

6. Referral to Arbitration: Local Matters

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

7. Referral to Arbitration: Provincial Matters

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

8. Arbitration (Conduct of)

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

- ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
- iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.
- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

9. General

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

ARTICLE A.7 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

- 1. The employer shall grant a leave of absence without pay to an employee designated by the BCTF for the purpose of preparing for, participating in or conducting negotiations as a member of the provincial bargaining team of the BCTF.
- 2. To facilitate the administration of this clause, when leave without pay is granted, the employer shall maintain salary and benefits for the employee and the BCTF shall reimburse the employer for the salary costs.

3. Any other leaves of absence granted for provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the employer for the salary costs of any teacher employed to replace a teacher granted leave.
4. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

ARTICLE A.8 LEGISLATIVE CHANGE

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

ARTICLE A.20 PRESIDENT'S RELEASE

1. The Board shall release the President or Acting President of the CTA from teaching duties for up to one hundred percent (100%) of his/her time.
2. The CTA shall advise the Superintendent on or before May 31st the name of the President for the following year and the percentage of time to be released.
3. The Board shall continue to pay the President his/her salary and to provide benefits as specified in this Agreement. The CTA shall reimburse the Board for such salary and benefit costs within fifteen (15) days of receipt of a monthly statement.
4. For purposes of pension, experience, sick leave and seniority, the President shall be deemed to be in the 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.

5. The teacher returning to teaching duties from a term or terms as President shall be assigned to the position held prior to the release, however his/her assignment may not be identical to his/her previous assignment.

ARTICLE A.21 RELEASE TIME FOR CTA BUSINESS

1. CTA Business

- a. An employee covered by this Agreement shall be entitled to release time from instructional duties to carry out CTA, BCTF or BC College of Teachers' business.
- b. Such release time from duties shall be granted without loss of pay subject to the Board being reimbursed for the cost of the Teacher On Call.
- c. Teachers requesting such leave shall when possible provide the Superintendent with five (5) days notice of the intended absence.
- d. An employee covered by this Agreement who is a member of the Executive Committee, Representative Assembly, a committee or task force of either the BCTF, the CTA, the BC College of Teachers or appointed an official representative or delegate of the CTA or BCTF, or who is a CTA staff representative, shall be entitled to release time to a maximum of fifteen (15) days per school year, to carry out the duties involved. Additional days shall not unreasonably be denied.
- e. The number of teachers to be released on any single day shall be determined by the Superintendent or designate in consultation with the CTA. The number of teachers to be released shall be governed by the availability and suitability of Teachers On Call.

2. Secondment Leave

- a. Leave for secondment to educational organizations such as the BC College of Teachers, BCTF and the Ministry of Education shall be granted for a term mutually agreed upon with the Superintendent. Such leave shall not be unreasonably denied.
- b. Conditions of secondment shall be consistent with Article G.30 Extensive Leave with the exception that the leave period shall be credited for experience and seniority, and wherever possible the employee shall be assigned to a position comparable to that previously held.

ARTICLE A.22 LEAVE FOR CONTRACT NEGOTIATION AND ADMINISTRATION (LOCAL)

1. Release time without loss of pay shall be provided for the CTA Bargaining Committee (up to a maximum of five members) for the purpose of meeting with the Board Negotiating Committee. The CTA and the Board agree to the principle that one-half of the negotiating sessions shall be outside instructional hours.
2. Where an employee is reasonably required to attend proceedings in connection with the interpretation or application of this Agreement, the Board shall grant leave without loss of pay.
3. Such leave for negotiations, grievance or arbitration procedures shall be in addition to any other CTA Business Leave in Article A.21.
4. Wherever practicable grievance and arbitration proceedings shall be conducted outside of school hours.

ARTICLE A.23 SCHOOL STAFF REPS

1. The CTA school staff representative, or designate, shall have the right:
 - a. Upon the request of the teacher in question and notification to the CTA and Administrative Officer, to be relieved of instructional duties with no loss of pay to be present at meetings between an Administrative Officer and a teacher. A teacher's right to be accompanied in a meeting shall not be unreasonably denied.
 - b. To be relieved of instructional duties with no loss of pay to participate in a grievance or arbitration procedure. Wherever possible, such activities will be conducted outside of teaching duty hours.
2. The Board recognizes the right of the CTA school staff representative, or designate, to convene meetings of the school teaching staff to conduct CTA business at such times so as not to disrupt normal school operations.
3. The CTA shall inform the Superintendent of the staff representative elected in each school.

ARTICLE A.24 ACCESS TO AND USE OF SCHOOL FACILITIES

The CTA shall have the right to have access to and to make reasonable use of school facilities and equipment. Arrangements for use shall be in accordance with procedures in place for use of the facility or equipment required.

ARTICLE A.25 BULLETIN BOARDS

The CTA shall have the right to post notice of activities and CTA concerns on staff room bulletin boards in each school.

ARTICLE A.26 INTERNAL MAIL

The CTA may make reasonable use of inter-school mail service.

ARTICLE A.27 SCHOOL STAFF COMMITTEES

1. The Board and the CTA encourage each school to develop committees to foster communication and collegiality among teachers and Administrative Officers through discussion of issues relevant to the teaching staff.
2. Each school has the right to establish a recognized staff committee.
3. Staff committee size, quorum and membership shall be determined by the staff.
4. Proposals made by school staff committees shall be considered by the school administration.
5. Should the school administration choose not to implement a proposal of the staff committee, the school administration will, when requested, advise the staff committee of the reasons. The administration's response is not subject to the grievance/arbitration process.

ARTICLE A.28 ACCESS TO INFORMATION

1. Upon request, the CTA shall be provided with information concerning the operation and management of the School District subject to the approval of the Superintendent and/or Secretary-Treasurer. Such requests shall not be unreasonably denied. Such information may include, but not be limited to:
 - a. Public financial information
 - b. Teacher employment data
 - c. Notification of job postings, transfers, hirings and suspensions
 - d. Public Board meeting agendas and minutes
 - e. Information that may be used in negotiations and processing grievances.

ARTICLE A.29 PICKET LINE PROTECTION

1. All employees covered under this Agreement have the right to refuse to work behind or cross a picket line as defined by the *Labour Relations Code*.
2. Failure to cross such a picket line shall not be considered a violation of this Agreement nor shall it be cause for disciplinary action by the Board.
3. Any employee failing to report to work under this Article shall be considered to be absent without pay.
4. The Board agrees that it shall not require teachers to perform duties or work normally performed by employees engaged in a legal strike or lockout or require teachers to direct pupils to carry out such duties.
5. During a lockout or strike, teachers shall not be required to work with persons not covered by this Collective Agreement, other than management, who attempt to perform any of the duties which would normally be performed by employees on strike or locked out.

ARTICLE A.30 COPIES OF AGREEMENT

The Board shall provide every CTA member with a copy of the complete Collective Agreement. The physical format of the Agreement shall be determined by the Board.

ARTICLE A.31 STAFF ORIENTATION

1. The CTA and Board recognize the value of providing teachers new to the school district an opportunity to become knowledgeable about district procedures and expectations. The responsibility for an orientation program rests with the Board. Attendance at orientation shall be voluntary.
2. The Board will, if requested, provide the CTA with reasonable time to provide information related to the CTA during an orientation program.

ARTICLE A.32 EXPEDITED ARBITRATION

1. Any local matters grievance that has exhausted the Grievance procedure and has not been referred to arbitration may be referred to expedited arbitration by the party originating the grievance, the Employer or Local where applicable, except: policy or general grievances

2. Any provincial matters grievance that has exhausted the Grievance procedure and has not been referred to arbitration may be referred to expedited arbitration by the party originating the grievance, the BCTF or BCPSEA where applicable, except the following:
 - a. dismissals,
 - b. suspensions in excess of 20 days,

By mutual agreement a grievance falling into these categories may be referred to expedited arbitration.

3. A single arbitrator shall be selected from the list below. Unless the parties agree otherwise and subject to 4 below, the arbitrator shall be selected on a rotational basis. Nothing shall prevent the parties from mutually agreeing to an arbitrator that is not included on the list.
4. Within 20 teaching days of the grievance being referred to expedited arbitration, the arbitrator shall hear the grievance and shall render a decision within five days. If no arbitrator from the list is available within 20 teaching days, the first available arbitrator from the list shall be selected.
5. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision. Expedited arbitration decisions shall be of no precedential value and shall not thereafter be referred to by the parties in respect to any other matter.
6. The parties shall share equally the costs of fees and expenses of the arbitrator.
7. The list of arbitrators to be selected shall be:
 - a. Emily Burke
 - b. Robert Deibolt
 - c. John Hall
 - d. John Kinzie
 - e. Wayne Moore
 - f. Bob Pekeles
 - g. John Steeves
 - h. Christopher Sullivan
 - i. Colin Taylor

ARTICLE A.33 SECTION 112

1. Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement an arbitrator from the list pursuant to Article A.32.7, or a substitute agreed to by the parties, shall at the request of either party:
 - a. investigate the difference;
 - b. define the issue in the difference; and
 - c. make written recommendations to resolve the difference within five(5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.
 - d. the parties may, by mutual Agreement submit any dispute under this article to binding resolution by a process of mediation/arbitration.

ARTICLE A.34 EXCLUSIONS

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the CTA.
2. Should the board plan to create any new excluded position requiring a teaching certificate, the Board shall provide the Association with a written job description of the new position.

ARTICLE A.35 TEACHER ASSISTANTS

1. The Board may employ persons other than teachers to assist teachers in carrying out their responsibilities and duties under the *School Act* and Regulations. Teachers' Assistants shall be under the direct instructional supervision of teachers.
2. Teachers' Assistants shall not assume at any time the direct instructional responsibility for providing educational programs to students or groups of students and shall not perform any of the duties of teachers but may assist teachers in the performance of the teachers' duties.
3. For the purposes of this article, the term "teacher" includes an administrative officer while performing teaching duties during the administrative officer's assigned instructional time.

ARTICLE A.36 NO CONTRACTING OUT

All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed by members of the bargaining unit. The Board shall not contract out educational services of a type and kind that would normally and regularly be performed by a teacher, except with the approval of the CTA.

ARTICLE A.37 EMPLOYEE DONATIONS

1. As long as the Board retains its status under the *Societies Act* for the purpose of issuing Income Tax Receipts for donations to the school district:
 - a. Any donation by a teacher to the District becomes the property of School District No. 33 (Chilliwack). Donations must be pre-approved by the appropriate Board official.
 - b. All donations by a teacher to the District will be verified on the appropriate form. A receipt that indicates the value of the donation is to be initialed by the appropriate Board official and attached to the form.
 - c. A receipt will be issued for Income Tax purposes when a teacher presents the Employee Donation Form to the Board.

SECTION B SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 SALARY

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

LOCAL PROVISIONS:

5. The basic salary scale shall be that set out in Article B.1.6 through B.1.10 below.

6. **Teachers Grid Effective July 1, 2006:**

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

7. **Teachers Grid Effective July 1, 2007:**

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

8. **Teachers Grid Effective July 1, 2008:**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 40,939	\$ 43,911	\$ 47,152	\$ 48,291
1	\$ 42,920	\$ 46,425	\$ 49,832	\$ 51,029
2	\$ 44,900	\$ 48,938	\$ 52,512	\$ 53,767
3	\$ 46,881	\$ 51,452	\$ 55,191	\$ 56,505
4	\$ 48,861	\$ 53,965	\$ 57,871	\$ 59,243
5	\$ 50,842	\$ 56,479	\$ 60,551	\$ 61,982
6	\$ 52,822	\$ 58,992	\$ 63,230	\$ 64,720
7	\$ 54,803	\$ 61,506	\$ 65,910	\$ 67,458
8	\$ 56,783	\$ 64,019	\$ 68,590	\$ 70,196
9	\$ 58,764	\$ 66,532	\$ 71,270	\$ 72,934
10	\$ 62,567	\$ 71,117	\$ 76,168	\$ 77,942
Benefit From Letter of Understanding No. 11 – 2008 Salary Harmonization:				
2.5% increase:	\$ 60,744	\$ 69,046	\$ 73,949	\$ 75,672
Harmonization:	\$ 62,567	\$ 71,117	\$ 76,168	\$ 77,942
Harmonization %	3.00%	3.00%	3.00%	3.00%

9. **Teachers Grid Effective July 1, 2009:**

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

10. **Teachers Grid Effective July 1, 2010:**

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

ARTICLE B.2 TEACHER ON CALL PAY AND BENEFITS

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

6. Rate of Pay:

- a. Employees who are employed as teachers on call shall be paid the rate specified below for each full day worked for the first three (3) days. Any provision in the Previous Collective Agreement which provides a superior daily rate shall remain part of the Collective Agreement. [See Article B.2.7 for Category 5+ and 6 Teachers On Call.]
- | | | |
|------|------------------------|----------|
| i. | Effective July 1, 2006 | \$194.75 |
| ii. | Effective July 1, 2007 | \$199.60 |
| iii. | Effective July 1, 2008 | \$204.60 |
| iv. | Effective July 1, 2009 | \$209.70 |
| v. | Effective July 1, 2010 | \$213.90 |
- b. On the fourth consecutive and subsequent consecutive days worked in an assignment or assignments, a teacher on call shall be paid 1/189 of his/her category classification and experience or at Category 4 Step 0, which ever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day worked.

LOCAL PROVISIONS:

7. For the first three (3) days of service in any assignment(s), Teachers On Call holding valid B.C. teaching certificates shall be paid a daily rate of 1/225th of the scale at Step 0 of the Teachers' On Call Category placement. [This shall apply to Category 5+ and 6 Teachers On Call pursuant to B.2.6.a.]
8. Non Instructional Days:
- Non-instructional days occurring during an assignment shall count as a day of work for purposes of determining consecutive days in Article B.2.6.b and, if requested by the Administrative Officer to attend, shall be paid.
9. Call-Out:
- A Teacher On Call reporting to work when called shall receive a minimum of one-half (1/2) day's pay. Such a teacher shall provide one-half (1/2) day's service.
10. Continuous Assignment:
- In the event that a Teacher On Call assignment is interrupted by the return of a teacher, who after one (1) day is absent again for the same reason as the original absence, the Board will endeavour to assign the Teacher On Call to that position and the assignment shall proceed as if it were uninterrupted.
11. Teachers On Call shall only be entitled to the provisions of this Article and those listed below:
A.1, A.2, A.3, A.4, A.5, A.6, A.20, A.29, A.30, A.31, B.1, B.2, B.7, B.11, B.20, B.22, B.23, B.24, B.26, B.30, C.21, C.22, C.25, D.24, D.27, D.33, E.1, E.2, E.20, E.23, E.24, E.25, F.20, F.22.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

PCA Article B.3 is not applicable in School District No. 33 (Chilliwack).

ARTICLE B.4 EI REBATE

1. The employer shall remit monthly to the BCTF Salary Indemnity Fund the proportionate share of the employment insurance premium reduction set out in the Previous Local Agreement. Where the proportionate share is not expressed in the Previous Local Agreement, the employer shall remit monthly to the BCTF Salary Indemnity Fund an amount consistent with the past practice of the local parties. The amount remitted on behalf of any employee shall not be less than 5/12 of said reduction.

[Past practice is for the Board to remit no later than the 15th day of the month following the one in which the deduction was made.]

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

ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN

1. In this Article:
 - a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
 - b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.

6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
 - a. between September 1 and September 30 or December 15 and January 15 in any school year;
 - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

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

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

PCA Article B.8.1 to B.8.10 is not applicable in School District No. 33 (Chilliwack). See Article B.8.11 below.

LOCAL PROVISIONS:

11. Employees electing to participate in the Payroll Savings Plan shall
 - a. be on a continuing appointment or a temporary contract of not less than six months,
 - b. notify the Board in writing by the September 8th or January 8th that they wish to participate in the Payroll Savings Plan,
 - c. may not withdraw or suspend deductions unless they have resigned from the district or been granted a leave for the remainder of the school year or have been terminated for cause, and

- d. notify the Board in writing by June 30th if they do not wish to continue in the Payroll Savings Plan the following year.
12. Those employees electing to participate in the Payroll Savings Plan shall receive their annual salary as follows
- a. For September to June:
 - i. Those beginning the savings plan in September shall be paid in ten (10) monthly instalments with a mid-month advance of approximately 50% of their monthly net pay including a monthly deduction for the payroll savings plan that shall be 12% of their gross monthly salary.
 - ii. Those beginning the savings plan in January shall be paid in six (6) monthly instalments with a mid-month advance of approximately 50% of their monthly net pay including a monthly deduction for the payroll savings plan that shall be 12% of their gross monthly salary.
 - iii. On the date of the month-end payment, that 12% of gross monthly salary is paid into the Payroll Savings Plan.
 - iv. Interest is calculated on the monies in the Payroll Savings Plan as follows: Average monthly interest rate that the Board receives from its bank multiplied by the average monthly balance in the Plan.
 - b. For July and August:
 - i. Interest to June 30th is calculated on the plan and added to the individual employee's accumulation in the Payroll Savings Plan.
 - ii. The amount calculated under Article B.8.12.b.i is divided into four (4) and transferred into the employee's bank account on July 15, July 31, August 15 and August 31. Notice of such calculation shall be included with the regular pay slip for June 30th.
13. A mid-month advance under Article B.8.12.a shall be paid on the 15th of the month and the balance shall be paid on the last banking day of the month (when the Board's bank is open).

ARTICLE B.9 PAY PERIODS

PCA Article B.9.1 to B.9.3 is not applicable in School District No. 33 (Chilliwack). See Article B.9.4 below.

LOCAL PROVISIONS:

4. CTA Members shall be paid in ten (10) monthly instalments with a mid-month advance of approximately 50% of their monthly net pay; unless the employee wishes to participate in the Payroll Savings Plan [See Article B.8.11].
5. A mid-month advance under Article B.9.4 shall be paid on the 15th of the month and the balance shall be paid on the last banking day of the month (when the Board's bank is open).

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

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

Effective July 1, 2006 – 47 cents/kilometer
Effective July 1, 2007 – 48 cents/kilometer
Effective July 1, 2008 – 49 cents/kilometer
Effective July 1, 2009 – 50 cents/kilometer
2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use his/her personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.

PCA Article B.10.4 and B.10.5 is not applicable in School District No. 33 (Chilliwack).

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

ARTICLE B.11 BENEFITS

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

LOCAL PROVISIONS:

2. General

- a. The Board shall provide each employee a publication with current information on benefits and an application or enrolment form for participation in the medical, dental, extended health, group life insurance and pension plans.
- b. The Board and the CTA may assist employees in obtaining required benefits from the various benefit plans.
- c. The Board shall advise all eligible employees covered under this Agreement that they must contribute to the Teachers' Pension Plan (or Municipal Pension Plan if the employee is not eligible for enrolment in the Teachers' Pension Plan). The Board shall ensure that the appropriate deductions are made and remitted to the Pension Corporation.
- d. MSP, dental and pension coverage shall be available from the starting date of employment.
- e. Benefit coverage shall be extended to the end of the next month for which premiums are deducted.

3. Medical Services Plan:

The Board shall pay eighty percent (80%) of the premium cost of the Medical Services Plan offered by the Medical Services Commission of British Columbia.

4. Extended Health Benefit Plan:

The Board shall pay eighty percent (80%) of the premium cost of the Extended Health Benefit Plan offered by the Pacific Blue Cross of British Columbia. The Extended Health Benefit Plan shall include Vision and Audio Care.

5. Group Life Insurance Plan:

The Board shall pay eighty percent (80%) of the premium cost of the BCTF/BCSTA improved Group Insurance Plan. Participation in the plan shall be compulsory for all teachers except those on staff prior to January 1, 1973.

6. Dental Plan:

The Board shall pay eighty percent (80%) of the premium cost of a mutually agreed upon Dental Plan which shall include a lifetime limit of \$2,500 in Plan C benefits. Participation in the Plan is compulsory for all employees of fifty percent (50%) or more status (subject to the eligibility requirements of the Dental Plan).

7. Employee and Family Assistance Program:

The CTA shall appoint three (3) representatives to the Joint Advisory Committee overseeing the Employee and Family Assistance Program.

8. Continuation of Benefits:

a. Benefits - Board's share paid

The Board's share of the employee benefit premiums shall be continued during the following:

- i. sick leave
- ii. short term maternity leave
- iii. WCB coverage for a period of one (1) year.

b. Benefits - Employee paid

The Board shall continue employee benefits providing the employee pays the total premiums during the following:

- i. extended maternity leave
- ii. educational leave
- iii. lay-off subject to recall
- iv. salary indemnity plan
- v. WCB leave after one (1) year
- vi. other approved leave
- vii. Retirement Bonus.

9. BCTF Optional Term Life Insurance Plan

The Board shall deduct and remit the monthly premium from the pay of those association members who elect to participate in the BCTF Term Life Insurance Plan.

ARTICLE B.12 CATEGORY 5+ [EFFECTIVE SEPTEMBER 1, 2007]

1. Eligibility for Category 5+
 - a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;
 - i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.
 - ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.
 - iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.
 - b. Post undergraduate diplomas agreed to by the TQS; or
 - c. Other courses or training recognized by the TQS.
2. Criteria for Category 5+
 - a. The eligibility requirements pursuant to B.12.1 must not have been used to obtain Category 5.
3. Salary Rate Calculation
 - a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6.
 - b. Where the salary rate for Category 5+ as at March 31, 2006 exceeds seventy-four percent (74%) of the difference between Category 5 and Category 6 as at April 1, 2006, the salary rate for Category 5+ as at March 31, 2006 shall remain.
 - c. Where the salary rate calculated pursuant to B.12.3.a exceeds the salary rate calculated pursuant to Letter of Understanding No. 11, the salary rate calculated pursuant to B.12.3.a shall be implemented.
4. Application for Category 5+
 - a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to B.12.1 and B.12.2 and the assignment of employees to Category 5+.
 - b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to B.12.1 and B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

Transition Process

Note 1:

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

Note 2:

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

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

ARTICLE B.20 RETIREMENT BONUS

1. The Board shall pay a retirement bonus to an employee who is at least 55 years old and who has ten (10) or more years of service with the Board. Employees applying for the retirement bonus shall do so by November 1 with a resignation date effective December 31 of any year if their application is accepted.
2. The Bonus shall be twenty percent (20%) of one year's salary payable at the direction of the teacher no later than the end of the taxation year next following.
3. At the employee's cost, the Board shall continue to make available to retired employees who qualify under Article B.20.1, and their surviving spouses, if any, until age 65, medical, extended health, dental, and group life insurance coverage. Where similar coverage is provided by a pension plan, the retired employees, and surviving spouses, if any, may choose one plan, but may not enrol in two.
4. A maximum of eight (8) teachers will be eligible in any one year. If more than eight teachers apply, the eight teachers with the greatest district seniority shall receive the bonus.
5. Should the Board elect to replace a teacher resigning under Article B.20.1, then the Board may fill the position through a temporary appointment for the remainder of the year. With regard to filling the vacancy created by such a mid-year retirement, the CTA waives the provision for immediately filling, as per Article E.20.9.a.

ARTICLE B.21 CATEGORY 5 + 30 CREDITS

[Effective September 1, 2007, Article B.21 is replaced by Provincial Article B.12. See also Letter of Understanding No. 14 for additional transition provisions.]

Teachers who have completed a Diploma Program or other 30 credits (equivalent to UBC) above category 5 which are approved by the Superintendent, qualify for an annual bonus. The bonus shall be calculated as follows: seventy percent (70%) of the difference between Category 5, Level 5, and Category 6, Level 5. Criteria for approval includes pre-approval of courses of study and course concentration in an area of pedagogy.

ARTICLE B.22 PLACEMENT ON SCALE BY CERTIFICATION

Except as otherwise provided by this Agreement, the placement of each teacher upon the basic scale shall be in accordance with certification as determined by the Teacher Qualification Service.

ARTICLE B.23 RECLASSIFICATION OF CERTIFICATION

Reclassification of a teacher and any resulting salary increase will be effected upon written receipt of confirmation of Teacher Qualification Service category. The salary change shall correspond with the effective date of the Teacher Qualification Service classification. In the case of Article B.21 the teacher shall produce documentary evidence to the Superintendent.

ARTICLE B.24 TEACHING EXPERIENCE CREDIT

1. Recognition of previous teaching experience shall be dependent upon the teacher producing documentary evidence substantiating that experience and shall be based upon the following:
 - a. The Superintendent is to assess teachers' previous experience for salary purposes. All experience is to be verified in writing.
 - b. Full credit will be allowed upon initial appointment for teaching experience in all government inspected public schools in Canada, the Commonwealth, the United States of America, and any other country in which the experience is deemed by the Superintendent to be the equivalent of that of a teacher in a British Columbia Public School.

Years of actual teaching experience may be recognized for other teaching service provided that the experience is deemed by the Superintendent to be equivalent to that of a teacher in the British Columbia Public School System.
 - c. Each ten (10) months of experience is equivalent to one (1) school year. At the time of assessment any balance of eight (8) months will be recognized as one (1) year for experience credit.

- d. Periods of part time teaching and short term appointments may be added together for accumulation of years of experience credit.
- e. Teachers with journeyman qualifications in their areas of instruction may, on appointment, be allowed one (1) year's increment for each two (2) year's of experience, up to a maximum of four (4) extra increments, providing they do not exceed the maximum of their Certificate categories.
- f. Experience credit shall be earned for:
 - i. Secondment to the Association, the British Columbia Teachers' Federation, or the Canadian Teachers' Federation [A.21.2].
 - ii. Secondment to the Ministry of Education [A.21.2].
 - iii. Secondment to a recognized university or college [A.21.2].
 - iv. Secondment to the BC College of Teachers [A.21.2].
 - v. Service with Canadian Universities Service Overseas or the Canadian International Development Agency while on approved leave of absence from the District [A.21.2].
 - vi. Absence while on a paid leave of absence under Article C.21.4.
 - vii. Absence while on approved educational leave [G.25].
 - viii. Absence while on sick leave under Article G.20.
 - ix. Absence while on Workers' Compensation Board leave under Article G.12.
 - x. Absence while on short term Maternity Leave under Article G.21.1.

ARTICLE B.25 INCREMENT ENTITLEMENT

- 1. Increment entitlement while appointed to this District shall be in accordance with the following criteria:
 - a. Increments according to the salary schedule shall be paid commencing September 1st or January 1st in each year, depending on the teacher's initial appointment date.
 - b. Increments of not more than one (1) year shall be granted to a teacher for sick leave or for leave-of-absence from this District for professional growth.
 - c. Part-time teachers appointed for the full school year qualify for experience credit proportionate to the time they are employed.

ARTICLE B.26 NO REDUCTION

No teacher shall suffer a reduction in basic salary as stated in Section B because of the coming into effect of this Agreement.

ARTICLE B.27 TEACHER IN CHARGE

1. In the event that all Administrative Officers assigned to the school are absent, a teacher shall be designated by an Administrative Officer as Teacher in Charge in accordance with this Article. A Teacher in Charge may be designated daily or appointed on an annual basis.
2. The Teacher in Charge, when requested to act by the Administrative Officer shall ensure that routine supervision adequate to secure the safety of students and security of the school is maintained and shall deal only with emergent matters with required assistance from District supervisory staff.
3. Whenever possible the Teacher in Charge shall be selected from those teachers who have expressed an interest in performing this function. Except in emergencies, a teacher has the right to refuse to act as a Teacher in Charge.
4. Any necessary substitution shall be provided by mutual agreement between the Administrative Officer and the teacher.
5. Rate of Compensation:

The daily rate of compensation will be as follows when all Administrative Officers assigned to the school are absent for more than half (1/2) a day:

- a. When acting as Teacher in Charge of a school with one (1) to ten(10) FTE teachers the teacher shall receive as a daily allowance:

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
	\$ 17.77	\$ 18.21	\$ 18.66	\$ 19.14	\$ 19.52

- b. When acting as Teacher in Charge of a school with eleven (11) to twenty (20) FTE teachers the teacher shall receive as a daily allowance:

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
	\$ 23.00	\$ 23.58	\$ 24.16	\$ 24.77	\$ 25.26

- c. When acting as Teacher in Charge of a school with twenty-one (21) or more FTE teachers the teacher shall receive as a daily allowance:

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
	\$ 30.32	\$ 31.08	\$ 31.85	\$ 32.65	\$ 33.30

ARTICLE B.28 PART-TIME TEACHERS

1. The terms and conditions including sick leave of part-time teachers shall be adjusted on a pro-rata basis to reflect the percentage difference between part-time and equivalent full-time teachers.
2. Part-time teachers shall be eligible to participate in all benefit plans in accordance with Article B.11.

ARTICLE B.29 SPEECH PATHOLOGISTS AND EARLY INTERVENTION WORKERS

1. Speech Pathologists and Early Intervention Workers shall be employed on the same basis as teachers covered by this contract. Unless otherwise specified in this Article, all provisions of the Agreement shall be applicable to Speech Pathologists and Early Intervention Workers.
2. Placement on scale shall be in accordance with Section B for Speech Pathologists and Early Intervention Workers holding teaching certification. For those not possessing teaching certification placement on scale shall be at the category which is most nearly equivalent to the category of teachers based on years of university-level training and at the level of experience consistent with Section B of this agreement. In each case, for the purpose of Article B.24.1.c where the terms of employment determined that the Speech Pathologists and Early Intervention Workers had been employed on a twelve (12) month basis each twelve (12) months is equivalent to one school year. Where the terms of employment were for (10) months, each ten (10) months is equivalent to one school year.
3. Speech Pathologists and Early Intervention Workers not eligible to participate in the Teachers' Pension Plan shall participate in the Municipal Pension Plan.

ARTICLE B.30 OTHER INSTRUCTIONAL RATES

Teachers instructing School District approved academic equivalency or academic upgrading summer school courses will be paid at a rate of 1/1000 of category 5 level 6 in Article B.1.6 through B.1.10 per hour of instruction.

ARTICLE B.31 PART MONTH PAYMENTS AND DEDUCTIONS

1. The rate of deduction for a day without pay shall be defined as 1/200 (one two-hundredth) of the current annual salary of the teacher.
2. A teacher shall be paid 1/10 (one tenth) of current annual salary in respect of each month in which the teacher works all prescribed school days that month.

ARTICLE B.32 PAYMENT BEYOND SCHOOL YEAR

1. Except where otherwise stated in this Agreement, any work requested by the Board and performed by teachers beyond the teacher's work year as set out in the School calendar shall be paid at the rate of 1/200 (one two-hundredth) of annual salary per diem. By mutual agreement of the teacher and the Board, compensatory time in lieu of salary may be arranged as long as a Teacher On Call is provided when necessary.

2. This provision does not prevent the Board from continuing the existing practice of engaging in special projects that fall outside the scope of this Article and to offer teachers a fixed sum contract for the performance of the special project. Any fixed sum contract is subject to the approval of the CTA and the approval of the CTA will not be unreasonably withheld

ARTICLE B.33 ALLOWANCES

1. Head Teachers

a. for each teacher:

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
	\$ 898.08	\$ 920.53	\$ 943.55	\$ 967.13	\$ 986.48

plus

b. An experience increment after one year as Head Teacher of

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
	\$ 744.40	\$ 763.01	\$ 782.08	\$ 801.63	\$ 817.67

plus

c. A second experience increment after the second year as Head Teacher of

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
	\$ 744.40	\$ 763.01	\$ 782.08	\$ 801.63	\$ 817.67

2. Positions of Special Responsibility

a. An amount of

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
	\$ 2,094.14	\$ 2,146.49	\$ 2,200.15	\$ 2,255.16	\$ 2,300.26

- b. Positions of Special Responsibility, appointed by the Board on recommendation of the Principal concerned and the Superintendent shall be on a yearly basis. Notification of appointment is to be by June 15th.

3. District Staff

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
a. Special Counsellor:	\$ 6,090.04	\$ 6,242.29	\$ 6,398.35	\$ 6,558.30	\$ 6,689.47
b. Coordinator of Instruction:	\$ 6,090.04	\$ 6,242.29	\$ 6,398.35	\$ 6,558.30	\$ 6,689.47

- 4. With the consent of the CTA Bargaining Committee and to meet emergency conditions, the Board may pay a teacher a special allowance which is clearly recognized as such. The salary quoted shall be according to the Salary Scale shown on the Agreement and special allowance shall be paid on a monthly basis for a specified number of months. This Agreement shall be confirmed in writing by the Board with copies to the teacher and the CTA.

ARTICLE B.34 ELEMENTARY TEACHERS WITH B.ED. (ELEMENTARY)

Teachers in the elementary schools who have a four (4) year Bachelor of Education (Elementary) degree or equivalent shall be paid a bonus of \$272 over and above his/her regular placement in Category 4.

ARTICLE B.35 EXTRA COURSES

- 1. The Board shall pay a bonus of \$40.00 per unit of credit (equivalent to UBC) obtained by a teacher attending Summer School Sessions or Winter Courses, provided that:
 - a. the teacher does not hold a Masters or higher degree;
 - b. the courses taken shall be approved by the Superintendent prior to commencement of classes;
 - c. the teacher has taught in the District during the preceding year and returns to the employ of the Board at the beginning of the next school year;
 - d. the teacher submits verification of courses completed from the institution attended before the bonus shall be paid.

ARTICLE B.36 FIRST AID CERTIFICATE TRAINING PAYMENT

1. The Board shall pay the applicable course fees and materials for a first aid certificate or its renewal, subject to:
 - a. prior approval of the Superintendent to enrol, and
 - b. proof of successful completion of the course.
2. The Board shall pay an allowance per year to each CTA member who has been designated by the Board as a Level 2 or 3 Attendant.

Effective:	July 1, 2006:	July 1, 2007:	July 1, 2008:	July 1, 2009:	July 1, 2010:
	\$ 717.50	\$ 735.44	\$ 753.82	\$ 772.67	\$ 788.12

ARTICLE B.37 SURVIVOR BENEFITS

1. Salary

In the event of the death of a teacher who, at the time of death has been employed by the Board continuously for six (6) months or more, the Board shall pay the remainder of the month's salary plus one (1) months' salary to the beneficiary of the deceased, or to the estate if there is no beneficiary. This payment is in addition to any amount earned by the deceased up to the date on which he or she was last employed by the Board.

2. Benefits

The Board shall provide full benefit coverage to the dependents of a deceased teacher for a period of three (3) months.

SECTION C EMPLOYMENT RIGHTS

ARTICLE C.1 RESIGNATION

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

ARTICLE C.2 SENIORITY

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

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

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

LOCAL PROVISIONS:

- 7. Seniority
 - a. In this Article "seniority" applies to employees with a continuing appointment and means an employee's aggregate length of service in the employment of the Board, inclusive of service under temporary appointment and part-time employment. For purposes of calculating length of service, part-time employment shall be pro-rated.

In addition to the foregoing, the seniority for an employee under a continuing contract shall include:
 - i. Teacher On Call seniority accumulated pursuant to PCA Article C.2.3; and
 - ii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case shall an employee be credited with more than one (1) year of seniority for any school year.
 - b. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.a, the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
 - c. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.b, the employee with the greatest aggregate length of service with another school authority recognized for salary experience purposes shall be deemed to have the greatest seniority.

- d. When the seniority of two employees is equal pursuant to Article C.2.7.c, the employee with the earliest application for employment with the Board as recorded on the employee's personnel file kept by the Board shall be deemed to have the greater seniority.
- e. For purposes of this Article, leaves of absence in excess of one (1) month shall not count toward aggregate length of service with the Board except:
 - i. Maternity Leave [G.21];
 - ii. Educational Leave [G.25];
 - iii. Leave for duties with the CTA or BCTF [A.20 and A.21.2];
 - iv. Secondment to the Ministry of Education, a faculty of a BC university or college or participation in a recognized teacher exchange program [A.21.2];
 - v. Leave for teaching with the DND or CUSO [A.21.2];
 - vi. Long-term sick leave [G.20];
 - vii. Leave for elected office at the municipal, Provincial or Federal Levels [G.29];
 - viii. Compassionate care leave [G.2].
- f. The Board shall, by October 15th, forward to the CTA a list of all employees employed by the Board, and those subject to recall, in order of seniority calculated according to Article C.2.7.a to C.2.7.e setting out the length of seniority as of September 1st of that year.

ARTICLE C.20 LAYOFF, SEVERANCE, RECALL

1. General

Where the Board finds it necessary to terminate the contract of teachers for reasons other than just cause, such terminations shall be in accordance with the provisions of this Article.

2. Principle of Security

The Board and the CTA agree that increased length of service in the employment of the Board entitles teachers to security of teaching employment provided that they possess the qualifications necessary for the positions available.

3. Qualifications

- a. In this Article, "necessary qualifications" in respect of a teaching position means a reasonable expectation, based on the teaching certification, appropriate training, and relevant experience of a teacher that the teacher will be able to perform the duties of the position in a professional and satisfactory manner.
- b. Teachers are to declare those identified categories in which they claim qualifications in terms of certification, training and teaching experience.

- c. The teachers' qualification claims shall be submitted to the Superintendent of Schools who shall determine the validity of qualifications.
 - d. Articles C.20.3.b and C.20.3.c shall not limit a teacher's right to claim qualifications for an available position.
4. Security of Employment Based on Seniority and Qualifications
- a. When the Board determines that it is necessary to reduce the total number of teachers employed on a continuing contract by the Board, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
 - b. In implementing the provisions of Article C.20.4 the Board may approve the reassignment of a teacher to a different position or a different school by giving at least seven (7) days notice in writing of the reassignment to the teacher, and any reasonable transfer in good faith for such purpose shall not be subject to any other provision of this Agreement otherwise dealing with transfer.
 - c. Nothing in Articles C.20.5.a or C.20.5.b shall be taken to require the Board to transfer a teacher with greater seniority for the purpose of retaining on staff a teacher with less seniority than that teacher.
5. Notice of Lay Off
- a. The Board shall give each continuing teacher in a continuing position it intends to terminate pursuant to this Article a minimum of sixty (60) calendar days notice in writing, such notice to be effective at the end of a school term, and to contain the reason for the termination.
 - b. The Board shall give each teacher who has converted to continuing status in a temporary position pursuant to Article C.21.5, it intends to terminate pursuant to this Article a minimum of sixty (60) calendar days notice in writing, such notice to contain the reason for the termination.
 - c. Information on positions held by less senior teachers shall be available to teachers in receipt of termination notices and the CTA through the office of the Superintendent.

6. Recall of Teachers Terminated under Article C.20.5.a.

- a. When a continuing position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this Agreement except Article C.20.6.d below, first offer recall to the teacher terminated under Article C.20.5.a who held a continuing contract at the time of termination and who has the most seniority among those terminated pursuant to this Article, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been terminated pursuant to this Article.
- b. A teacher who is offered recall pursuant to Article C.20.6.a shall inform the Board whether or not the offer is accepted, within two (2) calendar days of the receipt of such offer.
- c. The Board shall allow ten (10) days, from an acceptance of an offer under Article C.20.6 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 longer period shall be allowed, but not to exceed thirty (30) days.
- d. A teacher's right to recall under this Article is lost:
 - i. if the teacher elects to receive severance pay under Article C.20.9.
 - ii. if the teacher refuses to accept two (2) continuing positions for which he/she possess the necessary qualifications;
 - iii. if the teacher accepts a continuing appointment in another school district;
or
 - iv. if twenty-seven (27) months elapse from the date of termination under this Article and the teacher has not been recalled except when a teacher on recall has been assigned to a temporary position. The twenty- seven (27) months does not include anytime that the recall teacher is working in a temporary position.
- e. A teacher on the recall list is responsible for keeping the office of the Superintendent informed of changes of name, address and phone number.
- f. If no continuing position is available the board will assign a teacher on the recall list to an available temporary position for which the teacher is qualified. This permits the Board to employ teachers on the recall list in temporary positions without jeopardizing the teacher's right to recall otherwise contained in this Agreement.

7. Recall of A Teacher Terminated Under Article C.20.5.b

- a. It is the responsibility of a teacher who has converted to continuing status but is in a temporary position and who has been laid off and who is on the Recall List, to apply for continuing positions pursuant to Article E.20 Posting and Filling of Vacant Positions.
- b.
 - i. When a temporary position on the teaching staff of the district becomes available, the Board shall inform those on the recall list. The Board shall first offer the temporary position to the continuing teacher who has the most seniority on the recall list pursuant to this Article provided that teacher possesses the necessary qualifications for the available position.
 - ii. A teacher who is offered recall pursuant to Article C.20.7.b.i, shall inform the board whether or not the offer is accepted within two (2) calendar days of the receipt of the offer.
 - iii. The Board shall allow ten (10) days, from an acceptance of an offer under Article C.20.7.b.i 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 longer period shall be allowed, but not to exceed thirty (30) days.
 - iv. A teacher's right to recall into a temporary position under this Article is lost:
 1. if the teacher elects to receive severance pay under Article C.20.9.
 2. if the teacher refuses to accept two (2) positions for which he/she possess the necessary qualifications;
 3. if the teacher accepts a continuing appointment in the district or in another school district; or
 4. if twenty-seven (27) months elapse from the date of termination under this Article and the teacher has not been recalled The twenty- seven (27) months does not include anytime that the recall teacher is working in a temporary position.
 - v. A teacher on the recall list is responsible for keeping the office of the Superintendent informed of changes of name, address and phone number.
 - vi. Upon recall into a temporary position, a teacher shall retain his/her former continuing appointment recall status. This permits the Board to employ teachers on the recall list in temporary positions without jeopardizing the teacher's right to recall otherwise contained in this Agreement.
 - vii. A teacher on the Recall List may apply for and accept temporary positions without jeopardizing his/her layoff status.

- viii. A teacher on the Recall List may perform on-call work without jeopardizing his/her layoff status.

8. Benefits

- a. A teacher recalled pursuant to this Article shall be entitled to all sick leave credit accumulated at the date of termination.
- b. A teacher who retains rights of recall pursuant to Article C.20.6 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this Agreement by payment of the full costs of such benefits to the Board, subject to the approval of the benefit carrier.

9. Severance Pay

- a. A teacher on continuing appointment who has one or more years of continuous employment and who is terminated, save and except for just cause, may elect to receive severance pay at any time during the fifteen (15) months following termination.
- b. Severance pay shall be calculated at the rate of five per cent (5%) of one (1) year's salary for each year of service to a maximum of two (2) years' salary. Salary on which severance pay is calculated shall be based on the teacher's salary, including allowances, at the time of the teacher's termination.
- c. A teacher who received severance pay pursuant to this Article and who, notwithstanding Article C.20.6 and/or C.20.7 is subsequently re-hired by the Board, shall retain any payment made under the terms of this section and in such case, for purposes only of Section (b) of this paragraph, the calculation of years of service shall commence with the date of such re-hiring.

10. Dispute Resolution

Any appeal shall be dealt with under Article A.6

ARTICLE C.21 EMPLOYMENT CONTRACTS

- 1. All teachers, speech pathologists and early intervention workers appointed by the Board to the staff of the District shall be appointed on a continuing contract of employment, except for
 - a. temporary appointments made in accordance with this Agreement;
 - b. Teachers On Call.
- 2. The Board may issue temporary contracts for a period of time not exceeding one year:
 - a. to fill a vacancy that arises during a school year;

- b. to fill a position that is temporarily vacant;
 - c. to fill a position that is temporarily existing.
3. The Board agrees to provide the CTA no later than October 15 in any school year a list of teachers hired on temporary contract for the school year, and a list of positions the Board considers temporarily existing or temporarily vacant for the school year.
 4. At no time shall the number of FTE teachers appointed on temporary contracts exceed the total number of FTE teachers employed under Articles C.21.2.a, C.21.2.b and C.21.2.c.

5. Conversion to Continuing Contract

Teachers on temporary contract appointed for a second consecutive year or after twelve (12) aggregate months of service, whichever is less, shall be appointed to a continuing contract upon appointment.

ARTICLE C.22 DISMISSAL AND DISCIPLINE FOR MISCONDUCT

1. The Board agrees that it shall not dismiss or discipline a teacher bound by this Agreement except for just and reasonable cause.
2. Where an employee is under investigation by the Board for any cause, the employee and the CTA shall be advised in writing of that fact immediately unless grounds exist for concluding that such notification would prejudice the investigation. In any event the employee and the CTA shall be notified at the earliest reasonable time and before any action is taken by the Board.
3. The employee shall be advised of the right to be accompanied by a representative of the CTA at any meeting in connection with such investigation that he/she attends.
4. The process as outlined in Article C.22.5 to C.22.10 apply when
 - a. an employee has been suspended under Section 15(5) of the *School Act*;
 - b. an employee has been suspended under Section 15(4) of the *School Act* unless the CTA or the teacher waive the right to such a meeting;
 - c. the possible actions of the Board include suspension or dismissal unless the CTA or the teacher waive the right to such a meeting.
5. The Board of School Trustees shall, pursuant to Article C.22.4, hold a meeting with the employee and his/her representative(s), and shall give the employee and the association seventy two (72) hours notice of such a meeting. The Board of School Trustees may also have its representatives present at this meeting. At the time of such notice, the teacher and CTA shall be given reasons and relevant particulars in writing, for the contemplated action.

6. The teacher shall be entitled to file a written reply to the allegation prior to the meeting held under Article C.22.5.
7. Twenty-four (24) hours prior to a meeting held under Article C.22.5 both parties shall exchange all documents that will be considered at the meeting.
8. At the meeting held under Article C.22.5, the teacher shall be entitled to be accompanied by the staff representative, the CTA President and by an advocate appointed by the CTA, and shall have the opportunity to ask questions and to make both written and verbal submissions or have his/her advocate ask questions or make written or verbal submissions on the employee's behalf.
9. The decision of the Board of School Trustees shall be communicated in writing and shall contain a statement of the grounds for the decision.
10. Wherever practicable, the parties shall attempt to agree on a press release when a teacher is suspended or dismissed.
11. Any disciplinary action taken by the Board may be subject to grievance, however the CTA may refer any grievance of a decision in Article C.22.9 directly to arbitration.

ARTICLE C.23 PROCEDURES WHERE DISMISSAL BASED ON PERFORMANCE

1. The Board may dismiss any teacher bound by this Agreement for just and reasonable cause.
2. The Board may dismiss a teacher where the Board has received three reports in accordance with Article E.22 (Evaluation) of this agreement indicating that the performance of the teacher is less than satisfactory.
3. The reports referred to in Article C.23.2 shall be prepared in accordance with the process established in Article E.22 (Evaluation) of this Agreement, and in accordance with the following conditions:
 - a. the reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months excluding time off for illness, leave or retraining;
 - b. at least one (1) of the reports shall be written by a Superintendent, an Assistant Superintendent, or Director of Instruction.
4. Where the Board intends to dismiss a teacher on grounds of less than satisfactory teaching performance it shall notify the teacher and the President of the CTA of such intention and provide an opportunity for the teacher and her/his representative to meet with the Superintendent and the Board at least seven (7) days before formal notice of dismissal.
5. When the Board decides to dismiss a teacher it shall issue notice of dismissal to the teacher and the CTA at least thirty (30) days prior to the dismissal date setting out the grounds for such action.

ARTICLE C.24 PART-TIME TEACHERS' EMPLOYMENT RIGHTS

1. Partial leave may be granted to permit a full-time teacher on continuing contract to accept a part-time position.
2. When the request under Article C.24.1 is granted by the Board, the teacher shall be entitled to return to a similar full-time position at the expiration of the period of time for which the Board has made the part-time position. The teacher may return to a full-time position at an earlier date or may extend the period of part-time teaching, by agreement with the Board, if reasonable notice of the request for earlier or later return has been given.
3. A teacher with a continuing part-time position may, without prejudice to that appointment, apply for an additional temporary part-time position for a specified fraction of time.

ARTICLE C.25 TEACHER ON CALL HIRING PRACTICES

1. Teacher On Call List

The Board shall maintain a list of persons approved by the Superintendent who are qualified and have requested to be placed on the list of Teachers On Call. The Board shall forward a copy of such a list to the CTA in the month of September, and in the month of January.

2. Teacher On Call Hiring

- a. In assigning Teachers On Call, the Board shall, pursuant to Section 19 of the *School Act*, select a person on the list qualified for the assignment who possesses a valid B.C. teaching certificate.
- b. Every attempt will be made to provide equal employment opportunities to those on the Teacher On Call list.
- c. The Board may assign persons not on the list to a Teacher On Call teaching assignment only in the event that no person on the list possesses the necessary qualifications for the assignment.
- d. If a Teacher On Call has accepted an assignment outside their area of training and experience and the assignment is lengthened or becomes difficult, the Teacher On Call may withdraw from the assignment without prejudice to any further assignments.
- e. Where the Board reasonably expects a teacher to be absent for more than twenty (20) days, the vacancy shall be filled by appointment to a temporary contract. When a Teacher On Call completes twenty (20) days' continuous teaching on the same assignment, a temporary contract shall be granted retroactively to the commencement of the assignment.

- f. If a Teacher On Call is removed from the list, the Board will send a letter to the Teacher On Call setting out the reasons for the removal.

SECTION D WORKING CONDITIONS

ARTICLE D.1 INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION

ARTICLE D.2 INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION

ARTICLE D.3 ALTERNATE SCHOOL CALENDAR

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

- iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - iv. The hearing shall commence within a further ten (10) working days; and
 - v. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

ARTICLE D.4 PREPARATION TIME

PCA Article D.4 is not applicable in School District No. 33 (Chilliwack). See Article D.23.

ARTICLE D.5 MIDDLE SCHOOLS

1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
5.
 - a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
 - b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.

- c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
 - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - iv. The hearing shall commence within a further ten (10) working days; and
 - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
6. Where a middle school program has been established on or prior to ratification of this Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

ARTICLE D.20 INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION

ARTICLE D.21 INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION

ARTICLE D.22 REGULAR WORK YEAR FOR TEACHERS

1. The regular work year for teachers shall be the school calendar provision of the *School Act* and Regulations. If either party believes there is a conflict between the *School Act* and Regulations, and this Article, pursuant to Article A.8, the parties shall meet to negotiate a mutually acceptable alternative that is not in conflict with the *School Act* and Regulations.
2. The annual salary established for employees covered by this agreement shall be payable in respect of the teacher's regular work year. The regular work year shall include
 - a. no fewer than five (5) days for professional development;
 - b. no fewer than one (1) year end administrative day;
 - c. two (2) early dismissals after instruction of three hours for student assessment/evaluation and parent/teacher consultation for each formal reporting period.

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, winter break and spring break.

3. The days in session in the regular school year for the teacher shall include no fewer than five (5) non-instructional days for professional development. Scheduling for those days shall be jointly planned by the Superintendent of Schools and the CTA President. Scheduling is to include coordination of district-wide and school based non-instructional dates and shall be completed for the subsequent year by April 30th.
4. No teacher shall suffer loss of pay in the event of a Board ordered closure of a work site or a Board ordered cancellation of student attendance due to inclement weather or due to Acts of God. It is understood that a teacher so affected may be re-assigned to another work location.
5. The first day of winter break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1. If January 1 is a Sunday, then school shall reopen Tuesday, January 3. 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 Tuesday following the fourth Monday in March.
6. Any work performed by employees covered by this agreement beyond the teacher's regular work year shall be voluntary and paid pursuant to Article B.30.
7. If permitted in the Regulations, teachers of Kindergarten shall be entitled to design and implement a gradual entry program involving altered hours and the phasing in of small groups of children. Such programs shall be completed within the first two (2) weeks of September.

ARTICLE D.23 HOURS OF WORK

1. Each full time elementary teacher's weekly instructional hours, exclusive of noon intermission, shall not exceed twenty-five (25) hours inclusive of
 - a. ninety (90) minutes of preparation time
 - b. daily recesses.
2. Each full time secondary teacher's weekly instructional hours, exclusive of regular noon intermissions, shall not exceed twenty-seven and one-half (27 1/2) hours inclusive of
 - a. twelve and one-half percent (12.5%) preparation time
 - b. daily recesses, change periods and homerooms.
3. Preparation time for part time teachers of .4 class time or more shall be pro-rated.
4. Part time assignments in secondary schools shall normally be scheduled in consecutive teaching blocks.

5. For the purposes of the teacher's regular instructional assignment, each teacher shall be on the school premises at least fifteen (15) minutes prior to school opening in the morning, five (5) minutes prior to school opening in the afternoon and five (5) minutes after school closure in the afternoon. For the purposes of this clause, school opening shall be defined as the beginning of the teacher's regular instructional assignments and school closure shall be defined as the end of the teacher's regular instructional assignments.
6. The intent of the above shall be considered to be maintaining the status quo in this district.

ARTICLE D.24 DUTY FREE NOON INTERMISSION

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

ARTICLE D.25 SUPERVISION DUTIES (OTHER)

As of the signing date of this contract, there shall be no increase to existing regularly scheduled supervision.

ARTICLE D.26 EXTRA CURRICULAR ACTIVITIES

1. Extra curricular activities and programs are defined as being those aspects of pupils' school life provided by teachers that are beyond the provincially and locally established curriculum.
2. While the Board and CTA agree that extra-curricular activities are an important aspect of school programs for pupils and encourage participation in extra curricular activities, it is recognized that extra curricular activities are assumed by a teacher on a voluntary basis.
3. For purposes of liability, while voluntarily involved in extracurricular activities, teachers shall be considered to be acting in the employ of the board and therefore covered by the Board's liability insurance.

ARTICLE D.27 AVAILABILITY OF TEACHERS ON CALL

1. Under normal circumstances, a Teacher On Call will be engaged when a teacher who registers a class is absent.
2. When for any reason the teacher is absent from a school for one-half (1/2) day or more, the Board shall employ a Teacher On Call to replace that teacher upon being informed of such absence.

3. Except in emergency situations, cover-off is voluntary, and as such, teachers, except Teachers On Call and those teachers whose assignment is that of permanent Teacher On Call, shall not be required:
 - a. to perform the tuition or instructional duties of a teacher who is absent;
 - b. to supervise the students of a teacher who is absent.

ARTICLE D.28 STAFF MEETINGS

1. The right of Administrative Officers to schedule staff meetings as provided for in the *School Act* Regulations is recognized.
2. Such meetings shall, whenever possible, be scheduled in advance, on regular dates.
3. Staff members shall have the right to submit items for the agenda. The agenda shall provide space for other business and it shall be circulated in advance.
4. Written minutes of staff meetings shall be kept and circulated to all staff members.
5. Such meetings should not occur during times when classes are in session.
6. Staff meetings shall not normally commence prior to one (1) hour before classes begin. Staff meetings will be convened as soon as practicable after dismissal of pupils and will not last longer than one and one-half (1 1/2) hours.
7. Staff meetings shall not occur other than during the work year.
8. There shall be a maximum of twelve (12) staff meetings per year.
9. Part-time and itinerant teachers shall attend staff meetings whenever practicable or when the staff meeting is contiguous with the instructional assignment.

ARTICLE D.29 TECHNOLOGICAL CHANGE

1. Technological change shall be defined as
 - a. the introduction by the employer into its work undertaking or business of equipment or material of a different nature or kind than that previously used by the employer in that work, undertaking or business, or
 - b. a change in the manner, method or procedure, in which the employer carries on its work, undertaking or business that is related to the introduction of that equipment or material, but "technological change" does not include normal layoffs resulting from a decrease in the amount of work to be done.

2. When the Board prepares to effect a technological change that is likely to affect the terms and conditions or security of employment of teachers to whom this Agreement applies, it shall give notice of the technological change to the CTA at least ninety (90) days before the date on which the technological change is to be implemented.
3. Such notice shall be in writing and shall state
 - a. the nature of the change,
 - b. the date on which the Board proposes to effect the change,
 - c. the approximate number, types and location of CTA members likely to be affected by the change, and
 - d. the anticipated effects the change may be expected to have on CTA members.
4. At least sixty (60) days prior to implementation the Board shall discuss with the CTA a process of implementation, including where feasible, retraining and/or alternate employment.
5. Where the Board introduces or intends to introduce a technological change that
 - a. affects the term, conditions or security of employment of a significant number members of the CTA, and
 - b. alters significantly the basis on which this Collective Agreement was negotiated, either party may refer the matter to an Arbitration Board in accordance with Article A.6.

ARTICLE D.30 HEALTH AND SAFETY

1. Classes shall be conducted only in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic, safe and conducive to effective learning. Any disagreement arising from this Article shall be resolved by the grievance/arbitration procedure outlined in Article A.6.

ARTICLE D.31 HEALTH AND SAFETY COMMITTEE

1. In accordance with Workers' Compensation Board Regulations, the Board shall maintain a District Health and Safety Committee.
2. The CTA shall appoint four (4) members to the Committee. One (1) shall be a Technology Education teacher; one (1) shall be a secondary Science teacher and two (2) as determined by the CTA.
3. The Committee shall meet once a month from September to June inclusive with provision to hold special meetings when necessary.

4. Minutes of meetings shall be circulated to all Committee members, senior administrators, the Board, the CTA, CUPE Local 411, WCB and any others deemed appropriate by the Committee.

ARTICLE D.32 SPACE AND FACILITIES

The Board shall endeavour to provide in each school lunch room facilities sufficient to accommodate all CTA members in that school.

ARTICLE D.33 TEACHER ON CALL WORKING CONDITIONS

The Teacher On Call shall normally be required to assume only the duties of the teacher he/she is replacing.

ARTICLE D.34 ASSOCIATION INVOLVEMENT IN BOARD BUDGET PROCESS

1. Representatives of the CTA will continue to receive copies of all agenda of meetings of the Board and will be entitled to attend and make representations at meetings (other than in camera meetings) at which budget decisions are formulated.
2. The CTA shall have the right to representation on any committee of educational partners that develops the budget for the School District, subject to Board policy.

ARTICLE D.35 BEGINNING TEACHERS

1. Where practicable, consideration shall be given to beginning teachers to help them in their adjustment to teaching. Consideration may include but not be limited to
 - a. an instructional assignment that is appropriate to their experience.
 - b. a mentoring program that shall be
 - i. voluntary for both the mentor and the new teacher, and
 - ii. cooperatively developed between the Board and the CTA.
 - c. a joint committee with equal representation of the Board and the CTA shall have the responsibility for
 - i. monitoring the mentor program, and
 - ii. recommending changes to the Superintendent of Schools.

ARTICLE D.36 HOME EDUCATION

1. A home schooled student is a child who is provided with an educational program solely by the parent and shall have access to educational services as provided in the *School Act*.
2. A teacher normally assigned responsibility for provision of educational services to home schooled students shall be a teacher with district educational support responsibilities.
3. A teacher assigned responsibility for provision of any educational service to one or more home schooled students shall be given reasonable time to enable him/her to provide such services.

ARTICLE D.37 INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION

ARTICLE D.38 PARENT CONFERENCES

1. The Board and the CTA agree that there shall be at least three (3) formal written reports to parents and at least two (2) informal reports.
2. The required number and type of informal reports shall be discussed and determined at a scheduled staff meeting.

ARTICLE D.39 TEACHER REPORTS ON STUDENTS

1. The Board and the CTA agree that, after due consideration and consultation, the teacher will assign the final marks or grade to the student's records or profiles.
2. If student records or profiles are changed, the teacher will be advised and the record or profile will clearly indicate who has changed the record or profile.
3. If requested by the teacher, the Administrative Officer will provide reasons for the change.

ARTICLE D.40 STUDENT MEDICATION

1. Except in emergency situations, teachers should administer (or supervise the self-administration of) medications to pupils only if the following conditions are met:
 - a. The teacher voluntarily agrees.
 - b. The medication is required while the child is attending school.
 - c. A parent has requested the school's assistance and has signed a release concerning administration by the teacher.

- d. Written authorization has been received from an attending physician.
- e. The Public Health Nurse has been informed, and, where necessary, has provided the teacher with adequate instruction concerning the administration of the medication.

SECTION E PERSONNEL PRACTICES

ARTICLE E.1 NON-SEXIST ENVIRONMENT

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

ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT

1. General

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

2. Definitions

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

3. Resolution Procedure

- a. Step 1
 - i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express his/her feelings about the situation.
 - ii. Before proceeding to Step 2, the complainant may approach his/her administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to E.2.5 Informal Resolution Outcomes

b. Step 2

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

c. Step 3

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

4. Remedies

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

- c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

5. Informal Resolution Outcomes

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

6. Training

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

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

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

ARTICLE E.20 POSTING AND FILLING VACATION POSITIONS

1. In this Article vacancy means a newly created teaching position or an existing teaching 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 except those vacancies filled by teachers on the Recall List. A teaching position filled by a temporary appointee does not become a vacancy on expiration of the temporary contract if that temporary appointee is re-engaged and assigned to that position.
2. The Board will undertake to make vacancies or possible vacancies known to all potential candidates through a variety of internal and external advertising. During the regular work year the Board shall post notices of vacancies as soon as they become known in all work sites where teachers are assigned and at the District Office. A copy will be forwarded to the CTA office. At times other than the regular work year, notices of vacancies will be posted in the District Office with a copy forwarded to the CTA office.

3. All vacancies covered by this Agreement will be posted for a period of five (5) teaching days during the work year and seven (7) days during the summer prior to the deadline for applications. Postings shall include at least
 - a. identification of the work site,
 - b. description of the position to be filled,
 - c. type of contract (continuing or temporary),
 - d. effective date and, if applicable, end date, and
 - e. closing date for applications.
4. Postings shall not include references to extra-curricular activities.
5. Vacancies created by Leaves of Absence including Maternity/Paternity Leave shall be posted and filled by temporary appointment. On return from leave, the teacher shall be assigned to the same position held prior to taking the leave; however his/her assignment may not be identical to his/her previous assignment.
6. The Board shall fill a vacant position from the applicants in the priority set out below on the basis of qualifications (Article C.20.3) and ability. Where qualifications and ability are equal, length of service shall be the governing factor.
 - a. Continuing appointees transferred on the initiative of the Board under the provisions of Article E.21.
 - b. All Continuing teachers on full time or part time appointment, and those on the recall list, and Administrative Officers whose appointments as an Administrative Officer have been terminated for other than just cause and who have not otherwise been placed in a teaching position under Section 21 of the *School Act*.
 - c. Teachers who have been employed by the Board on temporary contracts in the ten (10) teaching months preceding his/her application and Teachers On Call who have taught fifty (50) days or more in the ten (10) teaching months preceding his/her application.
 - d. Other applicants.
7.
 - a. When a vacancy occurs for a continuing position it shall be posted as soon as it becomes known. The assignment within the position in September may not be identical to the assignment in the posted position.
 - b. When a vacancy occurs for a temporary position, it shall first be offered to teachers on recall, as per Article C.20 Layoff Severance, Recall. If a position is not filled through that process, or there are no teachers on recall, the temporary position shall be posted.

8. When a vacancy has been posted and filled by a continuing teacher, but due to unforeseen circumstances the position ceases to exist before its effective starting date, the continuing teacher shall have the right to return to his/her previous position.
9.
 - a. The successful applicant to a posted continuing position shall assume that position at the beginning of the next school year. However, if there is mutual agreement between the parties, the applicant may assume the position at an earlier date. If the successful applicant does not immediately fill the vacancy, the Board shall fill the vacancy by temporary appointment.
 - b. Applicants shall indicate on their application that they want to be considered for the continuing position and/or a temporary position.
 - c. Teachers on continuing contract may apply for and receive a temporary appointment and at the expiration of the temporary appointment shall be given priority of Article E.20.6.b in applying for posted positions and should they be unsuccessful in obtaining a subsequent position through the posting and filling procedures they may be laid off and placed on the recall list in accordance with Articles C.20.5.a and C.20.6.
10. The successful applicant for the position referred to in Article E.20.6.a shall be subject to Article E.21.5 and any District Initiated Transfer.
11. Any verbal offer of appointment or transfer to a vacant position shall be confirmed by the teacher upon receipt of the Human Resources Division's written offer. This will normally be done within forty-eight (48) hours.
12. Any verbal offer of appointment or transfer to a vacant position shall be confirmed by the Human Resources Division upon receipt of the teacher's written acceptance and all necessary documentation. This shall normally be done within forty-eight (48) hours of the applicant's receipt of the written offer.

ARTICLE E.21 TRANSFER AND ASSIGNMENT

1. The Board and the CTA agree that the transfer and assignment of staff is the responsibility of the Board, subject to the provisions of this Agreement.
2. A teacher who seeks a transfer shall do so by application to posted positions pursuant to Article E.20. The onus rests with the present CTA employees to ensure the Superintendent or designate is kept advised of their current personal professional aspirations and preferences for assignment.
3. District Initiated Transfer
 - a. When a transfer is deemed necessary, district staff shall:
 - i. Give consideration to the teacher's professional and personal goals and wherever possible obtain the teacher's agreement to the transfer.

- ii. Meet with the teacher at least fourteen (14) days prior to the recommendation being placed before the Board. The nature of the transfer and the reasons for it shall be communicated to the teacher.
 - iii. Permit the teacher to be accompanied by a member of the CTA. The teacher shall have the opportunity to consider the matter and reply before the recommendation is placed before the Board.
 - b. Within seven (7) days of being notified that the decision to recommend a transfer is confirmed, the teacher shall have the right to meet with the Board with a CTA representative present.
 - c. When the decision to transfer a teacher has been made, the transferred teacher and the President of the CTA shall be notified, in writing, of the decision and the reasons for it.
 - d. When the Board transfers a teacher to a significantly different grade level or subject area, the Superintendent and the teacher shall jointly determine, and the Board shall provide, the necessary resources for retraining.
 - e. Transfers initiated by the Board shall be completed no later than May 15 in a school year for the next school year, save when they are necessitated by circumstances not reasonably known to the Board by April 30 in such year.
- 4. Transfer Initiated For Reasons of Projected Enrolment Decline
 - a. Prior to any transfers required due to a decline in school enrolment or decreased requirements in a program area, the Administrative Officer shall consult with staff and take into consideration the educational program of the school and the personnel necessary to carry out the program for the ensuing school year.
 - b. When a teacher must be transferred, and no teacher volunteers to transfer, the teacher(s) on the school staff with the least seniority in the District will be designated for transfer and the name(s) of this teacher(s) will be forwarded to the Superintendent.
 - c. If the position held by the least senior teacher is considered essential for the school program by the Administrative Officer, in consultation with the staff, and the least senior teacher is academically qualified to teach that program then the position held by the next least senior teacher may be determined as excess and that teacher may be designated for transfer.
 - d. A teacher, who is transferred for reasons of projected enrolment decline, position reduction or other such factor, shall have the opportunity of returning forthwith to the position previously held in the event that the projected factors do not actually materialize.
- 5. Assignment - In School

Assignment within a school shall be based on the qualifications, training, experience and personal preference of the teacher and equitable distribution of the workload.

ARTICLE E.22 EVALUATION OF TEACHING

1. The purpose of evaluation is to assess teacher competence and reinforce quality education.
2. A teacher should normally be reported on during the year of the initial appointment to the District, once every five years thereafter, or upon request of the teacher, Superintendent or Administrative Officer.
3. All reports on the work of a teacher shall be formal written reports.
4. At least thirty (30) days prior to commencing observations, the evaluator shall meet with the teacher and invite agreement on the purpose and the time span of the evaluation and the criteria and standards to be applied. At least five (5) days prior to commencing observations, the evaluator will discuss the schedule of observations with the teacher. (The criteria shall be those stated in Local Appendix A.)
5. The evaluation of a teacher shall not be based on aspects of the learning situation over which the teacher does not have both responsibility and control.
6. Each report shall normally be based on not less than three (3) or more than six (6) personal observations which reflect the teacher's assignment. The process shall normally not exceed two (2) months. The report shall be filed by May 31 of that year unless the teacher agrees on a later date.
7. Involvement or non-involvement in extra-curricular activities and participation in union activities or matters not directly related to the general work of a teacher are outside the scope of evaluating and reporting on the work of a teacher.
8. Periods chosen for observation should not be at inappropriate times such as those immediately preceding or following breaks for holiday periods, when the teacher is returning to work after a protracted absence, and/or when activities are occurring within the school which substantially disrupt the normal classroom or school program. The teacher shall have the opportunity to select at least two (2) of the observation times.
9. Following each observation, the evaluator shall normally discuss with the teacher his/her observations and impressions. Such observations and impressions shall, where practicable, be further provided to the teacher in the form of a written commentary within forty-eight (48) hours of the observation.
10. Each formal report by the Superintendent, Assistant Superintendents, and Administrative Officers including principals, vice principals and directors of instruction shall be based on the most recent observations and assessments and not on those used in previous reports. In the case where a teacher has a reasonable apprehension of bias, the Superintendent may determine that the report is to be written by another appropriate evaluator.

11. Reports shall note the teacher's area of professional training, experience and current assignment and shall contain a statement of the writer's assessment of the overall teaching performance and the general work of the teacher. Reports shall reflect any discrepancy between the teacher's assignment, professional training and preference of teaching subjects and grades.
12. The content of a teaching report shall be specific and an objective description of teaching performance. Judgments shall be adequately substantiated.
13. The teacher shall be given a draft copy of a report at least forty-eight (48) hours prior to preparation of the final copy so that the teacher may have the opportunity to point out factual errors or omissions. The teacher shall have the opportunity of meeting with the evaluator in the company of a third person to propose changes to the draft. The evaluator shall make every effort to ensure accuracy and to reach agreement on the report with the teacher prior to filing the final report.
14. Any written report that identifies weaknesses shall include constructive suggestions for improvement.
15. In the event of a less than satisfactory report the teacher and evaluator shall jointly develop any necessary plan of action. The plan of action shall be completed before another report is initiated.
16. The CTA shall be notified of any less than satisfactory report unless the teacher in writing requests otherwise.
17. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report.

ARTICLE E.23 NO DISCRIMINATION

1. The Board and the CTA subscribe to and shall follow the principles of the *Human Rights Code* of British Columbia which prohibits discrimination as of the date of this Agreement on the following grounds: race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, sex or age of that person, or because of parenthood, sexual orientation, or because of his/her conviction for a criminal or summary conviction charge that is unrelated to the employment or to the intended employment of that person.
2. The Board agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any teacher for reason of membership or activity in the CTA.

ARTICLE E.24 PERSONNEL FILES

1. There shall be only one personnel file kept at the District Office for each teacher.
2. Teacher personnel files shall be kept in secure storage. Access to the files is to be authorized to appropriate district personnel by the Superintendent or designate.

3. After receiving a request for an appointment during normal business hours, the Superintendent or designate shall grant access at a mutually acceptable time to any teacher wishing to see his/her file.
4. All files shall be reviewed in the presence of the Superintendent or designate. A teacher may be accompanied by an individual of the teacher's choice.
5. Upon agreement of the Superintendent, or designate, and the teacher, material will be removed from the teacher's file.
6. The Board agrees that only materials substantiated and material relevant to the employment of the teacher shall be maintained in personnel files. Copies of material critical of the teacher shall be provided to that teacher. Upon request, copies of other material will be provided to the teacher. Teachers may have the opportunity to attach a written response to any material on file.
7. Any information that is entered in the District file, other than standard administrative documents, shall be dated and signed by both the employee and the Board official to note placement in said file. A copy of the material shall be given to the employee.
8. Teacher files at the school level shall be governed by the same procedures as are District files. In this case, the school Administrative Officer will act as the Superintendent's designate.
9. Teacher files at the school level shall be destroyed or amalgamated with District Office personnel files when the teacher leaves that school.

ARTICLE E.25 FALSELY ACCUSED EMPLOYEE ASSISTANCE

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising their duties as employees of the Board, and
 - a. an investigation has been undertaken by the Board and the Board has determined the accusation is not true, or
 - b. an arbitrator finds the accusation to be false, or
 - c. a court acquittal is not followed by an arbitrator's decision upholding the accusation,the teacher shall be entitled to the following:
2. The teacher and the teacher's family shall be entitled to assistance provided through the Employee and Family Assistance Program to deal with any negative effects of the allegations.

3. When requested by the teacher, the teacher shall be assisted by the Board in assuring successful return to teaching duties. The assistance can include
 - a. any necessary short term leave of absence with pay, as determined by the Superintendent
 - b. priority for transfer to a vacant position, as though transfer was Board initiated (E.21.3)
 - c. provision of factual information (approved by the teacher and/or the teacher's representative) to parents of the school community by the Board.
4. The teacher may apply to the Board for indemnification of any costs associated with the allegations, arising out of the performance of his other duties to the Board.
5. When the Board has concluded that the allegation is mischievous or malicious then it will consider consequential discipline where the accuser is a student of or an employee of the school district and will consider appropriate action where a parent is involved.

ARTICLE E.26 SCHOOL ACT APPEALS

1. Where a pupil and/or parent/guardian files an appeal under the *School Act* (Section 11) and Board By-law of a decision of an employee covered by this agreement:
 - a. the employee and the Association shall immediately be notified of the appeal and shall be entitled to receive all documents relating to the appeal;
 - b. 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
 - c. the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
2. It is the normal expectation of the Board and the Board shall request that the pupil and/or parent/guardian will have directly communicated the cause for the appeal to the employee prior to filing the appeal.
3. 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 by law.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.20 PROFESSIONAL DEVELOPMENT FUNDING AND CONTROL

1. The Board and the CTA recognize that
 - a. providing opportunities for professional development is a shared responsibility
 - b. activities which promote and foster professional development of teachers shall be covered in this Article.
2. There shall be a professional development fund which is jointly administered by the Superintendent or designate and the CTA Professional Development chairperson or designate.
3. There shall be a Joint Professional Development Committee comprised of six (6) CTA members and three (3) representatives of the Board, chaired by a CTA member.
4. This Joint Committee shall administer professional development activities in the District.
5. This Joint Committee shall be guided by the following principles:
 - a. Teacher participation in professional development activities is voluntary, except during non-instructional days set aside for professional development.
 - b. A needs assessment is the most appropriate starting point in planning a professional development program.
 - c. Professional development programs shall include adequate resources, time and organizational support.
 - d. Opportunities for professional development shall be distributed as widely as possible.
6. It shall be the responsibility of the Joint Committee to allocate available funds for school-based professional development, to set aside a contingency fund to meet special needs, to consider requests for additional funds from schools in which all allotted funds have been used, and requests from Teachers On Call in the employ of the Board. The Committee shall establish its own guidelines in these matters.
7. Each school shall have a Professional Development Committee of which an Administrative Officer is a member and which is chaired by a CTA member. Where practicable this Committee shall be elected.
8. The School Committee shall adhere to the principles in Article F.20.5.

9. The School Committee shall plan school-based professional development activities and approve expenditure of allocated professional development funds.
10. The Board shall contribute annually to the Professional Development Fund eighteen one hundredths percent (.18%) Category 6 Max per F.T.E. (as of September 30) and the CTA shall contribute seven one hundredths percent (.07%) Category 6 Max per F.T.E. (as of September 30).
11. The Board will annually provide six one hundredths (.06%) Category 6 Max per F.T.E. (as of September 30) to increase the Professional Development Fund to offset substitute or other professional development related costs.
12. The CTA recognizes that the principal has the authority to authorize teacher absence from regular duties for professional development.
13. Unused funds at both District and school levels shall be carried over to the next year.
14. This Article shall not preclude the Board from providing curriculum implementation activities, however, the Professional Development Fund shall not be required to finance curriculum implementation.

ARTICLE F.21 NON-INSTRUCTIONAL DAYS

1. Five (5) of the non-instructional days in the School Calendar shall be used for teacher professional development activities.
2. Non-instructional days shall be considered as instructional days for salary purposes.

ARTICLE F.22 CURRICULUM IMPLEMENTATION

1. The Board accepts responsibility for providing the resources necessary for implementation of curriculum prescribed locally or provincially.

Accordingly, when new curriculum is being introduced to the School District, a Joint Committee of equal representation of the Board and CTA shall be established to make recommendations to the Superintendent, with respect to, but not limited to the following:

- a. time considerations
 - b. in-service
 - c. material requirements
 - d. professional support
 - e. implementation approach (i.e. pilot project, evaluation, etc.)
2. The Board will pursue development of a First Nations curriculum with the local First Nations representatives. The Board will involve members of the CTA in this development process.

ARTICLE F.23 ACCREDITATION/SCHOOL ASSESSMENT

1. The Board and the CTA recognize the value of teachers' participation in Ministry prescribed accreditation and other school assessments.
2. District staff will recommend to the Board after consultation with school staff and Administrative Officers, the resources required to effectively administer an accreditation or assessment, including, but not limited to
 - a. staff release time to carry out all aspects of the accreditation process,
 - b. additional secretarial and research assistance,
 - c. translation and printing services for schools with non-English speaking populations,
 - d. additional non-instructional days, and
 - e. appropriate technology.
3. Implementation of recommendations arising from an accreditation or assessment shall occur through consultation between District staff and the school's Administrative Officers and teachers.
4. Any external accreditation/assessment report shall be provided only to the school staff concerned, district staff, Board and the Ministry of Education.
5. An elementary accreditation process is voluntary.

ARTICLE F.24 PROFESSIONAL AUTONOMY

1. The Board recognizes and respects the professionalism of teachers covered under this collective agreement. Teachers have the professional right and the professional responsibility to determine instruction in classes within the following criteria:
 - a. Teaching methods shall be consistent with recognized effective educational practices;
 - b. Provincially prescribed and authorized and Board authorized locally developed curricula shall be followed;
 - c. Resources used shall include those provincially prescribed, authorized or locally determined;
 - d. Professional Autonomy does not infringe upon the Board's right to determine effectiveness of instruction in accordance with Article E.22.

SECTION G LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE

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

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

[See also Article G.20 for general sick leave use / accrual]

ARTICLE G.2 COMPASSIONATE CARE LEAVE

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

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

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

[See also Article G.27 for short term leave of up to three (3) days.]

ARTICLE G.20 SICK LEAVE

1. Sick leave means the period of time a teacher is permitted to be absent from work with full pay by virtue of being sick or disabled, or under medical treatment, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
2. Entitlement
 - a. Full-time teachers will be subject to the full sick leave provisions stated herein.
 - b. Part-time teachers shall receive sick leave prorated in accordance with percentage of full-time assigned.

3. Over and above current accumulated sick leave teachers shall be entitled to accumulate a maximum of fifteen (15) working days each year calculated at the rate of one and one-half (1 1/2) days per month.
4. Fifteen days of sick leave shall be advanced to each teacher at the beginning of each school year in September.
5. Teachers commencing employment with the Board during the year shall have advanced to them the quota of sick leave benefits which would accrue to them for the balance of the school year.
6. The Board will furnish to each teacher by October 1 each year a statement showing the amount of his/her earned and accumulated unused sick leave and thereafter monthly.
7. If a teacher leaves the employ of the Board and subsequently resumes a position as a teacher with the Board, the teacher shall have immediate credit of the balance of all sick leave remaining to the credit of the teacher at the time of resignation.
8. In the event a teacher leaves the employ of the Board prior to the conclusion of the school year, sick leave will be reconciled and any necessary adjustments deducted from the final pay cheque.
9. The maximum number of days of sick leave that may be used in any school year shall not exceed one hundred twenty (120) days.
10. A medical certificate may be required by the Superintendent as proof of sickness. Such request will be made, where possible, when the teacher reports sick or during his/her period of illness. The Board will pay the cost, upon presentation of the bill, of any such certificate that it requests.
11. It shall be the responsibility of the teacher to report usage of sick leave to the Superintendent in accordance with procedures established by the Superintendent. Failure to follow reporting procedures may jeopardize the teacher's right to this benefit unless extreme circumstances can be shown which made reporting impossible.

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

ARTICLE G.21 MATERNITY LEAVE

1. Short-term Maternity Leave:
 - a. Teachers shall give reasonable notice when applying for Maternity Leave. The application for leave shall state the expected date of birth. The teacher should also state the intended dates for the beginning and ending of the leave.

- b. Teachers are entitled to Maternity Leave without pay for a maximum of eighteen (18) consecutive weeks, or a shorter period if requested by the teacher. Leave may commence a maximum of eleven (11) weeks immediately before the estimated date of birth but at a later date if the teacher requests.
- c. If a teacher wishes to return to work during the six (6) weeks following birth, that request must be supported by a medical certificate stating that the teacher is able to resume work.
- d. While a teacher wishing to return to work prior to the intended date of return may do so by submitting a written application giving a minimum of one (1) week's notice, at least one (1) month's notice is preferred. Those intending to return to work in September shall notify the Board prior to the end of May.
- e. In the case of incomplete pregnancy, and where written application accompanied by a certificate of medical practitioner, stating that the teacher is able to resume work is made by the teacher, return to duty will be authorized by the Superintendent with one (1) week's notice.
- f. A teacher returning to duty on the expiration of maternity leave shall be reinstated in the position previously occupied, or in a comparable position and with all increments to wages and benefits to which the teacher would have been entitled had the leave not been taken.
- g. The Superintendent may require a teacher to immediately commence a leave of absence where the duties of the teacher cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the teacher provides a certificate from a medical practitioner stating that she is able to perform her duties.
- h. In the case of teachers on temporary appointment, maternity leave shall terminate at the conclusion of the temporary appointment.
- i. While on maternity leave an employee shall retain her full employment status and rights, and shall accumulate all benefits under this Collective Agreement. Any voluntary extension beyond the period of maternity leave shall be deemed leave of absence and would not be credited to her teaching experience.
- j. While an employee is on maternity leave the employer shall continue to make all normal contributions towards the employee's benefits.

2. Extended Maternity Leave

- a. Teachers granted leave under Article G.21.1.a who choose not to return to work at the expiration of that leave may apply for extended maternity leave, four weeks prior to the start of a term or by May 31 in respect to leave expiring on June 30.
- b. Leave shall be granted upon request for a period of up to maximum of twenty school months, under the terms of Extensive Leave, Article G.30, with return to coincide with the commencement of a term.

- c. Teachers returning from extended maternity leave shall do so at the commencement of a term and shall confirm with the Board four weeks in advance except in respect to leave expiring June 30 where confirmation shall be given by May 31. On return from leave, the teacher shall be assigned to the same position held prior to taking the leave; however his/her assignment may not be identical to his/her previous assignment.

3. Use of Sick Leave

If at the end of the agreed-upon period of leave, the teacher is unable to return to duty because of ill health, she shall present the Board with an acceptable medical certificate and shall qualify for her sick leave provisions.

4. Supplemental Employment Benefits on Maternity Leave

- a. When a pregnant teacher takes the maternity leave to which she is entitled pursuant to the *Employment Standards Act*, the Board shall pay the teacher
 - i. ninety-five percent (95%) of her current salary for the first two (2) weeks of the leave, and, where the teacher is eligible to receive EI maternity benefits:
 - ii. the difference between seventy-five percent (75%) of her current salary and the amount of EI maternity benefits received by the teacher, for a further fifteen (15) weeks.
- b. The Board agrees to enter into the Supplemental Employment Benefit (SEB) Plan agreement required by the *Employment Insurance Act* in respect of such maternity payment.

ARTICLE G.22 PARENTHOOD LEAVE

A teacher with a dependent child shall, at the discretion of the Board, be granted a parenthood leave of absence without pay under the terms of Extensive Leave, Article G.30. The discretion of the Board shall be exercised reasonably.

ARTICLE G.23 BIRTH OR ADOPTION LEAVE

On the birth of a child or in the case of adoption or legal guardianship, the teacher who is not in receipt of benefits under Article G.21.4 may apply for and shall be granted leave with pay up to a maximum of two (2) days. The length of the leave shall be at the discretion of the Board, but its discretion shall be exercised reasonably.

ARTICLE G.24 COURT APPEARANCES

1. The Superintendent shall grant leave of absence at no loss of salary to a teacher who serves as a juror or witness in a court. Any fees in lieu of pay received by the teacher for such service are to be remitted to the Board.
2. The Superintendent shall grant leave of absence at daily cost of a Teacher On Call to a teacher who is appearing in court as a plaintiff or defendant.

ARTICLE G.25 EDUCATION LEAVE

1. Long-Term Leave

Long-term leave may be granted for educational purposes in accordance with Article G.30.

2. Short-Term Leave

- a. The Superintendent shall grant leaves of absence for teachers for participation in in-service, conferences or CTA business in accordance with the terms and conditions of this agreement.
- b. The Superintendent shall grant leave of absence at the daily cost of a Teacher On Call to a teacher for the purpose of writing an examination.
- c. The Superintendent shall grant up to one (1) day leave of absence at no loss of salary to a teacher for the purpose of receiving a degree.
- d. The Superintendent may grant up to ten (10) days leave of absence at the daily cost of a Teacher On Call to a teacher for the purpose of attending summer sessions.

ARTICLE G.26 BEREAVEMENT LEAVE

1. The Superintendent shall grant up to five (5) days leave of absence without loss of salary to a teacher in the case of the death of a spouse, child, parent, son-in-law, daughter-in-law, grandchild, or any other person living in the same household.
2. The Superintendent, in his/her discretion, shall grant up to three (3) days leave of absence without loss of salary to a teacher in the case of the death of a grandparent, brother, sister, aunt, or uncle or like in-law. The discretion shall be exercised reasonably.
3. Extensions to bereavement leave may be granted with pay less the cost of the Teacher On Call upon written request to the Superintendent.
4. The Superintendent may grant up to one (1) day leave of absence without loss of salary in the event of the death of a relative not defined above or a friend of the teacher for the purpose of attending the funeral.

ARTICLE G.27 EMERGENCY LEAVE FOR FAMILY ILLNESS

1. The Superintendent, in his/her discretion, shall grant up to three (3) days leave of absence without loss of salary to a teacher in the case of serious illness of a spouse, child, parent, brother or sister. The discretion shall be exercised reasonably.
2. The Superintendent may authorize extensions of such leave at the daily cost of a Teacher On Call.

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

ARTICLE G.28 DISCRETIONARY LEAVE

The Superintendent shall grant a leave of absence to a teacher twice annually at no loss of salary except for the daily cost of a Teacher On Call, subject to the availability of Teachers On Call.

ARTICLE G.29 PUBLIC OR CIVIC DUTY LEAVE

1. Recognition

The Board recognizes the right of a teacher to participate in public affairs.
2. Leave for Candidate
 - a. When a teacher is nominated as a candidate and applies for a leave of absence to contest a Provincial or Federal election, the teacher shall be granted leave of absence without pay during the election campaign.
 - b. When a teacher is nominated as a candidate and applies for a leave of absence to contest a Municipal or Regional election, the teacher shall be granted leave of absence without pay for a maximum of five (5) working days.
3. Public Duties
 - a. Teachers elected as Members of Parliament or Members of the Legislative Assembly shall be granted leave of absence without pay for the full term of the teacher's mandate. The teacher shall pay the full cost of any benefits maintained during the leave of absence. The period of leave would not be credited to a teacher's teaching experience.
 - b. Upon completion of the final term for which a teacher is elected, the leave of absence is deemed to be complete.

- c. Teachers elected or appointed to municipal office, regional district or public board for which remuneration is received shall be granted leave of absence, at the cost a of Teacher On Call, of up to ten (10) days in any one school year. Additional leave of absence may be approved by the Board.
- d. Teachers taking a leading part in a community service for which they receive no remuneration may be granted, at no cost or at the cost of a Teacher On Call, leave of absence on special occasions to attend functions connected with that activity.

ARTICLE G.30 EXTENSIVE LEAVE OF ABSENCE

1. General

- a. Members of the teaching staff may wish extensive leave of absence for a variety of reasons including compassionate and personal leaves, or professional development.
- b. On the recommendation of the Superintendent, extensive leave may be granted by the Board to any member of the teaching staff.
- c. Partial leave may be granted to permit a full-time teacher on continuing contract to accept a part-time position.

2. Conditions

- a. Leave in ordinary circumstances will be granted for no longer than two (2) years.
- b. Leave shall be without pay but the teacher shall be entitled to continuation of all employee benefits provided that it shall be at no cost to the Board. The period of leave would not be credited to a teacher's teaching experience, except for those extensive leaves in Article B.24.1.f.
- c. Leave must normally be requested at least two (2) teaching months before it is to take effect.
- d. Application shall be made in writing to the Superintendent and must specify the reason for the request and the dates of commencement of leave and of return to duty.
- e. A teacher returning from leave in September must provide the Superintendent with written confirmation of his/her intention to return and his/her teaching preferences before April 1st of that year. A teacher returning at other times must provide this information two (2) months before the anticipated date of return. If this information is not provided, an appropriate position may not be immediately available upon return. In such circumstances the teacher is guaranteed assignment to the first (1st) available appropriate position.

- f. On return from leave, the teacher shall be assigned to the same position held prior to taking the leave, however his/her assignment may not be identical to his/her previous assignment.

ARTICLE G.31 WORKERS' COMPENSATION BOARD BENEFITS

1. Where a teacher is absent due to compensable injury and is in receipt of Workers' Compensation Board benefits, the Board will receive such benefit and shall pay the teacher's regular salary provided that the teacher has sick leave to his/her credit. The sick leave credit shall be reduced by the difference between the teacher's regular pay and the Workers' Compensation Board benefit.
2. When the sick leave credit is exhausted, the teacher will receive the Workers' Compensation Board benefit only. The amount of Workers' Compensation Board benefit received by the Board shall not be reported as taxable income on the teacher's T4 statement.
3. Subject to *Workers' Compensation Act* and Regulations, compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during the period of temporary disablement.

ARTICLE G.32 DEFERRED SALARY LEAVE

1. The Board shall administer the Deferred Salary Plan as determined by separate agreement.
2. During the period of leave, the teacher shall continue to receive medical, extended health, group life insurance and dental benefits in accordance with the Deferred Salary Plan.
3. On return from leave, the teacher shall be assigned to the same position held prior to taking the leave if practicable or a different assignment mutually agreed upon.
4. There shall be a Deferred Salary Leave Plan Committee composed of three (3) members appointed by the CTA and three (3) members appointed by the Board. The committee shall select a chairperson from amongst its members.
5. The Deferred Salary Leave Plan shall be governed by terms of reference determined by the joint committee.
6. The committee shall resolve any matter referred to it regarding the operation of the Deferred Salary Plan, including the selection and election of an eligible investor for the deferred amounts.

SIGNATURES

Signed at Chilliwack, British Columbia, this 29th day of June, 2009.

Maureen Carradice, Director of
Human Resources
School District No. 33 (Chilliwack)

Joe Ogmundson, President
Chilliwack Teachers' Association

Robert D'Angelo, Managing Consultant
BCPSEA

Irene Lanzinger, President
BCTF

APPENDIX A

Evaluation Criteria

1. The Board and CTA recognize the importance of evaluation being based on established criteria.
2. The indicators describing the criteria below are broad guidelines only, intended to assist the teacher and evaluator. It is understood that not all of these indicators can be applied to all teachers and teaching situations, all of the time.
3. The criteria and descriptors below are not priority ordered, nor are they intended to supersede the articles of the *School Act*, the Board-CTA contract, or the Code of Ethics of the BCTF.

CRITERION 1: EFFECTIVE TEACHERS ARE SKILLED MANAGERS

The teacher plans with definite purposes and clear objectives in mind, communicates those purposes and objectives to the students, and assesses the immediate results and long-term outcomes in terms of these purposes and goals.

Possible indicators for discussion and assessment

1. The teacher establishes a variety of procedures for assessing student performance and communicates these procedures clearly to students, parents, and other personnel.
2. The teacher utilizes the results of student assessments to plan for future instruction.
3. The teacher clearly defines the assessment criteria to be used, interprets the results and communicates this information to students, parents and other personnel.
4. The teacher maintains appropriate, accurate records of student achievement and attendance, and reports to parents.
5. The teacher endeavours to incorporate the goals of the school and community in the planning process.
6. The teacher ensures that student progress is communicated to parents as often as circumstances warrant.

CRITERION 2: EFFECTIVE TEACHERS EMPLOY CLASSROOM MANAGEMENT TECHNIQUES

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

Possible indicators for discussion and assessment

1. The teacher encourages a positive teaching/learning environment.
2. The teacher encourages the student to assume responsibility for their own behaviour, to practice self-discipline, and to develop a positive self-concept.
3. The teacher establishes fair and consistent routines and clear expectations for student conduct.

4. The teacher fosters and encourages mutual respect.
5. The teacher is adept at monitoring several classroom activities.

CRITERION 3: EFFECTIVE TEACHERS UTILIZE INSTRUCTIONAL SKILLS

The teacher demonstrates, in his or her performances, knowledge and skills in designing and conducting an instructional experience.

Possible indicators for discussion and assessment

1. The teacher identifies and teaches to clear objectives, and designs instruction experiences appropriate for the level and curriculum.
2. The teacher utilizes principles of learning in helping students achieve objectives.

CRITERION 4: EFFECTIVE TEACHERS HAVE HIGH, REALISTIC STUDENT EXPECTATIONS

With due consideration for individual differences, the teacher attempts to involve students in experiences and activities designed to develop skills, to stimulate thought, to foster higher-level thinking and to encourage the student's belief in his/her own abilities.

Possible indicators for discussion and assessment

1. The teacher assesses individual differences and uses appropriate instructional resources to meet individual needs.
2. The teacher takes into account extenuating circumstances which may impact on student performance and progress.
3. The teacher encourages students to assume responsibility for their own learning
4. The teacher ensures that assigned homework is relevant and fair.

CRITERION 5: EFFECTIVE TEACHERS EMPLOY POSITIVE INTERPERSONAL COMMUNICATION SKILLS

The teacher demonstrates and encourages others to employ positive, inter-personal communication skills to establish a safe, cooperative and mutually supportive learning environment.

Possible indicators for discussion and assessment

1. The teacher listens empathetically, to students, parents and colleagues.
2. The teacher respects the confidential nature of information.
3. The teacher recognizes the place of humour.
4. The teacher demonstrates genuineness, interest and concern.
5. The teacher understands the role of constructive feedback in fostering a positive, learning environment.
6. The teacher understands that encouragement is an important component of any positive interpersonal skills.

CRITERION 6: EFFECTIVE TEACHERS PROVIDE A STIMULATING, EDUCATIONAL ENVIRONMENT

The teacher encourages the intellectual, social, emotional and physical development of students by providing opportunities for questioning, speculation and originality through a variety of instructional techniques.

1. The teacher provides a secure atmosphere and environment, in which it is safe to take risks, make mistakes, express divergent ideas and be creative.
2. The teacher involves the students in experiences and activities designed to develop cooperation and to stimulate higher-level thinking.
3. The teacher encourages independent thinking.
4. The teacher recognizes the role of enthusiasm, humour and imagination.

CRITERION 7: EFFECTIVE TEACHERS ARE PROFESSIONALS

The teacher demonstrates, in his or her performance evidence of having a theoretical background and knowledge of the principles, ethics and methods of teaching and commitment to education as a profession.

Possible indicators for discussion and assessment

1. The teacher is receptive to new ideas and suggestions for improving his/her teaching skills.
2. The teacher is involved in on-going professional development appropriate to subject area and interest.
3. The teacher communicates with colleagues on a professional level.
4. The teacher develops a positive working relationship with colleagues.
5. The teacher participates in cooperative planning at both the classroom and school level.
6. The teacher uses information about students in an ethical manner.
7. The teacher recognizes the importance of the role of parents in the education of their children and fosters a positive community attitude for the overall learning atmosphere in the school.
8. The teacher recognizes the importance of being a positive role model.

PROVINCIAL LETTERS OF UNDERSTANDING/INTENT

LETTER OF INTENT No. 1

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Formalization of Middle School Provisions

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 1

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

Re: Designation of Provincial and Local Matters

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

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

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

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

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

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

Appendix 1 PROVINCIAL MATTERS
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Appendix 1 – Provincial Matters

Housekeeping — Form Issues

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

Section A — The Collective Bargaining Relationship

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

- 13. Staff Representatives
 - 3.51 *Representatives, School Staff*
 - 3.52 *Chief Delegates, Union Staff Representatives, Representation,*

Due Process Right to Representation

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

Section B — Salary and Economic Benefits

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

Special Placement

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

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

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

Section C — Employment Rights

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

Section D — Working Conditions

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

- 3.46 *Reports (Teacher) on Students*
- 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*
- 1.73 *Conference Days - Parent Teacher*
- 3.50 *Closure of Schools for Health or Safety Reasons*

- 4. Duration of School Day
 - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
 - 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*

- 5. Supervision Duties
 - 1.97 *Duty Free Lunch Hour, Noon Hour Supervision, Supervision Duties*

- 6. Availability of Teacher on Call
 - 1.95 *Availability of Substitute Teachers and Hiring Practices*

- 7. Teacher on Call Working Conditions
 - 3.30 *Substitute Teacher Working Conditions*

- 8. Mentor/Beginning Teacher Program
 - 1.4 *Student Teachers, Beginning Teachers, Mentorship Program*
 - 1.72 *Orientation, Teacher, Employee*

- 9. Child Care for Work Beyond Regular Hours
 - 1.35 *Day Care; Child Care*

- 10. Home Education
 - 1.42 *Home Education, Suspended Students, Hospital/Homebound Teachers*

- 11. Itinerant Teachers
 - 1.36 *Definition of Teachers, Itinerant Teachers*

- 12. Space and Facilities
 - 1.110 *space and facilities*

- 13. Non-traditional Worksites
 - 1.3 *Adult Education, Storefront Schools, Satellite School Programs*

- 14. Correspondence Courses
 - 1.33 *Correspondence School*

- 15. Technological Change
 - 3.31 *Adjustment Plan - Board Introduced Change; Technological Change; Library Resource Automation*

- 16. Hearing and Medical Checks
 - 1.105 *Medical Examinations, Tests, Screening for TB; Medical Tests - Hearing*

- 17. Services to Teachers
 - 1.107 *School Services to Teachers, Like Translation*

- 18. Inner City Schools
 - 2.9 *Use of Inner City School Funds*

Section E — Personnel Practices

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

3.44 *Employee Terminating Employment*

Section F — Professional Rights

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

Section G — Leaves of Absence

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

- 1.52 *Care of Dependents Child or Relative - Emergency or Long Term Chronic - Leave, Emergency Leave for Family Illness, Compassionate Leave*
- 8. Discretionary Leave
 - 1.54 *Short Term - Leave, Discretionary; General; Personal*
- 9. Leave for Elected Office and Community Service
 - 1.49 *Community Service; Search and Rescue Leave*
 - 1.51 *Election Leave, Political Leave*
- 10. WCB Leave With Pay
 - 1.21 *WCB*
 - 1.67 *Worker's Compensation - Leave*
- 11. Early Retirement Incentive Plan - separate from B
- 12. Leave of Absence Incentive Plan
 - 1.47 *Absence Incentive Plan - Leave*
- 13. Religious Holidays
 - 1.62 *Religious Holiday - Leave*
- 14. Leave to Attend Retirement Seminars
 - 1.112 *Leave to Attend Retirement Seminars*
- 15. Leave for Communicable Disease
 - 1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
- 16. Leave for Conference Participation
 - 1.113 *Leave for Conference Participation*
- 17. Leave for Competitions
 - 1.55 *International Amateur Competition, Sports Competition Leave*
- 18. Leave for Visiting Exchange Teachers (needs broader title)
 - 1.59 *Dept. of Defence, Exchange Teacher; Outside Assignment, Secondment, Detached Duty - Leave, Resource Teacher Assignment*
- 19. Leave for University Convocations (needs broader title)
 - 1.64 *Citizenship, Marriage, Special Circumstances, Grad, Weather Leaves*
- 20. Leave for Blood, Tissue and Organ Donations
 - 1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
- 21. Leave for Exams
 - 1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading,- Board Directed*
- 22. Miscellaneous Leaves with cost
 - 1..58 *Other - Leave*
 - 1.106 *Committee - Detached Duty*

May 31, 1995 - Provincial

Appendix 2

LOCAL MATTERS

Appendix 2 – Local Matters

Housekeeping - Form

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

Section A — The Collective Bargaining Relationship

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

Section B — Salary and Economic Benefits

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

Section D — Working Conditions

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

Section E — Personnel Practices

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

Section F — Professional Rights

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

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

Section G — Leaves of Absence

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

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

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

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

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

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

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

"Alice McQuade"
President
BC Teachers' Federation

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

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

Professional Development

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

Professional Development:

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

For BCTF:
"R. Worley"

For BCPSEA:
"K. Halliday"

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

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

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

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

Dated this 7th of October, 1997.

British Columbia Teachers' Federation

British Columbia Public School Employers'
Association

"R. Worley"

"K. Halliday"

LETTER OF UNDERSTANDING NO. 2

Between:

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

And:

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

Re: Approved list of arbitrators for:

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

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

John Kinzie
Judi Korbin
Robert Pekeles

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

Dated: August 14, 2007

Originals signed by:

Irene Lanzinger
Griffiths
For the BCTF

Jacquie
For the BCPSEA

LETTER OF UNDERSTANDING No. 3. a

Between

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

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

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

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

NOT APPLICABLE IN SCHOOL DISTRICT NO. 33 (CHILLIWACK)

LETTER OF UNDERSTANDING No. 3.b

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

NOT APPLICABLE IN SCHOOL DISTRICT NO. 33 (CHILLIWACK)

LETTER OF UNDERSTANDING No. 4

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

Re: Early Incentive Payment

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: One Time Payment to Teacher Inflation Adjustment Account

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 6

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

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

Original signed by:

Brian Kennelly
BCTF Co-Chief Negotiator

Jacque Griffiths
BCPSEA Chief Negotiator

Suzie Mah
BCTF Co-Chief Negotiator

LETTER OF UNDERSTANDING No. 7

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Articles Housekeeping Committee

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 8

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Rehabilitation Committee

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

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

1. The time and manner in which employees are referred to the program and in which contact is made by the Rehabilitation Consultant after referral;
2. Employees' participation;
3. Status of the employee in the BCTF Rehabilitation Program;
4. Information provided to the employer when an accommodation is sought;
5. Information provided to the employer with respect to the status of an employee's SIP/LTD claim;
6. Expansion of the BCTF Rehabilitation Program to 60 School Districts;
7. The effectiveness of the BCTF Rehabilitation program and potential areas of improvement;
8. Any other matters the Committee deems appropriate.

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

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Benefits Review Committee

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 11

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: 2008 Salary Harmonization

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 12

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

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

Remote Recruitment & Retention Allowance:

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 13

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Fiscal Dividend

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

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

The Fund will be determined as follows:

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 14

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

Re: Article B.12 Category 5+ Transitional Provisions

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

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

Dated this 27th day of June, 2007

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 15

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

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

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

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

Original Signed by:

Jacquie Griffiths
BC Public Employers' Association

Jim Iker
BC Teachers' Federation

January 14, 2008

January 21, 2008

LETTER OF UNDERSTANDING No. 16

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Original Signed by:

Jacquie Griffiths
BC Public Employers' Association

March 12, 2008

Irene Lanzinger
BC Teachers' Federation

March 13, 2008

LOCAL LETTERS OF UNDERSTANDING

Letter of Understanding

**Between the Board of School Trustees of School District No. 33/
British Columbia Public School Employers' Association
And
Chilliwack Teachers' Association/
British Columbia Teachers' Federation**

The following language is an addition to Article C.21. Within Article C.21.1 include the additional item C.21.1.c and within Article C.21.5 append the additional sentence.

RETIRED TEACHERS

C.21.1.c Retired Teachers in receipt of a teaching pension. Such teachers have the right to apply for and receive temporary positions and teacher on call assignments according to the provisions of the collective agreement.

C.21.5 Conversion to Continuing Contract
Retired teachers who are in receipt of a teaching pension will not convert to a continuing contract.

TRIAL PERIOD

These provisions will commence on the date of agreement by both the local and provincial parties. Unless specifically renewed by the mutual consent of all parties, this Letter of Understanding will expire on June 30, 2007. In the event that a new provincial agreement provision is negotiated prior to the expiry of this Letter of Understanding, such a provision will supercede this agreement in its entirety.

Agreed this 12th day of March 2003.

For the Board

For the CTA

For BCPSEA

For the BCTF
